

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) TEL: +91 133428-1207, +91 133428-1670	Enquiry No. B/4222/6/0669V1 dated 04/08/2026 Item: Air Cooled Condenser Package Project: 1X800 MW Darlipali STPP and 3X800 MW Telangana STPP
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M/S. OPEN TENDER

DUEDATE

01-09-2026

BHEL

HARIDWAR249403

Vendor Code

00001

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	WX9771700138 Design, material supply includ ing Erection and Commissioning of ACC package as per Specifi cation HE57079 & BHEL/CPC/DAR S-II/ACC SIZE: ---	1	ST	1	1 16/12/28
2	W99717001030 DESIGN, SUPPLY, ERECTION AND COMMISSIONING OF ACC PACKAGE AS PER SPECIFICATION HE57080 & BHEL/CPC/TEL S-II/ACC SIZE: -	3	ST	1 2 3	1 30/05/29 1 30/09/29 1 30/01/30
3	W99717001049 MANDATORY SPARES OF ACC PACKAGE AS PER ANNEXURE IV.4-13 OF HE57080 REV00 SIZE: -	1	ST	1	1 30/05/29

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

Special Instructions:

1. Instruction to Bidders, FCA, Technical PQR, Financial PQR, Buyer Added Bid Specific Additional Terms & Conditions (ATC), Price-bid formats, Deviation List Format, Price Variation Formula for material supply portion, Quality Requirements: PART-A for Supply Portion, Quality Requirements: PART-B for Erection & Commissioning (E&C) Portion and GISTC are intergral part of this tender enquiry.

MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO
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2. Purchase preference to Class-I Local Supplier as per Make in India Circular Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 and Micro and Small Enterprises (MSEs) as per Public Procurement Policy for MSE Order, 2012 dt. 27th January, 2022 as per Govt. of India Guidelines shall be as under:

- . Purchase preference to Make in India (MII) sellers would be 100%.
- . Purchase preference to Micro and Small (MSE) sellers would be 100%

3. Dates mentioned above at Delivery Schedule are for material supply completion only. For Erection & Commissioning (E&C) completion schedule, Buyer Added Bid Specific Additional Terms & Conditions (ATC) to be referred.

4. Projectwise requirement is as under:

- . Item Sl. no. 1 of Tender enquiry (Mat. Code: WX9771700138) is required for 1X800 MW Darlipali project.
- . Item Sl. nos. 2&3 of Tender enquiry (Mat. Codes: W99717001030 & W99717001049) are required for 3X800 MW Telangana project.

General Instructions:

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

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

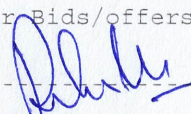
In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

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

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.


RUCHIN GUPTA

SR. MANAGER (PPX-BOI)

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) TEL: +91 133428-1207, +91 133428-1670	Enquiry No. B/4222/6/0669V1 dated 04/08/2026 Item: Air Cooled Condenser Package Project: 1X800 MW Darlipali STPP and 3X800 MW Telangana STPP
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Instructions to Bidders

BHEL GLOBAL OPEN TENDER ENQUIRY No: B/4222/6/0669V1 dated 04/08/2026 for the requirement of Air Cooled Condenser Package for 1X800 MW Darlipali STPP and 3X800 MW Telangana STPP

BHEL is one of the largest engineering and manufacturing companies of its kind in India engaged in design, engineering, construction, testing, commissioning and servicing of a wide range of products and services with over 180 product offerings to meet the ever-growing needs of the core sectors of economy like: power, transmission, industry, transportation, oil & gas, non-conventional energy sources and telecommunication. A wide-spread network comprising 16 manufacturing facilities, 4 regional offices, 9 service centres and 15 regional marketing centres, besides a large number of project sites spread all over India and abroad, enables BHEL to be close to its customers and cater to their specialized needs with total solutions - efficiently and economically. The Heavy Electrical Equipment Plant (HEEP) is one of the major manufacturing units of BHEL. The core business of HEEP includes design and manufacturing of large size steam turbines, turbo generators, heat exchangers, condensers and auxiliaries.

Sealed Bids are invited from bidders with the **Tender No.** and **opening date** clearly super scribed on the cover for the requirement of Air Cooled Condenser Package (ACC) for 1X800 MW DARLIPALI STPP and 3X800 MW Telangana STPP projects.

1. SCOPE OF ENQUIRY:

The item wise requirement details are as mentioned below:

Sl. No.	Project	Material Code & Item Description	Total Quantity	Material Supply completion Schedule
1	1X800 MW Darlipali STPP	WX9771700138 DESIGN, MATERIAL SUPPLY INCLUDING ERECTION AND COMMISSIONING OF ACC PACKAGE AS PER SPECIFICATION HE57079 & BHEL/CPC/DARS-II/ACC	1 SET	16.12.2028
2	3X800 MW Telangana STPP	W99717001030 DESIGN, SUPPLY, ERECTION AND COMMISSIONING OF ACC PACKAGE AS PER SPECIFICATION HE57080 & BHEL/CPC/TEL S-II/ACC	03 SETS	Lot-1 (1 SET): 30.05.2029 Lot-2 (1 SET): 30.09.2029 Lot-3 (1 SET): 30.01.2030
		W99717001049 MANDATORY SPARES OF ACC PACKAGE AS PER ANNEXURE IV.4-13 OF HE57080 REV00	01 SET	30.05.2029

These dates are tentative and will depend on approval of Civil Design, Civil Erection & Erection Sequence of Mechanical Component. This will be mutually agreed after placement of LOI/ Purchase Order. BHEL's intent is to complete these activities at the earliest.

For Erection & Commissioning (E&C) completion schedule, Buyer Added Bid Specific Additional Terms & Conditions (ATC) to be referred.

Suppliers are requested to quote their best possible completion schedule, keeping in view the above.

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The documents listed below form a part of this tender enquiry. Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.

SL.NO.	LIST OF DOCUMENTS
1.	FCA (Framework Confidentiality Agreement): <i>(Complete Technical Specifications will be furnished to bidders only against exchange of signed FCA (Framework Confidentiality Agreement) with BHEL)</i>
2.	Technical Pre-Qualification Requirement (Document Nos. HXE/SK/2372/1 Rev. 00 for 1X800 MW Darlipali & HXE/SK/2375/1 Rev. 00 for 3X800 MW Telangana)
3.	Financial Pre-Qualification Requirement (Document No. ACC/Darlipali&Telangana/FPQR)
4.	Buyer Added Bid Specific Additional Terms & Conditions (ATC) along with Annexures
5.	Price-bid formats: i) For 1X800 MW Darlipali project: "ANNEXURE-ACC/DARLIPALI/PRICE SCHEDULE" & "ANNEXURE-ACC/DARLIPALI/TECHNICAL LOADING SCHEDULE" ii) For 3X800 MW Telangana project: "ANNEXURE-ACC/TELANGANA/PRICE SCHEDULE" & "ANNEXURE-ACC/TELANGANA/TECHNICAL LOADING SCHEDULE"
6.	Deviation List Format (Document nos. "Annexure-ACC/DARLIPALI/DEVIATION LIST" & "Annexure-ACC/TELANGANA/DEVIATION LIST")
7.	Price Variation Formula for material supply portion (" <u>Document No. ACC/Darlipali&Telangana/PVC</u> ")
8.	Quality Requirements (Document Nos. "Quality Requirements: PART-A for Supply Portion" & "Quality Requirements: PART-B for Erection & Commissioning (E&C) Portion") along with Annexures
9.	General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

2. PROJECT INFORMATION:

Project Name	DARLIPALI SUPER THERMAL POWER PROJECT STAGE - II (1X800MW)	TELANGANA SUPER THERMAL POWER PROJECT (TNSTPP), Stage II (3X800 MW)
Name of the End Customer	NTPC	NTPC
Consignee Address	Head of Project Darlipali Super Thermal Power PO: Darlipali, District: Sundargarh Odisha - 770025	Head of Project NTPC, Telangana STPP ST-II (3x800 MW) Jyothinagar, District - Peddapalli, Telangana State. 505 215
Consignee GSTIN	21AAACN0255D1ZA	36AAACN0255D1ZZ

3. **EXEMPTION FROM RESTRICTIONS UNDER RULE No. 144 (xi) of GFRs-2017:** AS PER OM NO F.7/10/2021-PPD(II) DATED 27.03.2026, ISSUED BY DOE, RESTRICTIONS UNDER RULE No. 144 (xi) of GFRs-2017 WILL NOT APPLY FOR THIS TENDER ENQUIRY. Bidder from a country which shares land border with India is also eligible to participate in the current tender.

4. **EARNEST MONEY DEPOSIT (EMD):** Refer Sl. No. 12 of Buyer Added Bid Specific Additional Terms & Conditions (ATC).

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5. **PRE-QUALIFICATION REQUIREMENT (PQR):** Refer Sl. No. 1.1 & 1.2 of Buyer Added Bid Specific Additional Terms & Conditions (ATC).
6. **SUBMISSION OF OFFER:** Refer Sl. No. 39 of Buyer Added Bid Specific Additional Terms & Conditions (ATC).
7. **PRICE BASIS / BASIS OF QUOTATION:** Refer Sl. No. 3 of Buyer Added Bid Specific Additional Terms & Conditions (ATC).
8. **PRE-BID MEETING:** Within 2 weeks of issue of the enquiry (if required). Refer Sl. No. 33 of Buyer Added Bid Specific Additional Terms & Conditions (ATC).
9. **Validity of offers:** Refer Sl. No. 34 of Buyer Added Bid Specific Additional Terms & Conditions (ATC).
10. **EVALUATION CRITERIA:** Refer Sl. No. 36 of Buyer Added Bid Specific Additional Terms & Conditions (ATC).
11. This is a Global Tender Enquiry. Hence, Non-Local suppliers are also eligible to bid for this tender. However, Purchase Preference to Class-I Local Supplier will be Given as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04/06/2022 issued by DPIIT.

For any further details, you may feel free to contact the following persons:

Mr. Ruchin Gupta Designation: Sr. Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: ruchin@bhel.in Tel: +91 1334 28 1670 Mob. +91 8527100885	Mr. C. L. Meena Designation: Sr. Manager (PPX-BOI) 4 th Floor, Main Administrative Building, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: clmeena@bhel.in Tel: +91 1334 28 1207 Mob. +91 8859001950
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Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

For and on behalf of BHEL, Hardwar

(C.L. Meena)
Sr. Manager (PPX-BOI)

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 Supplier.
 - E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the Supplier under or in connection with a Contract.
 - F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (whether in terms of effectiveness or in terms of efficiency or both) of the product and/or the service to be provided by the Supplier under a Contract.
2. This Agreement shall come into force/deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the Supplier; whichever is earlier.
3. **Agreement deemed to be incorporated in each Contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contracts has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.
4. **Ownership:**
- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any license or rights of use of such patent, copyright or design or any other

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

4.3 Neither Party is obligated by or under this Agreement to purchase from or provide to the other Party any service or product and that any such purchase/sale of any product and/or service by one Party to the other Party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is/has been made well aware and acknowledges that the Technical Information being/which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The Supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors/suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the Supplier or its employees or sub-contractors/suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights/title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings/documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvement in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to Improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the Supplier.

5. Use and Non-Disclosure:

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

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

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

6. Exceptions:

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

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

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

8. Warranties & Undertakings:

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

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

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

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 8(e) hereinabove, the Company shall have a right to withhold, recover and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him/it by any department/office/Unit/Division of the said Company.

10. Arbitration & Conciliation:

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

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

b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute.

c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications or re enactments thereof and the rules made thereunder and for

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

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

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

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

11. Governing Law & Jurisdiction:

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

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

SIGNATURE

WITNESSES

1.

Name

Address:

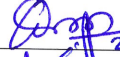
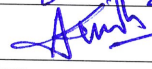
2.

Name:

Address:

Provenness Criteria

1. The Bidder is required to meet the proven-ness criteria and / or qualification requirement of Air-Cooled Condenser (ACC) & Condenser air evacuation system as stipulated in Annexure-3 & Annexure-3A.
2. For the purpose of qualification as per clause at sl. No. 1, Annexure-3 above, experience shall be reckoned up to 6th November 2025.
3. Bidder to submit the documents for qualification requirement as per Annexure-1 along with the Bid. In addition to the documents/requirements specified, employer / owner may prescribe additional requirements / documents / formats as necessary to fully satisfy himself regarding capability and capacity of Bidder / its sub-vendor(s).
4. For additional / new sub vendors for Condenser air evacuation system, Bidder to submit the documents to fulfill the provenness criteria of sub vendor (refer Document no. HXE/SK/2372/3), after the award of contract.

Worked by	BHASKAR SUNDRIYAL	 22/05/2026
Checked by	DEEPAK KUMAR YADAV	 22/05/26
Approved by	ALOK KUMAR SINGH	 22/05/2026
	Name	Signature

Documents/Details required for clause 4.21 of Provenness Criteria for Air-Cooled Condenser (Refer Annexure-3)

A : For Clause 4.22.1:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) as stipulated in the clause 4.22.1 as per equipment rating and type specified at a plant.
- ii. Certificate of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point A(i) above duly certified from end user. Format shall be as per Annexure-4.
- iii. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.

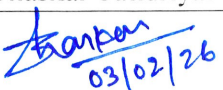
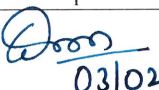
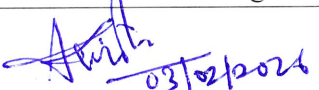
B : For Clause 4.22.2 (a & b):

1. In case of JV/Subsidiary company:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) of collaborator / licensor as stipulated in the clause 4.22.1 as per equipment rating and type specified at a plant.
- ii. Certificate of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point (i) above duly certified from end user. Format shall be as per Annexure-4.
- iii. Copy of document of incorporation of JV/Subsidiary company in India
- iv. Copy of valid ongoing collaboration / association / licensing agreement for design, engineering, manufacturing of such equipment in India with the collaborator or technology licensor who meets the requirement stipulated at 4.22.1.
- v. Copy of document of at least 26% equity participation of qualified equipment manufacturer in the Indian JV company / subsidiary company directly or indirectly through its holding company/ subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such JV/subsidiary or up to the end of defect liability period of the contract whichever is later.
- vi. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.
- vii. A letter of support from Collaborator(s) / Associate / Licensor / Technology provider for successful performance of respective equipment(s) valid up to the end of defect liability period of the contract as per the Annexure-7 before the placement of order.

2. In case of Indian holding company:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) of collaborator / licensor as stipulated in the clause 4.22.1 as per equipment rating and type specified at a plant.
- ii. Certificate of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point (i) above duly certified from end user. Format as per Annexure-4.
- iii. Copy of document of incorporation of Indian holding company.
- iv. Copy of valid ongoing collaboration or licensing agreement for design, engineering, manufacturing, of ACC in India with the collaborator or technology licensor who meets the requirement stipulated at 4.22.1.
- v. Copy of document showing at least 51% equity in the Qualified ACC manufacturing company either directly or indirectly through its holding company/ subsidiary company in line with Annexure-3 of the provenness document.
- vi. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.

Worked By:	Checked By:	Approved By:
Bhaskar Sundriyal	Deepak Kumar Yadav	Alok Kumar Singh
 03/02/26	 03/02/26	 03/02/26

Document No. HXE/SK/2372/1

Annexure-1

- vii. A letter of support from Collaborator(s) / Licensor / Associate / Technology provider for successful performance of respective equipment(s) valid up to the end of defect liability period of the contract as per the Annexure-7, at the time of placement of order on the approved bidder.

C : For Clause 4.22.3:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) as per equipment rating and type specified at a plant as stipulated in the clause 4.22.3.
- ii. Copy of valid collaboration / association for design, engineering, manufacturing, supervision for erection and supervision for commissioning of ACC ('A' frame, single row condenser, direct air cooled, forced cooling type) with:

the collaborator or technology licensor who meets the requirement stipulated at 4.22.1

OR

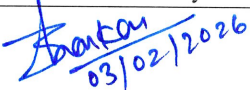
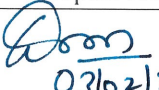
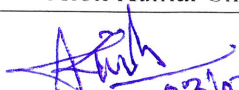
with an ACC designer who should have previously designed, engineered, supervised erection and supervised commissioning of at least one SRC (Single Row Condenser) type ACC ('A' frame, single row condenser, direct air cooled, forced cooling type) of 200MW or above Steam Turbine Generator unit which is in successful operation in at least One (1) plant for a period not less than one (1) year.

- iii. Certificates of supply, completion of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point (i & ii) above duly certified from end user. Format as per Annexure-4.
- iv. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.
- v. A letter of support from Collaborator / associate for successful performance of ACC valid up to the end of defect liability period of the contract as per the Annexure-7 or Annexure-8 as applicable, at the time of placement of order on the approved Indian bidder.

D : For Clause 4.22A (Applicable for all bidder as per Clause A, B, & C):

- i. Bidder / its sub vendor to submit copy of authorization certificate by collaborator / associate / technology provider / licensor for setting up manufacturing and testing facilities at its works in line with Government of India guidelines under 'Make in India'.
- ii. Declaration/certificate for setting up manufacturing & testing facilities as per GOI "Make in India" policy in line with PQR Clause 4.22 A.

Above listed documents are minimum. Any other document required by BHEL/NTPC for establishment of provenness shall be provided by the bidder without any commercial implications. BHEL/NTPC reserved the right to fully satisfy himself regarding capability and capacity of the bidder and proposed arrangement and may prescribe additional requirement before allowing the manufacturing of ACC for this contract.

Worked By:	Checked By:	Approved By:
Bhaskar Sundriyal	Deepak Kumar Yadav	Alok Kumar Singh
 03/02/2026	 03/02/26	 03/02/2026

**DARLIPALI STPP STAGE-II (1X800 MW), EPC PACKAGE
BIDDING DOCUMENT NO. CS-9551-001-2**

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

S. No.	Item Description	Installation-1
1.00.00	Details of manufacturer of equipment for units of atleast 500 MW rating as per clause 3.2 of Sub-Section-I-A, Section-VI, Part-A.	
1.01.01	Name and Address of Sub-Vendor	
1.01.02	Name and Address telephone No. & Fax No. of responsible persons of the Sub-Vendor	
1.01.03	Name of the equipment to be supplied by the Sub-Vendor	
1.02.00	Details of Reference Plant	
1.02.01	Name of the Station and its Location	
1.02.02	Client Name and its Address, Fax No. & Tel.Nos.	
1.02.03	Name and Designation of the responsible person in Client's Organisation	
1.02.04	Contract No. & Date	
1.02.05	Capacity in MW of Unit and no. of Units	
1.02.06	Starting Date of Work/ Date of Order	

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
1.02.07	Scheduled Date of Completion	
1.02.08	Actual Date of Completion	
1.02.09	Date of Commissioning of System/Package	
	Whether the system/equipments are in successful operation as on the date of LoA	Yes/No
1.02.10	Date of Commencement of Successful Operation	
1.02.11	Brief Scope of Work	
1.02.12	M/s (Name of the Sub-vendor) is a regular manufacturer of (Name of the equipment) for units of atleast 500 MW rating	Yes/No
1.02.13	Certificate from such Owner that aforesaid equipment has been supplied by the sub-vendor and is running satisfactorily as on the date of LoA is enclosed to this Attachment at Annexure.....	Yes/No
1.02.14	The proposed sub-vendor M/s. has a collaboration/valid licensing agreement for design, engineering, manufacturing, supply of (Name of the equipment) in India with M/s (Name of Collaborator) who meets the requirement at clause no. 3.1 of sub-section-IA, Part-A, Section-VI & the relevant details are furnished at relevant Attachment (as applicable)	Yes/No
	Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure.....	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
2.00.00	Details of Subsidiary/JV Company proposed for manufacturing of critical equipment as per Clause 3.3 of Sub-section-1A, Section-VI, Part-A	
2.01.00	Name and Address with Telephone Number of the Indian Subsidiary / JV Company proposed for manufacturing of (Name of the equipment).	
2.02.00	Name and Address with Telephone No. of the promoter(s) of the Subsidiary/ JV Company	
2.03.00	% of the Equity held by the promoter(s)	
2.04.00	Equity lock in period (from the date of incorporation of JV/Subsidiary Company)	
2.05.00	Name and Address with Telephone No. of a promoter of Subsidiary / JV Company formed at 2.01.00 above who meets the requirement of Clause 3.1 Sub-section-I-A, Section-VI, Part-A (Please furnish experience details as per relevant Attachment 3K)	
2.06.00	M/s. (the subsidiary/ JV Company) has a collaboration or valid licensing agreement with M/s (subsidiary/JV promotor) for design, Engineering, Manufacturing & Supply of (Name of the equipment) in India. Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure.....	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
2.07.00	If equity held by the Qualified Equipment Manufacturer (as per clause 3.1)	
2.08.00	Whether equity held directly or indirectly ?	
2.09.00	If indirectly then furnish the relationship tree alongwith all relevant subsidiaries and holding company	
2.10.00	Please furnish the committment for lock in period as per requirement	
2.11.00	Bidder to furnish documentary evidence in support of above data	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

**DARLIPALI STPP STAGE-II (1X800 MW), EPC PACKAGE
BIDDING DOCUMENT NO. CS-9551-001-2
(Experience List of Bidder - Applicable to all the Bidders)**

Bidder's Name and Address :

To
Contract Services
NTPC Limited
Noida-201301

3.00.00 Details of manufacturer of proven equipments.

S. No.	Item Description	Station-I
A.	AIR COOLED CONDENSER (ACC) (Refer Cl. 4.22 sub-section-IA, Part-A, Section-VI of Bid Documents)	
1.00.00	Name, Address & Telephone No. of the manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.03.00	Contract No. & Date	
1.04.00	Capacity in MW of Unit and no. of Units	
1.05.00	Starting Date of Work/ Date of Order	
1.06.00	Scheduled Date of Completion	
1.07.00	Actual Date of Completion	
1.08.00	Date of Commissioning of System/Package	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.09.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.10.00	Date of Commencement of Successful Operation	
1.11.00	Brief Scope of Work	
1.12.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type : Direct Air Cooled, Forced cooling, Single row type	Yes/No
	(iv) Design Standard	
	(v) Rated Heat Load (G Kal/hr.)	
	(vi) Design Ambient temp. (deg. C)	
	(vii) Max. Ambient temp. (Design) (deg. C)	
	(viii) Condenser Pressure [mm of Hg(a)]	
	(ix) Overall Heat Transfer Coefficient (Kcal/hr sq.m. deg.C)	
	(x) Surface Area (sq.m.)	
	(xi) ACC Height	
	(xii) No. of Fans	
	(xiii) Floor area (width x length)	
	(xiv) kW rating of each fan	
	(xv) Location w.r.t A-row	
	(xvi) Arrangement of modules	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(xvi) Tube material	
	(xviii) ACC Make	
	(xix) Tube type	
	(xx) Type of condenser support	
1.13.00	Are these condenser(s) running with Steam turbine generator sets	Yes/No
B.	CONDENSATE EXTRACTION PUMP	
1.00.00	Name Address and Telephone No. of the manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel. Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.04.00	Contract No. & Date	
1.05.00	Capacity in MW of Unit and no. of Units	
1.06.00	Starting Date of Work/Date or Order	
1.07.00	Scheduled Date of Completion	
1.08.00	Actual Date of Completion	
1.09.00	Date of Commissioning of System/Package	
1.10.00	Whether the System/Equipments are in successful operation for a minimum period of one (1) year	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Station-I
(vi)	Rated Steam Parameters	
(a)	Steam Pressure at Inlet/Outlet [Kg/sq.cm. (g)]	
(b)	Steam Inlet/Outlet Temp. (deg.C)	
(vii)	Design Spray Water Flow (T/hr)	
(viii)	Spray Water Press/Temp. (ata/deg.)	
(ix)	Type of Actuator	
(x)	Control System designed by and manufactured by	
(xi)	Whether actuation is by Governing Oil System or not	
(xii)	Make / Model No.	
1.15.00	Is this LP Bypass system running with Steam Turbine Generator Sets	Yes/No
F.	CONDENSER AIR EVACUATION PUMPS	
1.01.00	Name, Address, Telephone No. of manufacturer	
1.02.00	Name of the Station and its Location	
1.03.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.04.00	Name and Designation of the responsible person in Client's Organisation	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.05.00	Contract No. & Date	
1.06.00	Capacity in MW of Unit and No. of Units	
1.07.00	Starting Date of Work/ Date of Order	
1.08.00	Scheduled Date of Completion	
1.09.00	Actual Date of Completion	
1.10.00	Date of Commissioning of System/Package	
1.11.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.12.00	Date of Commencement of Successful Operation	
1.13.00	Brief Scope of Work	
1.14.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type (Liquid Ring Type or any other type)	
	(iv) Make / Model No.	
	(v) Number per T.G. Unit	
	(vi) Rated free Dry Air Capacity in SCFM [at 25.4 mm Hg (abs) Suction Pressure at 21.1°C] of each Pump	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(vii) Hogging Capacity of each Pump (at 254mm Hg (abs) Suction Pressure in SCFM	
	(viii) I.T.D. (deg.C)	
	(ix) Temp. of Cooling Water to Vacuum Pump Heat Exchanger (deg.C)	
	(x) Type of Heat Exchanger (Shell & Tube Type/Plate Type)	
	(xi) No. of Stages	
	(xii) Whether Air Ejector is provided or not	
	(xiii) Impeller Material	
	(xiv) Casing Material	
1.15.00	Are these Condenser Air Evacuation Pumps running with Steam Turbine Generator Sets	Yes/No
G.	TURBINE HALL EOT CRANES (Refer Cl. 4.15, sub-section-IA, Part-A, Section-VI of Bid Documents)	
1.00.00	Name, Address and Telephone No. of manufacturer	
1.01.00	Name of the station and its location	
1.01.01	Client name and its address Fax No. & Tel. No.	

Signature of authorized signatory.....

Purchase Qualification Requirement (PQR)**For Condenser air evacuation system & Air Cooled
Condenser**

The vendor is required to meet the provenness criteria and / or qualification requirement of critical equipment, auxiliaries, systems and bought out items for a 800MW rating steam generating sets as per criteria stipulated below. The Bidder shall be a company incorporated in India under the Companies Act of India for Collaborator(s) / Associate / Licensor / Technology provider route as specified in various clauses of the provenness requirement for equipment/systems.

Provenness Criteria for equipment(s):

3.0 Condenser Air Evacuation System

3.1 Vendor should have previously designed (either by itself or under collaboration / licensing agreement), manufactured / got manufactured the respective equipment(s) of the type and minimum equipment rating as stipulated in Table-1 below such that the respective equipment(s) are in successful operation in at least one (1) plant for a period not less than one (1) year. The reckoned date for such experience shall be as per clause 3.0 of HXE/SK/2372/1. Bidder shall offer and supply only the type of the above equipment(s) for which it itself or the manufacturer proposed by the Bidder for the above equipment(s) is qualified.

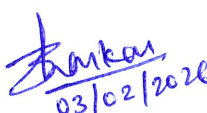
Table:-1

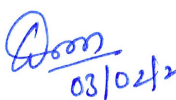
Sl.No.	Name of Equipment	Type of Equipment	Equipment Rating
1	Condenser Air Evacuation system	Liquid Ring type for steam generator sets	Free dry Air Capacity 30 SCFM at 1" of Hg(abs) at 21.1 degC.

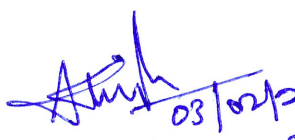
3.2 In case the Bidder is not manufacturer of proven equipment(s) as per clause 3.1 above then it should have manufactured such equipment(s) for units of at least 500 MW rating, and it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment(s), in India with such manufacturer(s) who meet the requirements stipulated at clause 3.1 above for the respective equipment(s).

3.3 (a) A JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 3.1 above in India, should have a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 3.1 above (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.

OR


03/02/2026
(Bhaskar Sundrignat)


03/02/26
(D.K. Yadav)


03/02/2026
(Abhishek Singh)

Indian Holding Company, of the Qualified Equipment Manufacturer who meets the requirements stipulated at clause 3.1 above for the respective equipment(s), should have a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with the qualified equipment manufacturer. Further, in such a case, such Indian Holding company shall maintain at least 51 % equity participation in the Qualified Equipment manufacturing company either directly or indirectly, which shall be maintained for a lock-in period of seven (7) years from the date of acquisition of such Qualified Equipment manufacturing company or up to the end of defect liability period of the contract, whichever is later.

(b) Bidder shall be required to furnish a letter of support from Collaborator(s) / Licensor / Technology provider for successful performance of respective equipment(s) valid up to the end of defect liability period of the contract as per the format enclosed in the bidding document (Annexure-6), at the time of placement of order on the approved sub-vendor.

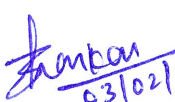
3.4 Before taking up the manufacturing of such equipment(s) as per clause 3.2 and 3.3 above, the Bidder must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licensor's design, manufacturing and quality control system for such equipments duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipments.

3.5 Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer / Collaborator(s) / Licensor(s) proposed by the Bidder for the above equipment(s) is qualified.

3.6 The Employer reserves the right to fully satisfy himself regarding capability and capacity of Bidder / its sub-vendor(s) and the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.

13.0 Condenser Vacuum pumps are sometimes imported by contractor from manufacturers meeting the Provenness criteria as specified above. However, to promote make in India, vacuum pump is identified for Indigenous manufacturing. In case the bidder wants to purchase it from Indigenous sources who does not meet the specified criteria then the bidder to make sure following requirements are met. However, bidder can offer only one pump from indigenous sources for this package.

- (i) Bidder has to make himself fully satisfied that the equipments/components shall perform to meet all the contractual requirement.
- (ii) The bidder will source these equipments from Indian manufacturers who are regular manufacturer of such equipment/components for at least 200 MW or higher size unit.
- (iii) In such a case additional Testing and Quality requirement shall be tied-up for quality assurance checks before award.


03/02/2026
(Bhaskar Sundriyal)


03/02/2026


03/02/2026

- (iv) Apart from specific mandatory spares (identified for Vacuum pump), one additional pump of such indigenous source shall be supplied in addition to the requirement as per specification. Same shall be supplied along with the main equipments without any extra cost to the Employer.
- (v) Additional replacement warranty of 5 year after latent defect period shall be given by the bidder.
- (vi) In case of any failure of these equipment/components during unit operation/commissioning, then bidder shall replace the equipment from NTPC approved sources.

4.21 Air Cooled Condenser (ACC):

Bidder/ Sub vendor shall meet the requirements specified under clause 4.22.1 or 4.22.2 or 4.22.3 along with Notes and clauses 4.22A and 4.22B.

4.22.1 Qualified Air-Cooled Condenser Manufacturer (QACCM)

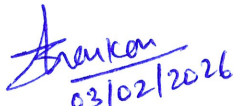
The Bidder should have previously designed, engineered, manufactured / got manufactured the type of direct ACC (Air Cooled Condenser) specified of a 200 MW or higher size Steam Turbine Generator unit which is in successful operation in at least one (1) plant for a period not less than one (1) year.

- 4.22.2 (a)** A JV / Subsidiary Company formed for manufacturing and supply of ACC of the type specified, in India, should have a valid ongoing collaboration/association/ licensing agreement for design, engineering, manufacturing of ACC in India with a QACCM who meets the requirements stipulated at clause 4.22.1 above. Further, in such a case, such QACCM should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Indian Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.

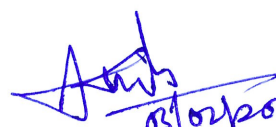
OR,

Indian Holding Company, of the QACCM who meets the requirements stipulated at clause 4.22.1 above for ACC, should have a valid collaboration or licensing agreement for design, engineering, manufacturing of ACC in India with the QACCM. Further, in such a case, such Indian Holding company shall maintain at least 51% equity participation in the Qualified ACC manufacturing company either directly or indirectly through its holding company/ subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of acquisition of such Qualified ACC manufacturing company or up to the end of defect liability period of the contract, whichever is later.

- (b)** Bidder shall be required to furnish a letter of support from Collaborator(s)/ Associate/ Licensor / Technology provider for successful performance of ACC valid up to the end of defect liability period of the contract as per the format enclosed in the bidding document (Annexure-7), at the time of placement of order on the approved sub-vendor.


(Bhaskar Sundriyal)


03/02/2026


03/02/2026

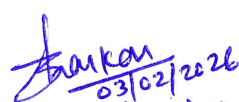
4.22.3 An Indian Bidder who does not meet the provenness requirements specified at clause 4.22.1 or clause 4.22.2 above may also be considered, provided it has supplied at least one number of ACC of the type of direct ACC (Air Cooled Condenser) as specified for at least 200 MW or higher size Steam Turbine generator unit which is in successful operation for a period of not less than one (1) year. However, for design, engineering, manufacturing and supervision for erection and supervision for commissioning of ACC, the Indian Bidder shall necessarily collaborate/ associate with a QACCM who meets the requirements stipulated at clause 4.22.1 above or with an ACC designer who should have previously designed, engineered, supervised erection and supervised commissioning of at least one SRC (Single Row Condenser) type ACC of 200MW or above Steam Turbine Generator unit which is in successful operation in at least one (1) plant for a period not less than one (1) year.

The collaborator/ associate shall necessarily support the Indian Bidder in design, engineering, manufacturing, assembly, erection, commissioning and Performance Testing of ACCs to be supplied under this Package. The collaborator/ associate shall necessarily transfer the technology know-how of ACC pertaining to Design calculations, Thermal modelling, Structural design, Duct design, Duct modelling, Duct CFD, Fan flow modelling to the Indian Bidder. Indian Bidder shall be required to furnish a letter of support from Collaborator / associate for successful performance of ACC valid up to the end of defect liability period of the contract as per the format enclosed in the bidding document (Annexure-7), at the time of placement of order.

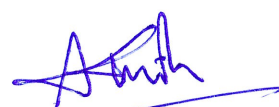
Notes for clause 4.22.1, 4.22.2 and 4.22.3:

- (1) The type of ACC for meeting the qualification shall be 'A' frame Single Row Condenser (SRC), direct air cooled, forced cooling type. Indian Bidder shall offer and supply only type of ACC for which it / it's collaborator/associate is qualified.
- (2) Indian Bidder who already has collaboration as per clause 4.22.3 above in at least one unit, then it will not be required to further collaborate with ACC designer/Technology provider. However, in such a case any problem related to ACC is encountered during execution of the contract as well as any major design issue faced affecting satisfactory performance of ACC till defect liability period, bidder shall resolve the same within a reasonable time (in the opinion of the owner) by itself/through its collaborator/through firm having competency to resolve such issues. If the problem is not resolved within a reasonable period of time in the opinion of the owner, Owner shall have the option to approach directly to the collaborator/licensor/technology Provider or any other firm to resolve the issue. In such a case the financial expenditure(s) incurred by Owner for resolution of such issues will be to bidder's account. Accordingly, bidder shall be required to submit a letter along with the techno commercial bid valid up to the end of defect liability period of the contract, as per the format enclosed in the bidding documents (Annexure-8).

4.22A The Bidder shall follow the Government of India guidelines under "Make in India" for setting up manufacturing and testing facilities at its works as per Collaborator/ associate/ technology provider/ licensor's design, manufacturing and quality control system for ACC duly certified by the Collaborator/ associate/ technology provider/licensor. Further, the


(Bhaskar Sundriyal)
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Collaborator/ associate/ technology provider/ Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of ACC.

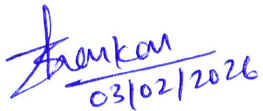
4.22B The Employer reserves the right to fully satisfy himself regarding capability and capacity of Bidder/ its sub vendor and the proposed arrangement and may prescribe additional requirement before allowing manufacturing of the ACC for this contract.

11.0 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/its Collaborators/ licensor/ its sub-contractors to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

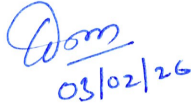
12.0 To enable the approval of sub-vendors, the Bidder shall provide all necessary data such as type, design, make, capacity, duty conditions, date of commissioning/ operation etc.

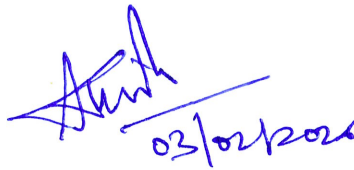
Note:

- (a) The Employer reserve the right to fully satisfy himself regarding capability and capacity of vendor / its sub-vendors and proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment.
- (b) The vendors should confirm their acceptance for submission of all documents / information required for registration with BHEL and approval of NTPC.


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(Bhaskar Sundriyal)


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**Pre-Qualification Requirement for ACC Erection
(Technical)**

1. Bidder or it's Sub-vendor should have successfully erected Air Cooled Condenser of STG rating of 200 MW or higher size.

OR

2. Bidder or it's Sub-vendor should have successfully erected Boiler having bolted structure of a 200 MW or higher size.

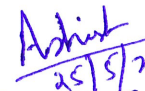
Notes:

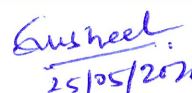
- I. Above mentioned pre-qualification requirement is minimum. It is the responsibility of the bidder to ensure smooth & successful erection and commissioning of ACC. It is also recommended that Bidder or it's Sub-vendor (As applicable) should have prior experience of working at height. Hence bidder to finalize the sub-vendor considering all the critical aspects of ACC erection.
- II. For the purpose of qualification as per clause at sl. No. 1 & 2 above, experience shall be reckoned as on date of issuance of enquiry.
- III. Repair / Rectification / R&M works shall not be considered as proof of experience.
- IV. Bidder shall submit the documents for qualification requirement as mentioned below along with the Bid.
 - a) Unpriced copy of Purchase order
 - b) Erection completion certificate
 - c) Relevant documents for verification of type of equipment & rating.
- V. Above listed documents are minimum. Any other document required by BHEL for establishment of provenness shall be provided by the bidder without any commercial implications. All the specified documents shall be submitted by the bidder in English language only. BHEL reserves the right to fully satisfy themselves regarding capability and capacity of the bidder/sub-vendor and proposed arrangement and may prescribe additional requirement before allowing the Erection of ACC for this contract.

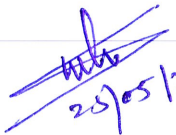

25/05/2026
(Bhaskar Sundriyal)

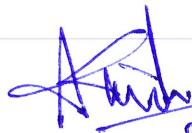

25/05/2026
(D.K. YADAV)


(MOHD. SHAVEZ KHAN)


25/5/2026
(ASHISH GUPTA)


25/05/2026
(Sushheel Kothiyal)


25/05/26
(Shiva Kant)


25/05/2026
(Ashok Kumar Singh)

Note: If Customer's letter head is in language other than English then translation in English shall be written below header.

Date :

TO WHOMESO EVER IT MAY CONCERN

This is to certify that M/s XXXXX have Designed, Engineered, Manufactured, Erected/Supervised Erection & Commissioned/Supervised Commissioning, Performance tested and supplied us Air Cooled Condensers of 'A' frame single row condenser (SRC) Direct air cooled & forced cooling type for ___ x ___ MW units at our xxxxx Power Station, under our Purchase Order No. xxxxx dt xxx.

The Air-Cooled Condensers were commissioned & handed over in dtd xxxxx and is in successful operation without any problem since commencement of operation.

The air-cooled condensers are under successful operation & working satisfactorily.

Name of the Organization :

Signature :

Name of the Signatory :

Designation :

Place :

Date of issue :

Seal & Stamp of the
Organization :

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF
..... (TG & Aux. area related Equipments Name) FOR DARLIPALI
STPS STAGE-II (1X800MW), EPC PACKAGE**

TO:
[EMPLOYERS NAME & ADDRESS]

Sub: Letter of Support submitted From (name of the Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*) undertaking the responsibility for satisfactory performance of(name of the equipment).

Dear Sirs,

1. In accordance with the Award of the Contract by (Name of the Contractor) to M/s. (Name of the sub-vendor), we the aforesaid Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*, (M/s) shall be fully responsible for the satisfactory performance of the (Equipment name).
2. Further, the manner of achieving the objective set forth in point 1. above shall be as follows:
For (Equipment name):
 - (a) We shall provide design, manufacturing and assembly drawings of..... (Equipment name). (Equipment name) shall be manufactured and supplied as per above design provided by us and the drawings approved by Employer.
 - (b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the..... (Equipment name).
 - (c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.
 - (d) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by the Employer.
3. We, the Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer* do hereby undertake and confirm that this Letter of Support shall be valid till the end of the defect liability period of the contract.

Signature of the Authorised Representative:.....
For M/s

(*Collaborator*/Technology provider*/Licensor/ Qualified equipment manufacturer*)

Name
Designation
Date:.....
Common Seal of the Company

***: Strike off whichever is not applicable.**

Signature of authorized signatory.....

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF AIR
COOLED CONDENSER (ACC) FOR DARLIPALI STPS STAGE-II
(1X800MW), EPC PACKAGE**

TO:
[EMPLOYERS NAME & ADDRESS]

Sub: Letter of Support submitted From (name of the Collaborator*/Associate*/Technology provider*/Licensor*/Qualified ACC manufacturer*) undertaking the responsibility for satisfactory performance of ACC.

Dear Sirs,

1. In accordance with the Award of the Contract by (Name of the Contractor) to M/s. (Name of the sub-vendor), we the aforesaid Collaborator*/Associate*/Technology provider*/Licensor*/Qualified ACC manufacturer*, (M/s) shall be fully responsible for the satisfactory performance of the ACC.
2. Further, the manner of achieving the objective set forth in point 1. above shall be as follows:
For ACC:
 - (a) We shall provide*/have provided* design, engineering, design calculation, manufacturing and assembly drawings of ACC. ACC shall be manufactured and supplied as per above design provided by us and the drawings approved by Employer.
 - (b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the ACC.
 - (c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.
 - (d) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by the Employer.
 - (e) We shall transfer the technology know-how of ACC pertaining to Design calculations, Thermal modelling, Structural design, Duct design, Duct modelling, Duct CFD, Fan flow modelling to the Bidder/sub-vendor.
3. We, the Collaborator*/Associate*/Technology provider*/Licensor*/Qualified ACC manufacturer* do hereby undertake and confirm that this Letter of Support shall be valid till the end of the defect liability period of the contract.

Signature of the Authorised Representative:.....
For M/s

(*Collaborator/*Associate/*Technology provider/*Licensor/ Qualified ACC manufacturer*)

Name
Designation
Date:.....
Common Seal of the Company

*: Strike off whichever is not applicable.

Signature of authorized signatory.....

**LETTER TO ENSURE SATISFACTORY PERFORMANCE OF AIR-COOLED CONDENSER
(ACC) FOR DARLIPALI STPS STAGE-II (1X800MW), EPC PACKAGE**

TO:
[EMPLOYERS NAME & ADDRESS]

Sub: Letter to ensure satisfactory performance of Air-Cooled Condenser (ACC) for DARLIPALI STPS STAGE-II (1X800MW)

Dear Sirs,

This has reference to your IFB reference no. _____ for the captioned package.

We _____ (Name of Bidder) confirm that *We / our Indian *Sub-vendor under valid agreements for ACC with M/s _____ (Name of Collaborator*/Licensor*/Technology Provider) *have/*had collaboration for (Name of the project with unit nos. and rating) and *have acquired/*shall acquire technology for ACC. We further confirm that *we / our Indian * Sub-vendor *have/*shall fully *absorbed/*absorb the technology regarding design, manufacturing, erection, testing and commissioning for ACC. As per *our/Our Indian * Sub-vendor agreement with the *Collaborator*/Licensor*/Technology Provider, *we / our Indian * Sub-vendor have rights to continue the design, manufacturing and supply of these ACC even after expiry of the above mentioned agreement.

We confirm that in case of the award of the 'Contract' for the subject package to us, we shall be fully responsible for the satisfactory performance of the ACC covered under the contract. However, in the event any problem is encountered on ACC during execution of the contract as well as any major design issue faced affecting satisfactory performance of ACC till defect liability period, we shall resolve the same within reasonable time (in the opinion of the owner) by ourselves. In case we are not able to resolve the issue ourselves, we agree to first engage the collaborator and (if required) then engage any technical expert / firm having competency to resolve such issues. If still the problem does not get resolved within reasonable period of time (in the opinion of the owner), OWNER has the option to approach directly to collaborator*/licensor*/technology Provider* or any other party. In such a case the financial expenditure(s) incurred by OWNER for resolution of such issues will be to our account.

We confirm that we have no objection in OWNER approaching to the *Collaborator*/Licensor*/Technology Provider or any other party directly to resolve the problem. We _____ (Name of Bidder) further confirm that there is no binding arrangement between *us / our Indian * Sub-vendor and the “*Collaborator*/Licensor*/Technology Provider” in this regard.

We, hereby undertake and confirm that this Letter shall be irrevocable and valid up to the end of the defect liability period of the contract.

Signature of Bidder's Authorised signatory: _____
Name _____
Designation _____
Date _____
Common Seal of the Company

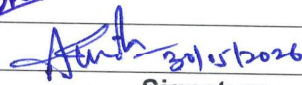
Note: Collaborator/Licensor/Technology Provider means the party from which the 'Bidder' / its Indian Sub-vendor has absorbed the technology under Technology transfer agreement.

* Strike off whichever is not applicable.

Signature of authorized signatory.....

Provenness Criteria

1. The Bidder is required to meet the provenness criteria and / or qualification requirement of Air-Cooled Condenser (ACC) & Condenser air evacuation system as stipulated in Annexure-3.
2. For the purpose of qualification as per clause at S.No.1, Annexure-3 above, experience shall be reckoned up to 29th March, 2026.
3. Bidder to submit the documents for qualification requirement as per Annexure-1 along with the Bid. In addition to the documents/requirements specified, employer/ owner may prescribe additional requirements / documents / formats as necessary to fully satisfy himself regarding capability and capacity of Bidder/ its sub-vendor(s)
4. For additional / new sub vendors for Condenser air evacuation system, Bidder to submit the documents to fulfill the Provenness Criteria of sub vendor (refer document no. HXE/SK/2375/3), after the award of contract.
5. For the selection of erection agency, the Provenness shall be in line with HXE/SK/2375/1 Annexure-3A.

Worked by	Mohammed Shavez Khan	
Checked by	Ashish Gupta	
Approved by	Alok Kumar Singh	
	Name	Signature

Documents/Details required for clause 4.21 of Provenness Criteria for Air-Cooled Condenser (Refer Annexure-3)

A : For Clause 4.22.1:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) as stipulated in the clause 4.22.1 as per equipment rating and type specified at a plant.
- ii. Certificate of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point A(i) above duly certified from end user. Format shall be as per Annexure-4.
- iii. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.

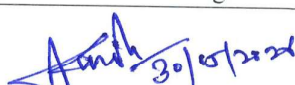
B : For Clause 4.22.2 (a & b):

1. In case of JV/Subsidiary company:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) of collaborator / licensor as stipulated in the clause 4.22.1 as per equipment rating and type specified at a plant.
- ii. Certificate of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point (i) above duly certified from end user. Format shall be as per Annexure-4.
- iii. Copy of document of incorporation of JV/Subsidiary company in India
- iv. Copy of valid ongoing collaboration / association / licensing agreement for design, engineering, manufacturing of such equipment in India with the collaborator or technology licensor who meets the requirement stipulated at 4.22.1.
- v. Copy of document of at least 26% equity participation of qualified equipment manufacturer in the Indian JV company / subsidiary company directly or indirectly through its holding company/ subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such JV/subsidiary or up to the end of defect liability period of the contract whichever is later.
- vi. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.
- vii. A letter of support from Collaborator(s) / Associate / Licensor / Technology provider for successful performance of respective equipment(s) valid up to the end of defect liability period of the contract as per the Annexure-7 before the placement of order.

2. In case of Indian holding company:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) of collaborator / licensor as stipulated in the clause 4.22.1 as per equipment rating and type specified at a plant.
- ii. Certificate of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point (i) above duly certified from end user. Format as per Annexure-4.
- iii. Copy of document of incorporation of Indian holding company.
- iv. Copy of valid ongoing collaboration or licensing agreement for design, engineering, manufacturing, of ACC in India with the collaborator or technology licensor who meets the requirement stipulated at 4.22.1.
- v. Copy of document showing at least 51% equity in the Qualified ACC manufacturing company either directly or indirectly through its holding company/ subsidiary company in line with Annexure-3 of the provenness document.
- vi. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.

Worked By:	Checked By:	Approved By:
Mohammed Shavez Khan	Ashish Gupta	Alok Kumar Singh
		

- vii. A letter of support from Collaborator(s) / Licensor / Associate / Technology provider for successful performance of respective equipment(s) valid up to the end of defect liability period of the contract as per the Annexure-7, at the time of placement of order on the approved bidder.

C : For Clause 4.22.3:

- i. Copy of purchase Order (un-priced) for Air Cooled Condenser ('A' frame, single row condenser, direct air cooled, forced cooling type) as per equipment rating and type specified at a plant as stipulated in the clause 4.22.3.
- ii. Copy of valid collaboration / association for design, engineering, manufacturing, supervision for erection and supervision for commissioning of ACC ('A' frame, single row condenser, direct air cooled, forced cooling type) with:

the collaborator or technology licensor who meets the requirement stipulated at 4.22.1

OR

- with an ACC designer who should have previously designed, engineered, supervised erection and supervised commissioning of at least one SRC (Single Row Condenser) type ACC ('A' frame, single row condenser, direct air cooled, forced cooling type) of 200MW or above Steam Turbine Generator unit which is in successful operation in at least One (1) plant for a period not less than one (1) year.
- iii. Certificates of supply, completion of successful operation for at least 1 year of the equipment supplied at the plant mentioned in point (i & ii) above duly certified from end user. Format as per Annexure-4.
 - iv. Duly filled, signed and stamped attachment 3K as per Annexure-2, as applicable.
 - v. A letter of support from Collaborator / associate for successful performance of ACC valid up to the end of defect liability period of the contract as per the Annexure-7 or Annexure-8 as applicable, at the time of placement of order on the approved Indian bidder.

D : For Clause 4.22A (Applicable for all bidder as per Clause A, B, & C):

- i. Bidder / its sub vendor to submit copy of authorization certificate by collaborator / associate / technology provider / licensor for setting up manufacturing and testing facilities at its works in line with Government of India guidelines under 'Make in India'.
- ii. Declaration/certificate for setting up manufacturing & testing facilities as per GOI "Make in India" policy in line with PQR Clause 4.22 A.

Above listed documents are minimum. Any other document required by BHEL/NTPC for establishment of provenness shall be provided by the bidder without any commercial implications. BHEL/NTPC reserved the right to fully satisfy himself regarding capability and capacity of the bidder and proposed arrangement and may prescribe additional requirement before allowing the manufacturing of ACC for this contract.

Worked By:	Checked By:	Approved By:
Mohammed Shavez Khan	Ashish Gupta	Alok Kumar Singh
		 30/05/2026

ATTACHMENT - 3K
PAGE 40 OF 138

TELANGANA TPP STAGE-II (3X800MW), MAIN PLANT PACKAGE
BIDDING DOCUMENT NO. CS-8014/9592/0371-001A-2

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

S. No.	Item Description	Installation-1
1.00.00	Details of manufacturer of equipment for units of atleast 500 MW rating as per clause 3.2 of Sub-Section-I-A, Section-VI, Part-A.	
1.01.01	Name and Address of Sub-Vendor	
1.01.02	Name and Address telephone No. & Fax No. of responsible persons of the Sub-Vendor	
1.01.03	Name of the equipment to be supplied by the Sub-Vendor	
1.02.00	Details of Reference Plant	
1.02.01	Name of the Station and its Location	
1.02.02	Client Name and its Address, Fax No. & Tel.Nos.	
1.02.03	Name and Designation of the responsible person in Client's Organisation	
1.02.04	Contract No. & Date	
1.02.05	Capacity in MW of Unit and no. of Units	
1.02.06	Starting Date of Work/ Date of Order	

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
1.02.07	Scheduled Date of Completion	
1.02.08	Actual Date of Completion	
1.02.09	Date of Commissioning of System/Package	
	Whether the system/equipments are in successful operation as on the date of LoA	Yes/No
1.02.10	Date of Commencement of Successful Operation	
1.02.11	Brief Scope of Work	
1.02.12	M/s (Name of the Sub-vendor) is a regular manufacturer of (Name of the equipment) for units of atleast 500 MW rating	Yes/No
1.02.13	Certificate from such Owner that aforesaid equipment has been supplied by the sub-vendor and is running satisfactorily as on the date of LoA is enclosed to this Attachment at Annexure.....	Yes/No
1.02.14	The proposed sub-vendor M/s. has a collaboration/valid licensing agreement for design, engineering, manufacturing, supply of (Name of the equipment) in India with M/s (Name of Collaborator) who meets the requirement at clause no. 3.1 of sub-section-IA, Part-A, Section-VI & the relevant details are furnished at relevant Attachment (as applicable)	Yes/No
	Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure.....	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
2.00.00	Details of Subsidiary/JV Company proposed for manufacturing of critical equipment as per Clause 3.3 of Sub-section-1A, Section-VI, Part-A	
2.01.00	Name and Address with Telephone Number of the Indian Subsidiary / JV Company proposed for manufacturing of (Name of the equipment).	
2.02.00	Name and Address with Telephone No. of the promoter(s) of the Subsidiary/ JV Company	
2.03.00	% of the Equity held by the promoter(s)	
2.04.00	Equity lock in period (from the date of incorporation of JV/Subsidiary Company)	
2.05.00	Name and Address with Telephone No. of a promoter of Subsidiary / JV Company formed at 2.01.00 above who meets the requirement of Clause 3.1 Sub-section-I-A, Section-VI, Part-A (Please furnish experience details as per relevant Attachment 3K)	
2.06.00	M/s. (the subsidiary/ JV Company) has a collaboration or valid licensing agreement with M/s (subsidiary/JV promotor) for design, Engineering, Manufacturing & Supply of (Name of the equipment) in India. Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure.....	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
2.07.00	If equity held by the Qualified Equipment Manufacturer (as per clause 3.1)	
2.08.00	Whether equity held directly or indirectly ?	
2.09.00	If indirectly then furnish the relationship tree alongwith all relevant subsidiaries and holding company	
2.10.00	Please furnish the committment for lock in period as per requirement	
2.11.00	Bidder to furnish documentary evidence in support of above data	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

TELANGANA TPP STAGE-II (3X800MW), MAIN PLANT PACKAGE
BIDDING DOCUMENT NO. CS-8014/9592/0371-001A-2
(Experience List of Bidder - Applicable to all the Bidders)

Bidder's Name and Address :

To
Contract Services
NTPC Limited
Noida-201301

3.00.00 Details of manufacturer of proven equipments.

S. No.	Item Description	Station-I
A.	AIR COOLED CONDENSER (ACC) (Refer Cl. 4.22, 4.22A and 4.22 B sub-section-IA, Part-A, Section-VI of Bid Documents)	
1.00.00	Name, Address & Telephone No. of the manufacturer	
1.01.00	Name of the Station and its Location	
1.02.00	Client Name and its Address, Fax No. & Tel.Nos.	
1.03.00	Name and Designation of the responsible person in Client's Organisation	
1.03.00	Contract No. & Date	
1.04.00	Capacity in MW of Unit and no. of Units	
1.05.00	Starting Date of Work/ Date of Order	
1.06.00	Scheduled Date of Completion	
1.07.00	Actual Date of Completion	
1.08.00	Date of Commissioning of System/Package	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.09.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.10.00	Date of Commencement of Successful Operation	
1.11.00	Brief Scope of Work	
1.12.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type : Direct Air Cooled, Forced cooling, Single row type	Yes/No
	(iv) Design Standard	
	(v) Rated Heat Load (G Kal/hr.)	
	(vi) Design Ambient temp. (deg. C)	
	(vii) Max. Ambient temp. (Design) (deg. C)	
	(viii) Condenser Pressure [mm of Hg(a)]	
	(ix) Overall Heat Transfer Coefficient (Kcal/hr sq.m. deg.C)	
	(x) Surface Area (sq.m.)	
	(xi) ACC Height	
	(xii) No. of Fans	
	(xiii) Floor area (width x length)	
	(xiv) kW rating of each fan	
	(xv) Location w.r.t A-row	
	(xvi) Arrangement of modules	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(xvi) Tube material	
	(xviii) ACC Make	
	(xix) Tube type	
	(xx) Type of condenser support	
1.13.00	Are these condenser(s) running with Steam turbine generator sets	Yes/No

Signature of authorized signatory.....

S. No.	Item Description	Station-I
--------	------------------	-----------

**F. CONDENSER AIR
EVACUATION PUMPS**

- | | |
|---------|---|
| 1.01.00 | Name, Address, Telephone No.
of manufacturer |
| 1.02.00 | Name of the Station and
its Location |
| 1.03.00 | Client Name and its Address,
Fax No. & Tel.Nos. |
| 1.04.00 | Name and Designation of
the responsible person in
Client's Organisation |

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.05.00	Contract No. & Date	
1.06.00	Capacity in MW of Unit and No. of Units	
1.07.00	Starting Date of Work/ Date of Order	
1.08.00	Scheduled Date of Completion	
1.09.00	Actual Date of Completion	
1.10.00	Date of Commissioning of System/Package	
1.11.00	Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year	Yes/No
1.12.00	Date of Commencement of Successful Operation	
1.13.00	Brief Scope of Work	
1.14.00	Brief Technical Particulars of the System/Package/Equipments :	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) Type (Liquid Ring Type or any other type)	
	(iv) Make / Model No.	
	(v) Number per T.G. Unit	
	(vi) Rated free Dry Air Capacity in SCFM [at 25.4 mm Hg (abs) Suction Pressure at 21.1°C] of each Pump	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(vii) Hogging Capacity of each Pump (at 254mm Hg (abs) Suction Pressure in SCFM	
	(viii) I.T.D. (deg.C)	
	(ix) Temp. of Cooling Water to Vacuum Pump Heat Exchanger (deg.C)	
	(x) Type of Heat Exchanger (Shell & Tube Type/Plate Type)	
	(xi) No. of Stages	
	(xii) Whether Air Ejector is provided or not	
	(xiii) Impeller Material	
	(xiv) Casing Material	
1.15.00	Are these Condenser Air Evacuation Pumps running with Steam Turbine Generator Sets	Yes/No

Signature of authorized signatory.....

Purchase Qualification Requirement (PQR) For Condenser Air Evacuation System & Air-Cooled Condenser

The vendor / its sub-vendor(s) is required to meet the provenness criteria and / or qualification requirement of critical equipment, auxiliaries, systems and bought out items for an 800MW rating steam generating sets as per criteria stipulated below. The Bidder/its Sub vendor(s) shall be a company incorporated in India under the Companies Act of India for Collaborator(s) / Associate / Licensor / Technology provider route as specified in various clauses of the provenness requirement for equipment/systems.

Provenness Criteria for equipment(s):

3.0 Condenser Air Evacuation System

- 3.1 The Bidder/ Sub vendor should have previously designed (either by itself or under collaboration / licensing agreement), manufactured / got manufactured the respective equipment(s) of the type and minimum equipment rating as stipulated below such that the respective equipment(s) are in successful operation in at least one (1) plant for a period not less than one (1) year. The reckoned date for such experience shall be as per clause 2.0 of HXE/SK/2375/1.

Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer proposed by the Bidder for the below equipment(s) is qualified.

Table : 1

S.No.	Name of Equipment	Type of Equipment	Equipment Rating
1	Condenser Air Evacuation system	Liquid Ring type for steam generator sets	Free dry Air Capacity 30 SCFM at 1" of Hg(abs) at 21.1 deg C.

- 3.2 In case the Bidder or the proposed Indian sub-vendor(s) is not manufacturer of proven equipment(s) as per clause 3.1 above then it should have manufactured such equipment(s) for units of at least 500 MW rating, and it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment(s), in India with such manufacturer(s) who meet the requirements stipulated at clause 3.1 above for the respective equipment(s).
- 3.3 (a) A JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 3.1 above in India, should have a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at clause 3.1 above (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.


(MOHAMMED SHAVEZ KHAN)


(ANSHU)


(ASHISH GUPTA)


(Alok Kumar / AGM-HXE)

OR,

Indian Holding Company, of the Qualified Equipment Manufacturer who meets the requirements stipulated at clause 3.1 above for the respective equipment(s), should have a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with the qualified equipment manufacturer. Further, in such a case, such Indian Holding company shall maintain at least 51 % equity participation in the Qualified Equipment manufacturing company either directly or indirectly, which shall be maintained for a lock-in period of seven (7) years from the date of acquisition of such Qualified Equipment manufacturing company or up to the end of defect liability period of the contract, whichever is later.

- 3.3 (b) Bidder shall be required to furnish a letter of support from Collaborator(s) / Licensor / Technology provider for successful performance of respective equipment(s) valid up to the end of defect liability period of the contract as per the format enclosed in the bidding Document (Annexure-6), at the time of placement of order on the approved sub-vendor.
- 3.4 Before taking up the manufacturing of such equipment(s) as per clause 3.2 and 3.3 above, the Bidder / its sub vendor(s) must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licensor's design, manufacturing and quality control system for such equipments duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipments.
- 3.5 Bidder shall offer and supply only the type of the above equipment(s) for which it, itself or the manufacturer / Collaborator(s) / Licensor(s) proposed by the Bidder for the above equipment(s) is qualified.
- 3.6 The Employer reserves the right to fully satisfy himself regarding capability and capacity of Bidder / its sub-vendor(s) and the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.
- 13.0 Condenser Vacuum pumps are sometimes imported by contractor from manufacturers meeting the Provenness criteria as specified above. However, to promote make in India, vacuum pump is identified for Indigenous manufacturing. In case the bidder wants to purchase it from Indigenous sources who does not meet the specified criteria then the bidder to make sure following requirements are met. However, bidder can offer only one pump from indigenous sources for this package.
- (i) Bidder has to make himself fully satisfied that the equipments/ components shall perform to meet all the contractual requirement.
 - (ii) The bidder will source these equipments from Indian manufacturers who are regular manufacturer of such equipment/components for at least 200 MW or higher size unit.
 - (iii) In such a case additional Testing and Quality requirement shall be tied-up for quality assurance checks before award.


30/5/26
(MOHD. SHAVEZ KHAN)


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(MUKOM)


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(ASHISH GUPTA)


30/05/2026
(ABHINAV KUMAR)

- 4.22.3** An Indian Bidder/its Indian sub vendor who does not meets the provenness requirements specified at clause 4.22.1 or clause 4.22.2 above may also be considered, provided it has supplied at least one number of ACC of the type of direct ACC (Air Cooled Condenser) as specified for at least 200 MW or higher size Steam Turbine generator unit which is in successful operation for a period of not less than one (1) year. However, for design, engineering, manufacturing and supervision for erection and supervision for commissioning of ACC, the Indian Bidder/its Indian sub vendor shall necessarily collaborate/ associate with a QACCM who meets the requirements stipulated at clause 4.22.1 above or with an ACC designer who should have previously designed, engineered, supervised erection and supervised commissioning of at least one SRC (Single Row Condenser) type ACC of 200MW or above Steam Turbine Generator unit which is in successful operation in at least one (1) plant for a period not less than one (1) year.

The collaborator/ associate shall necessarily support the Indian Bidder/its Indian sub vendor in design, engineering, manufacturing, assembly, erection, commissioning and Performance Testing of ACCs to be supplied under this Package. The collaborator/ associate shall necessarily transfer the technology know-how of ACC pertaining to Design calculations, Thermal modelling, Structural design, Duct design, Duct modelling, Duct CFD, Fan flow modelling to the Indian Bidder/its Indian sub vendor.

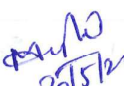
Indian Bidder/its Indian sub vendor shall be required to furnish a letter of support from Collaborator / associate for successful performance of ACC valid up to the end of defect liability period of the contract as per the format enclosed in the bidding document (Annexure-7), at the time of placement of order on the approved Indian sub-vendor.

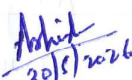
Notes for clause 4.22.1, 4.22.2 and 4.22.3:

- 1) The type of ACC for meeting the qualification shall be 'A' frame Single Row Condenser (SRC), direct air cooled, forced cooling type. Indian Bidder/its Indian sub vendor shall offer and supply only type of ACC for which it/it's collaborator/associate is qualified.
- 2) Indian Bidder/its Indian sub vendor who already has collaboration as per clause 4.22.3 above in at least one unit, then it will not be required to further collaborate with ACC designer/Technology provider. However, in such a case any problem related to ACC is encountered during execution of the contract as well as any major design issue faced affecting satisfactory performance of ACC till defect liability period, bidder shall resolve the same within a reasonable time (in the opinion of the owner) by itself/through its collaborator/through firm having competency to resolve such issues. If the problem is not resolved within a reasonable period of time in the opinion of the owner. Owner shall have the option to approach directly to the collaborator/licensor/technology Provider or any other firm to resolve the issue. In such a case the financial expenditure(s) incurred by Owner for resolution of such issues will be to bidder's account. Accordingly, bidder shall be required to submit a letter along with the techno commercial bid valid up to the end of defect liability period of the contract, as per the format enclosed in the bidding documents (Annexure-8).

- 4.22 A** The Bidder/ its sub vendor shall follow the Government of India guidelines under 'Make in India for setting up manufacturing and testing facilities at its works as per Collaborator/ associate/ technology provider/ licensor's design, manufacturing and quality control system for ACC duly certified by the Collaborator/ associate/ technology provider/ licensor. Further, the Collaborator/ associate/ technology provider/ Licensor shall provide (or should


30.5.26
(MOHAMMED SHAVEZ KHAN)


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(MUKESH)


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(ASHISH GUPTA)


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(ADARSH KUMAR)

- (iv) Apart from specific mandatory spares (identified for Vacuum pump), one additional pump of such indigenous source shall be supplied in addition to the requirement as per specification. Same shall be supplied along with the main equipments without any extra cost to the Employer.
- (v) Additional replacement warranty of 5 year after latent defect period shall be given by the bidder.
- (vi) In case of any failure of these equipment/components during unit operation/commissioning, then bidder shall replace the equipment from NTPC approved sources.

4.22 Air Cooled Condenser (ACC)

Bidder/ Sub vendor shall meet the requirements specified under clause 4.22.1 or 4.22.2 or 4.22.3 along with Notes and clauses 4.22A and 4.22B.

4.22.1 Qualified Air-Cooled Condenser Manufacturer (QACCM)

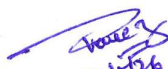
The Bidder/ Sub vendor should have previously designed, engineered, manufactured / got manufactured the type of direct ACC (Air Cooled Condenser) as specified of a 200 MW or higher size Steam Turbine Generator unit which is in successful operation in at least one (1) plant for a period not less than one (1) year.

- 4.22.2** (a) A JV / Subsidiary Company formed for manufacturing and supply of ACC of the type specified, in India, should have a valid ongoing collaboration/association/ licensing agreement for design, engineering, manufacturing of ACC in India with a QACCM who meets the requirements stipulated at clause 4.22.1 above. Further, in such a case, such QACCM should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Indian Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.

OR,

Indian Holding Company, of the QACCM who meets the requirements stipulated at clause 4.22.1 above for ACC, should have a valid collaboration or licensing agreement for design, engineering, manufacturing of ACC in India with the QACCM. Further, in such a case, such Indian Holding company shall maintain at least 51% equity participation in the Qualified ACC manufacturing company either directly or indirectly through its holding company/ subsidiary company, which shall be maintained for a lock-in period of seven (7) years from the date of acquisition of such Qualified ACC manufacturing company or up to the end of defect liability period of the contract, whichever is later.

- (b) Bidder shall be required to furnish a letter of support from Collaborator(s)/ Associate/Licenser/ Technology provider for successful performance of ACC valid up to the end of defect liability period of the contract as per the format enclosed in the bidding document (Annexure-7), at the time of placement of order on the approved sub-vendor.


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(MOHAMMED SHAVEZ KHAN)


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(ASHISH GUPTA)


30/05/2026
(Abhinav Singh)

have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of ACC.

- 4.22 B** The Employer reserves the right to fully satisfy himself regarding capability and capacity of Bidder/ its sub vendor and the proposed arrangement and may prescribe additional requirement before allowing manufacturing of the ACC for this contract.
- 11.** Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/its Collaborators/ licenser/ its sub-contractors to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
- 12.** To enable the approval of sub-vendors, the Bidder shall provide all necessary data such as type, design, make, capacity, duty conditions, date of commissioning/ operation etc.

Note:

- (a) The Employer reserve the right to fully satisfy himself regarding capability and capacity of vendor / its sub-vendors and proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment.
- (b) The vendors should confirm their acceptance for submission of all documents / information required for registration with BHEL and approval of NTPC.


30/5/26
(MOHAMMED SHAVEZ KHAN)


30/5/26
(MUKESH)


30/5/2026
(ASHISH GUPTA)


30/05/2026
(AKASH KUMAR)

PRE-QUALIFICATION REQUIREMENT FOR ACC ERECTION (TECHNICAL)

1. Bidder or it's Sub-vendor should have successfully erected Air-Cooled Condenser of STG rating of 200 MW or higher size.

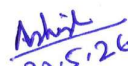
OR

2. Bidder or it's Sub-vendor should have successfully erected Boiler having bolted structure of a 200 MW or higher size.

Notes:

- I. Above mentioned pre-qualification requirement is minimum. It is the responsibility of the bidder to ensure smooth & successful erection and commissioning of ACC. It is also recommended that Bidder or it's Sub-vendor (as applicable) should have prior experience of working at height. Hence, bidder to finalize the sub-vendor considering all the critical aspects of ACC erection.
- II. For the purpose of qualification as per clause at S.No.1 & 2 above, experience shall be reckoned as on date of issuance of enquiry.
- III. Repair / Rectification / R&M works shall not be considered as proof of experience.
- IV. Bidder shall submit the documents for qualification requirement as mentioned below along with the Bid.
 - a) Unpriced copy of Purchase Order.
 - b) Erection Completion Certificate.
 - c) Relevant documents for verification of type of equipment & rating.
- V. Above listed documents are minimum. Any other document required by BHEL for establishment of Provenness shall be provided by the bidder without any commercial implications. All the specified documents shall be submitted by the bidder in English language only. BHEL reserves the right to fully satisfy themselves regarding capability and capacity of the bidder/sub-vendor and proposed arrangement and may prescribe additional requirement before allowing the Erection of ACC for this contract.


30.5.26


30.5.26
(ASHISH GUPTA)


30/05/2026
Alok K. Singh
(AQM/MPLE)

Document No:- HXE/SK/2375/1
ANNEXURE-4

Note: If Customer's letter head is in language other than English then translation in English shall be written below header.

Date :

TO WHOMESO EVER IT MAY CONCERN

This is to certify that M/s XXXXX have Designed, Engineered, Manufactured, Erected/Supervised Erection & Commissioned/Supervised Commissioning, Performance tested and supplied us Air Cooled Condensers of 'A' frame single row condenser (SRC) Direct air cooled & forced cooling type for __ x __ MW units at our xxxxx Power Station, under our Purchase Order No. xxxxx dated xxx.

The Air-Cooled Condensers were commissioned & handed over in dated xxxxx and is in successful operation without any problem since commencement of operation.

The air-cooled condensers are under successful operation & working satisfactorily.

Name of the Organization :

Signature :

Name of the Signatory :

Designation :

Place :

Date of issue :

Seal & Stamp of the
Organization :

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF
..... (TG & Aux. area related Equipments Name) FOR
TELANGANA TPP STAGE-II (3X800MW), MAIN PLANT PACKAGE**

TO:
[EMPLOYERS NAME & ADDRESS]

Sub: Letter of Support submitted From (name of the Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*) undertaking the responsibility for satisfactory performance of(name of the equipment).

Dear Sirs,

1. In accordance with the Award of the Contract by (Name of the Contractor) to M/s. (Name of the sub-vendor), we the aforesaid Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer*, (M/s) shall be fully responsible for the satisfactory performance of the (Equipment name).
2. Further, the manner of achieving the objective set forth in point 1. above shall be as follows:
For (Equipment name):
 - (a) We shall provide design, manufacturing and assembly drawings of..... (Equipment name). (Equipment name) shall be manufactured and supplied as per above design provided by us and the drawings approved by Employer.
 - (b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the..... (Equipment name).
 - (c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.
 - (d) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by the Employer.
3. We, the Collaborator*/Technology provider*/Licensor*/Qualified equipment manufacturer* do hereby undertake and confirm that this Letter of Support shall be valid till the end of the defect liability period of the contract.

Signature of the Authorised Representative:.....
For M/s

(*Collaborator*/Technology provider*/Licensor/ Qualified equipment manufacturer*)

Name
Designation
Date:.....
Common Seal of the Company

***: Strike off whichever is not applicable.**

Signature of authorized signatory.....

**LETTER OF SUPPORT FOR SATISFACTORY PERFORMANCE OF AIR
COOLED CONDENSER (ACC) FOR TELANGANA TPP STAGE-II
(3X800MW), MAIN PLANT PACKAGE**

TO:
[EMPLOYERS NAME & ADDRESS]

Sub: Letter of Support submitted From (name of the Collaborator*/Associate*/Technology provider*/Licensor*/Qualified ACC manufacturer*) undertaking the responsibility for satisfactory performance of ACC.

Dear Sirs,

1. In accordance with the Award of the Contract by (Name of the Contractor) to M/s. (Name of the sub-vendor), we the aforesaid Collaborator*/Associate*/Technology provider*/Licensor*/Qualified ACC manufacturer*, (M/s) shall be fully responsible for the satisfactory performance of the ACC.
2. Further, the manner of achieving the objective set forth in point 1. above shall be as follows:
For ACC:
 - (a) We shall provide*/have provided* design, engineering, design calculation, manufacturing and assembly drawings of ACC. ACC shall be manufactured and supplied as per above design provided by us and the drawings approved by Employer.
 - (b) We shall depute technical experts to Bidder's/sub-vendor's works for supervision during manufacturing, assembly, erection, commissioning and final testing (as and when necessary) of the ACC.
 - (c) We shall promptly carry out all the corrective measures and shall promptly provide corrected design and shall undertake replacements, rectifications or modifications to the equipment as required in case the equipment fails to demonstrate successful performance as per contract at site.
 - (d) We shall participate in Technical Co-ordination meetings (TCMs) from time to time, as and when required by the Employer.
 - (e) We shall transfer the technology know-how of ACC pertaining to Design calculations, Thermal modelling, Structural design, Duct design, Duct modelling, Duct CFD, Fan flow modelling to the Bidder/sub-vendor.
3. We, the Collaborator*/Associate*/Technology provider*/Licensor*/Qualified ACC manufacturer* do hereby undertake and confirm that this Letter of Support shall be valid till the end of the defect liability period of the contract.

Signature of the Authorised Representative:.....
For M/s

(*Collaborator*/Associate*/Technology provider*/Licensor/ Qualified ACC manufacturer*)

Name
Designation
Date:.....
Common Seal of the Company

***: Strike off whichever is not applicable.**

Signature of authorized signatory.....

**LETTER TO ENSURE SATISFACTORY PERFORMANCE OF AIR-COOLED CONDENSER
(ACC) FOR TELANGANA TPP STAGE-II (3X800MW), MAIN PLANT PACKAGE**

TO:
[EMPLOYERS NAME & ADDRESS]

Sub: Letter to ensure satisfactory performance of Air-Cooled Condenser (ACC) for TELANGANA
TPP STAGE-II (3X800MW)

Dear Sirs,

This has reference to your IFB reference no. _____ for the captioned package.

We _____ (Name of Bidder) confirm that *We / our Indian *Sub-vendor under valid agreements for ACC with M/s _____ (Name of Collaborator*/Licensor*/Technology Provider) *have/*had collaboration for _____ (Name of the project with unit nos. and rating) and *have acquired/*shall acquire technology for ACC. We further confirm that *we / our Indian * Sub-vendor *have/*shall fully *absorbed/*absorb the technology regarding design, manufacturing, erection, testing and commissioning for ACC. As per *our/Our Indian * Sub-vendor agreement with the *Collaborator*/Licensor*/Technology Provider, *we / our Indian * Sub-vendor have rights to continue the design, manufacturing and supply of these ACC even after expiry of the above mentioned agreement.

We confirm that in case of the award of the 'Contract' for the subject package to us, we shall be fully responsible for the satisfactory performance of the ACC covered under the contract. However, in the event any problem is encountered on ACC during execution of the contract as well as any major design issue faced affecting satisfactory performance of ACC till defect liability period, we shall resolve the same within reasonable time (in the opinion of the owner) by ourselves. In case we are not able to resolve the issue ourselves, we agree to first engage the collaborator and (if required) then engage any technical expert / firm having competency to resolve such issues. If still the problem does not get resolved within reasonable period of time (in the opinion of the owner), OWNER has the option to approach directly to collaborator*/licensor*/technology Provider* or any other party. In such a case the financial expenditure(s) incurred by OWNER for resolution of such issues will be to our account.

We confirm that we have no objection in OWNER approaching to the *Collaborator*/Licensor*/Technology Provider or any other party directly to resolve the problem. We _____ (Name of Bidder) further confirm that there is no binding arrangement between *us / our Indian * Sub-vendor and the "*Collaborator*/Licensor*/Technology Provider" in this regard.

We, hereby undertake and confirm that this Letter shall be irrevocable and valid up to the end of the defect liability period of the contract.

Signature of Bidder's Authorised signatory: _____
Name _____
Designation _____
Date _____
Common Seal of the Company

Note: Collaborator/Licensor/Technology Provider means the party from which the 'Bidder' / its Indian Sub-vendor has absorbed the technology under Technology transfer agreement.

* Strike off whichever is not applicable.

Signature of authorized signatory.....

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) TEL: +91 133428-1207, +91 133428-1670	Enquiry No. B/4222/6/0669V1 dated 04/08/2026 Item: Air Cooled Condenser Package Project: 1X800 MW DARLIPALI and 3X800 MW Telangana
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Document No. BOI/ACC/ Darlipali&Telangana/FPQR

Financial PQR

Bidders should meet the following criteria:

- i. The Bidder must have an average annual financial turnover (audited) of Rs. 60 Crore or more over the last three financial years FY 2022–23, FY 2023–24, and FY 2024–25 (or calendar years 2022, 2023, and 2024) as applicable in the Bidder's country.
- ii. The latest audited Net worth should be positive. Document related to Net worth has to be duly certified by Auditor i.e. Certified accountant commonly accepted in respective country.
- iii. Bidder to submit Audited Balance Sheet and Profit & Loss Account for the respective years as indicated in point no. (i) above Financial Turnover along with all annexures.
- iv. In case of audited Financial Statements have not been submitted for all the three years as indicated in point no. 1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- v. Domestic bidders to submit the Audited Financial documents containing UDIN. Foreign bidders to submit details of auditors for verification of submitted documents and provide necessary support, if required.

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Item: Air Cooled Condenser Package

Projects: 1X800 MW DARLIPALI STPP NTPC and 3X800 MW TELANGANA STG-II NTPC

Note: This Annexure has to be mandatorily filled & signed by the bidder and submitted along with Technical bid.

Sl.	Terms Description	Supplier Acceptance/ Comments
1.	<u>PRE-QUALIFICATION CRITERIA:</u> 1.1 Technical Pre-Qualification Requirement (Attached): The Technical Pre-Qualification Requirements (PQR) have been compiled and placed as per following details: i) For 1X800 MW Darlipali project: Document No. HXE/SK/2372/1 Rev. 0 Dated: 22/05/2026 ii) For 3X800 MW Telangana project: Document No. HXE/SK/2375/1 Dated: 30/05/2026 1.2 Financial Pre-Qualification Requirement (Attached): The Financial Pre-Qualification Requirements (PQR) have been compiled and placed as <u>Document No. ACC/Darlipali&Telangana/FPQR.</u> 1.3 Submission of Integrity Pact (IP) duly signed: Applicable. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with offer. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification 1.4 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect. 1.5 Customer Approval: Applicable. Procurement will be done from Customer (NTPC) Approved Vendors only. The “bidder, already approved by customer for the enquiry item, will have to follow approval conditions of the customer in totality.” Bidder to confirm the same in their offer. Unapproved vendors to submit credentials in attached NTPC Sub-Vendor Questionnaire format to take up with NTPC for approval subsequent to approval of Sub-QR approval from BHEL and NTPC. <u>Explanatory Notes for the PQR:</u> i. All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. ii. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.	

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	iii. Bidders should ensure completeness and correctness of all supporting documents of Technical and Financial PQR along with their offer. BHEL reserve the right to close PQR evaluation within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no-further correspondence may be entertained thereafter. iv. Price Bids of only those bidders shall be opened who stand qualified after compliance of Pre-qualification requirement (PQR), Technical requirement and approved by the End Customer.	
2.	<u>SCOPE OF WORK:</u> The brief scope of work for package shall be as under: • For 1X800 MW Darlipali Project: As per Clause “I.1 of Specification HE 57079” and “Chapter - II: Scope of Works & Chapter – III: Facilities in the scope of Contractor/BHEL (Scope Matrix) of TECHNICAL CONDITIONS OF CONTRACT (TCC).” • For 3X800 MW Telangana project: As per Clause “I.1 of Specification HE 57080” and “Chapter - II: Scope of Works & Chapter – III: Facilities in the scope of Contractor/BHEL (Scope Matrix) of TECHNICAL CONDITIONS OF CONTRACT (TCC).” Vendor/ supplier must thoroughly read the complete tender enquiry documents to fully understand the scope of work before submitting their bids.	
3.	<u>PRICE BASIS / BASIS OF QUOTATION:</u> Prices along with technical parameters for bid evaluation are to be quoted strictly as per following price-bid format enclosed along with tender enquiry: i) For 1X800 MW Darlipali project: “ANNEXURE-ACC/DARLIPALI/PRICE SCHEDULE” & “ANNEXURE-ACC/DARLIPALI/TECHNICAL LOADING SCHEDULE” ii) For 3X800 MW Telangana project: “ANNEXURE-ACC/TELANGANA/PRICE SCHEDULE” & “ANNEXURE-ACC/TELANGANA/TECHNICAL LOADING SCHEDULE” <u>3.1 For Supplies from within India (including E&C):</u> The prices are necessarily to be quoted (as per price schedule) on “Ex-works Freight Prepaid up to site basis excluding of GST (i.e. including transportation / loading & unloading charges, packing & forwarding charges etc.). <u>3.2 For Supplies from outside India (including E&C):</u> The prices are necessarily to be quoted (as per price schedule) on CFR Mumbai / Nhava Sheva Port (India) basis. <u>3.3 MINIMUM E&C CHARGES:</u>	

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	Total Erection & Commissioning charges (excluding GST) should be minimum <u>10%</u> of the total quoted price of main equipment supply (including freight & excluding GST) and erection & commissioning (excluding GST), failing which the break-up of prices shall be adjusted accordingly for ordering. However, while doing adjustments, vendor quoted prices for other item, if applicable, like mandatory spares, PG test charges, Type test charges, Training charges etc. will not be changed. 3.4 PRICES & PRICE SCHEDULE 3.4.1 PVC (Price Variation Clause) shall be applicable for material supply portion as per "<u>Document No. ACC/Darlipali&Telangana/PVC</u>". Erection & Commissioning (E&C), PG Test charges, Training etc. shall be on Firm price basis. 3.4.2 Bidder shall closely peruse all clauses, specifications & drawings etc. indicated in tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or omissions in drawings/ tender document or clarifications regarding scope of work etc., the official(s) inviting the tender (as per <i>Clause no. 28 below</i>) can be contacted for clarifications, before submitting the offer. 3.4.3 Bidder can make independent enquiries as to conditions and circumstances affecting cost estimates, and possibility of executing supplies/ works as described. Bidder shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself as to the form and nature of the site, the quantities and materials necessary for completion of the work and means of transport and access to the site, the accommodation required, and to have quoted prices taking into consideration the risks, contingencies and other circumstances which may influence or affect execution of the Order/ Contract. 3.4.4 The breakup of prices shall be necessarily submitted as per enclosed <u>PRICE BID FORMAT</u> ("<u>ANNEXURE-ACC/DARLIPALI/PRICE SCHEDULE</u>" & "<u>ANNEXURE-ACC/TELANGANA/PRICE SCHEDULE</u>"). 3.4.5 Deviations (Commercial as well as technical) from the Enquiry Conditions are generally not acceptable. Deviations (if any) are to be listed separately and in such case, the cost of Withdrawal of such deviation (if any) along with reason for taking such deviation are to be separately brought out in enclosed "<u>Annexure-ACC/DARLIPALI/DEVIATION LIST</u>" & "<u>Annexure-ACC/TELANGANA/DEVIATION LIST</u>". Any deviation not mentioned in deviation sheet and shown separately or found hidden in offer, will not be taken cognizance of. 3.4.6 Transit Insurance (both Marine & Inland) would be arranged by BHEL. 3.4.7 Bidder shall quote the rates in English language and international numerals only. Total Price shall be entered in figures as well as in words. All entries in the tender shall either be	

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	typed or written legibly in ink. Cancellations, corrections, insertions, erasures, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder. <u>Note:</u> BHEL Haridwar shall issue the Letter of Intent (LOI) for the entire scope of work. Thereafter, the Purchase Order (PO) for the Supply portion shall be placed and executed by BHEL Haridwar, while the Purchase Order (PO) for the E&C portion shall be placed and executed by BHEL Power Sector Region.	
4.	TAXES & DUTIES: 4.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied during execution of the contract. In case BHEL had to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% (i. e. amount paid by BHEL + overhead). However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses. 4.2 GST (Goods and Services Tax) 4.2.1 Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition. 4.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract/tender shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor. 4.2.3 Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. 4.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period. 4.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.	

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	4.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice, GR/LR/RR & e-way bill (wherever applicable) to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions. 4.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed. 4.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: - a) Supply of goods and/or services have been received by BHEL. b) Original Tax Invoice has been submitted to BHEL. c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the submitted invoice. f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor. g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL. 4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit. 4.2.10 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill. 4.2.11 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the supplier/vendor.	

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	4.2.12 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder. 4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment. 4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor. 4.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor. 4.2.16 Variation in Taxes & Duties: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer. 4.3 Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill. 4.4 HSN Code of Item & Applicable GST % (To be filled by Supplier): _____ 4.5 CUSTOM DUTY (For supplies from outside India): The Evaluation of the offers would be done considering Custom duty on Merit. For evaluation, IGST would not be taken into consideration.	

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Sl.	Terms Description	Supplier Acceptance/ Comments
	4.6 TDS (for Services, i.e. E&C, Training, PG Testing etc.): For Services being rendered and billed from outside India Please note that BHEL will deduct TDS (for all service related components) from your bill of services at the time of payment of service portion and furnish Tax Deduction at Source (TDS) Certificate. The rate of TDS will be as per Double Taxation Avoidance Agreement between India and Vendor's Country. You should generally be able to get credit for TDS from the tax authorities in your country based on the certificate provided by BHEL (TDS certificate), if there is a Double-Taxation Avoidance Treaty with India. For Services being rendered and billed from within India TDS would be deducted by BHEL from the invoice of service and TDS certificate shall be provided by BHEL. 4.7 OTHER TAXES & DUTIES: All taxes & duties other than above shall be deemed to be inclusive in the quoted prices unless specified by the bidder in their offer. 4.8 BOCW Act & Cess Act: BOCW Cess is not to be borne by contractor. Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below: 1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. 2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.	

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	3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work. 4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager. 5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996. 6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. 7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923. 8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics: i) Number of Building Workers employed during preceding one month. ii) Number of Building workers registered as Beneficiary during preceding one month. iii) Disbursement of Wages made to the Building Workers for preceding wage month. iv) Remittance of Contribution of Beneficiaries made during the preceding month 9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996	

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	under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted. 10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction. 11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance. 12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.	
5	<u>MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):</u> MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL. In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard. For issuance of MDCC, Supplier is required to submit all test certificates (TC) duly arranged as per quality requirement and duly reviewed by competent vendor's quality personnel, ACC pkg bidder/vendor' COC and inspection report of third party (IR)/end customer to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IR, if these are complete w.r.t. approved quality plan and comply with approved technical documents. Material will be dispatched by vendor/supplier within 7 days from receipt of MDCC.	

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Sl.	Terms Description	Supplier Acceptance/ Comments																																								
	Material to be dispatched sequentially as per erection requirement. In case, Material is non-sequential as per erection requirement, BHEL/End customer shall reserve the right to hold the dispatches/MDCC for non-sequential supplies.																																									
6	<u>QUALITY REQUIREMENTS:</u> A) <u>For Supply Portion:</u> The Quality Requirements for Supply Portion have been compiled and placed as <u>Document No. “Quality Requirements: PART-A for Supply Portion”</u>. Please confirm your acceptance for the same and furnish endorsed (signed & stamped) copy of this document with its annexures along with your offer as a token of your acceptance. B) <u>For Erection & Commissioning (E&C) Portion:</u> The Quality Requirements for Erection & Commissioning (E&C) Portion have been compiled and placed as <u>Document No. “Quality Requirements: PART-B for Erection & Commissioning (E&C) Portion”</u>. Please confirm your acceptance for the same and furnish endorsed (signed & stamped) copy of this document with its annexures along with your offer as a token of your acceptance.																																									
7	<u>DELIVERY / TIME SCHEDULE:</u> Zero date: Date of Issuance of LOI shall be considered as the Zero Date for the Package. Contract Period: The contract period for completion of entire work under scope shall be 28 months from the Zero Date for 1X800 MW Darlipali and 48 months from Zero Date for 3X800 MW Telangana projects. Time schedule for major activities of ACC Package are indicated below: <table><tr><th rowspan="2">Sl. no.</th><th rowspan="2">Milestones</th><th colspan="4">Schedule (Month from Zero date Date)</th></tr><tr><th>1X800 MW Darlipali</th><th>3X800 MW Telangana U-1</th><th>3X800 MW Telangana U-2</th><th>3X800 MW Telangana U-3</th></tr><tr><td>1</td><td>Start of Supply of ACC Material</td><td>5</td><td>8</td><td>12</td><td>16</td></tr><tr><td>2</td><td>Completion of supply of ACC Material</td><td>23</td><td>28</td><td>32</td><td>36</td></tr><tr><td>4</td><td>Supply of Mandatory Spares</td><td>NA</td><td colspan="3">36</td></tr><tr><td>3</td><td>Start of ACC erection</td><td>10</td><td>16</td><td>20</td><td>24</td></tr><tr><td>5</td><td>Completion of ACC erection</td><td>26</td><td>34</td><td>38</td><td>42</td></tr></table>	Sl. no.	Milestones	Schedule (Month from Zero date Date)				1X800 MW Darlipali	3X800 MW Telangana U-1	3X800 MW Telangana U-2	3X800 MW Telangana U-3	1	Start of Supply of ACC Material	5	8	12	16	2	Completion of supply of ACC Material	23	28	32	36	4	Supply of Mandatory Spares	NA	36			3	Start of ACC erection	10	16	20	24	5	Completion of ACC erection	26	34	38	42	
Sl. no.	Milestones			Schedule (Month from Zero date Date)																																						
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Sl.	Terms Description						Supplier Acceptance/ Comments
	6	Commissioning & Full load operation of plant with ACC	28	40	44	48	
	- The project milestones defined above are tentative and as per BHEL requirements. <u>Bidders should submit their offer with the best possible period to meet these milestones</u>. In case the offered milestone period does not meet BHEL requirement, bidders would be given the opportunity to review the offered schedules and the project milestones would be finalized during techno-commercial scrutiny before the placement of the order. - Initial submission of documents starting with Civil Design is to be made within 1 month of LOI. BHEL will approve the documents within 4 weeks of receipt. Any delay in delivery due to delay in submission of documents by the vendor or approval of these documents by BHEL would be attributable on respective accounts. The detailed document schedule submission would be finalized after placement of LOI. The package wise breakup (as per approved BBU) of delivery completion period, Procurement, manufacturing, supply etc. is to be provided after placement of Letter of Intent (LOI)/ Purchase Order. <u>NOTE:</u> a). If the delivery of supply gets delayed beyond the contractual delivery period, BHEL at its discretion may extend the Contract with or without LD based on the merit of the case. However, if any ‘Delivery extension’ is granted to the Supplier/Vendor for completion of supply, due to delay attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.						
8	<u>TRANSIT INSURANCE:</u> Transit Insurance will be covered by BHEL under its Insurance Policy. Intimation to underwriter shall be given by supplier/vendor at the time of dispatch of each consignment. BHEL will provide details of insurance policy before start of dispatches.						
9	PAYMENT TERMS: a) <u>SUPPLY PAYMENT (Quoted on Ex works (India) freight prepaid basis):</u> Payment of 60 % of total Ex-Works Supply Price Component of the Contract Price for each identified equipment/component (excluding mandatory Spares and type tests) upon dispatch of equipment from manufacturer's works on pro-rata basis as per approved BBU on production of invoices and satisfactory evidence of shipment (which shall be original Goods Receipt or receipted GR/Rail receipt) including Material Dispatch Clearance Certificate (MDCC) issued by BHEL. 20 % of basic price of total Ex-Works Supply Price Component of the Contract Price for each identified equipment/component (excluding mandatory Spares and type tests) on receipt of						

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	equipment at site on pro-rata basis as per approved BBU and physical verification and certification by the BHEL site/Customer for the equipment/component received and stored at site. 7 % of basic price of total materials supplied shall be released on completion of Air Tightness Test of Air Cooled Condenser Package for respective unit and its certification by the owner/customer/ BHEL. 7 % of basic price of total materials supplied shall be released on completion of Trial run of the system/ package including all associated auxiliaries and ancillary works for respective unit and its certification by the owner/customer/ BHEL. 6 % of basic price of total materials supplied shall be released upon successful completion of applicable Performance Guarantee Tests for respective unit to be conducted after Trial/Initial operations as specified in Technical Specifications and issuance of Operational Acceptance Certificate by the owner/customer/ BHEL. Note: - In case PG test/ demonstration test of the system/ package, as applicable cannot be completed within one year after completion of Trial run, for reasons not attributable to the contractor, payment for PG Test/ demonstration test of the system/ package for respective unit, as applicable can be released on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of PG test/ demonstration test of the system/ package, as applicable. However, contractor has to fulfil all formalities for final billing/ contract closing, prior to drawing this payment. b) <u>SUPPLY PAYMENT {Quoted on CFR basis (Indian port of entry)}:</u> Payment of 60% of total CFR Supply Price Component of the Contract Price for each identified equipment/component (excluding mandatory Spares and type tests) upon shipment of equipment/component from manufacturer's works on pro-rata basis as per approved BBU on production of invoices and satisfactory evidence of shipment (which shall be original Bill of Lading/Air Way Bill) including Material Dispatch Clearance Certificate (MDCC) issued by BHEL. 20 % of basic price of total CFR Supply Price Component of the Contract Price for each identified equipment/component (excluding mandatory Spares and type tests) on receipt of equipment at site on pro-rata basis as per approved BBU and physical verification and certification by the BHEL site/Customer for the equipment/component received and stored at site.	

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	• 7 % of basic price of total materials supplied shall be released on completion of Air Tightness Test of Air Cooled Condenser Package for respective unit and its certification by the owner/customer/ BHEL. • 7 % of basic price of total materials supplied shall be released on completion of Trial run of the system/ package for respective unit including all associated auxiliaries and ancillary works and its certification by the owner/customer/ BHEL. • 6 % of basic price of total materials supplied shall be released upon successful completion of applicable Performance Guarantee Tests for respective unit to be conducted after Trial/Initial operations as specified in Technical Specifications and issuance of Operational Acceptance Certificate by the owner/customer/ BHEL. In case PG test/ demonstration test of the system/ package for respective unit, as applicable cannot be completed within one year after completion of Trial run, for reasons not attributable to the contractor, payment for PG Test/ demonstration test of the system/ package, as applicable can be released on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of PG test/ demonstration test of the system/ package, as applicable. However, contractor has to fulfil all formalities for final billing/ contract closing, prior to drawing this payment c) <u>ERECTION & COMMISSIONING (E&C) PAYMENT:</u> • 80% of contract E&C price along with taxes (as applicable) shall be paid on pro-rata basis against progressive erection of the identified equipment/system/pro-rata tonnage during the various intermediate stage of erection work as indicated in the mutually agreed billing schedule upon certification by the BHEL/Customer. • 7 % of contract E&C price shall be released on completion of Air Tightness Test of Air Cooled Condenser Package for respective unit and its certification by the owner/customer/ BHEL. • 7 % of contract E&C price shall be released on completion of Trial run of the system/ package for respective unit including all associated auxiliaries and ancillary works and its certification by the owner/customer/ BHEL. • 6% of contract E&C price shall be released upon successful completion of applicable Performance Guarantee Tests for respective unit to be conducted after Trial/Initial	

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	operations as specified in Technical Specifications and issuance of Operational Acceptance Certificate by the owner/customer/ BHEL. In case PG test/ demonstration test of the system/ package, as applicable cannot be completed within one year after completion of Trial run, for reasons not attributable to the contractor, payment for PG Test/ demonstration test of the system/ package, as applicable can be released on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of PG test/ demonstration test of the system/ package, as applicable. However, contractor has to fulfil all formalities for final billing/ contract closing, prior to drawing this payment. d) <u>Payment Terms for Mandatory Spares:</u> • Payment of 70 % of total Ex-Works/CFR Supply Price Component of the Contract Price for each identified equipment/component upon dispatch/shipment to site on pro-rata basis as per approved BBU and upon production of invoices and shipping documents along with Material Dispatch Clearance Certificate (MDCC) issued by BHEL. • 30% of basic price of total Ex-Works/CFR Supply Price Component of the Contract Price for each identified equipment/component on receipt of equipment at site on pro-rata basis as per approved BBU and physical verification and certification by the BHEL site/Customer for the equipment/component received and stored at site. e) <u>Payment Terms for Training:</u> 100% of amount for each training module shall be paid upon completion of the corresponding module on certification by the Owner/Customer/BHEL. The basis for the pro-rata payments for this shall be the Billing Break-up (BBU) to be finalized subsequently after award of Contract. f) <u>Payment Terms for PG Test:</u> 100% of amount for PG test for each Set/Unit shall be paid upon successful conductance of PG Test and its acceptance by Owner/Customer/BHEL for respective Unit. g) <u>Payment Terms for Type test charges:</u> 100% of each Type Test Charges shall be paid upon conductance of the corresponding Type Test and Certification of type test reports by the BHEL/NTPC engineer thereon. The basis for the pro-rata payments for this shall be the Billing Break-up (BBU) to be finalized subsequently after award of Contract. h) <u>Billing break-up (BBU):</u> a) The basis for the pro-rata payments above shall be the Billing Break-up (BBU) to be finalised subsequently for supply and E&C Portion after award of contract. The Billing Break Up shall be generally on item rate basis. However, for the items which are generally	

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	supplied and billed on weight (tonnage) basis, the Billing Break-Up may be considered on weight (tonnage) basis. The aggregate sum of the Contractor's price break-up shall be equal to the Total Contract Price. The break-up thus submitted shall be approved by BHEL. Supply BBU along with BOM to be submitted within three months from date of LOI to BHEL Haridwar and E&C BBU to be submitted to BHEL Site within 05 month from LOI. b) If the quantity of BBU items identified as SET in the proposed BBU, then definition of SET must be defined. c) Further, the purchaser reserves the right to withhold suitable amount for uncompleted work/ partially completed work/ pending punch points etc. Assessment of discrepancy shall be binding on vendor w.r.t. discrepancy observed by the purchaser. d) NON-PAYMENT OF INTEREST: Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable to the Seller/Contractor on any money or balances including but not limited to the security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the BHEL and the Contractor, or any delay on the part of BHEL in making periodical or final payment or any other aspects incidental thereto. e) It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. f) Any payment under the Contract, subsequent to Advance payment (if any), shall be made only after the Contractor's price break-up is approved by the BHEL. i) Payment Timeline: The timeline for payments will be as under: <table><tr><th>Type of Bidder</th><th>Payment Terms (No. of Days) *</th></tr><tr><td>Micro & Small Enterprises (MSEs)</td><td>45 Days</td></tr><tr><td>Medium Enterprises</td><td>60 Days</td></tr><tr><td>Non MSME</td><td>90 Days</td></tr></table> <i>*90/ 60/ 45 days (as applicable) will be from submission of original Invoice along with supporting documents complete in all aspects as per terms and conditions of Purchase Order.</i> However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above. j) NO INTEREST PAYABLE TO CONTRACTOR: “No interest shall be payable on the security deposit or any other money due to the supplier”. k) Loading of Deviation in payment terms: Loading of any deviation in the payment terms w.r.t. NIT terms shall be done @ Repo rate as on techno-commercial bid (part-I) opening date + 4% for the period of relaxation sought by bidders, as per table mentioned under the clause ‘Payment Terms’ in GISTC.	Type of Bidder	Payment Terms (No. of Days) *	Micro & Small Enterprises (MSEs)	45 Days	Medium Enterprises	60 Days	Non MSME	90 Days	
Type of Bidder	Payment Terms (No. of Days) *									
Micro & Small Enterprises (MSEs)	45 Days									
Medium Enterprises	60 Days									
Non MSME	90 Days									

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	I) Provision of Advance Payment: In exceptional circumstances, BHEL may agree for advance payment of Material Supply Portion. However, the advance payment would be limited to a maximum of 5% of the material supply portion only, which will be adjusted in 60% payment against dispatch of material. This Advance Payment can only be given against Advance Bank Guarantee (ABG) of 110% of the amount being sought as Advance. The advance payment will be Interest Bearing and the rate of Interest would be @ Repo Rate (on the date of release of advance) + 4% for the period of advance sought by bidder. The ABG shall be kept valid for a period of ninety (90) days beyond the scheduled date of dispatch of last equipment covered under the package as per approved BBU/delivery schedule. However, in case of delay in delivery the validity of the ABG shall be extended by the period of such delay. The ABG is to be provided in BHEL format and should be from one of the BHEL's consortium Banks in India. Format of ABG & list of BHEL's consortium Banks are enclosed. In case ABG is issued from foreign branch of BHEL's consortium banks, the same should be confirmed by Indian branch of a consortium bank and all charges for confirmation of ABG has to be borne by the bidder.	
10	<u>DOCUMENTS REQUIRED FOR BILL PROCESSING:</u> FOR CLAIMING SUPPLY PAYMENT: The following documents are required to be uploaded on BHEL Suvidha portal (https://suvidha.bhel.in/suvidha/) and sent to BHEL for Bill Processing: - Original GST compliant e-invoice - Original LR /Original Bill of Lading/Air Way Bill - Packing List: Must indicate No. of boxes/bundles/packages, Packing size, Gross weight and net weight of each package, Detailed contents of the package with cross reference to BBU item no. or item serial no. and Quantity of each item separately. - Original certificate of origin endorsed by Economic Chamber (for imported supply) - Phytosanitary certificate from the country of origin / No wood certificate (for imported supply) - Insurance Intimation to underwriter through email. - Copy of Test / Inspection Certificates - E-waybill - Guarantee/Warranty certificate - Dispatch Clearance issued by BHEL/ Owner - GST Compliance declaration - Duty drawback (if applicable) documents: As per applicable law	

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	m) Any other documents as mentioned in the PO remarks. Note: <i>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, M1 xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. 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.</i> For claiming MRC Payment: a) Commercial Invoice b) Material Receipt Certificate-MRC (copy), duly signed by BHEL / Customer. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. FOR CLAIMING ERECTION & COMMISSIONING PAYMENT: Along with GST invoice, Running Account Bill (RAB) & Measurement Book (MB) in BHEL format, Signed Protocol and following additional documents need to be submitted: a) Proof of wages paid (up to previous RAB / Invoice). b) Monthly EPF remittance challan (if applicable). Up to previous RAB / Invoice) c) Monthly ESI remittance challan Up to previous month)/ W.C. Insurance Policy, Valid Labor License (if applicable). d) Any other document as informed by BHEL. e) Bank Guarantee, if applicable as per Notes of payment terms. FOR CLAIMING PAYMENT AGAINST AIR TIGHTNESS TEST, TRIAL OPERATION, PG/ DEMONSTRATION TEST(S) AT SITE: a) GST invoice b) Certification for completion of activity as per payment terms from BHEL/Customer. c) Bank Guarantee, if applicable as per Notes of payment terms. d) HR compliances, store NOC and any other documents, as per checklist, if any other documents issued by BHEL PS-REGION during detailed LOA or execution of the contract, Compliance of these documents are required before 1st retention payment release. FOR CLAIMING PVC AMOUNT: a) GST compliant invoice	

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	b) PVC calculation duly approved by BHEL c) All documents in support of PVC calculation Note: 1. BHEL may require certain original (physical) dispatch documents for billing to BHEL's customer. Such original documents, as insisted by BHEL, shall be submitted to BHEL in original preferably within 7 days from the date of removal of goods/ generation of the document, whichever is earlier. 2. BHEL may insist on using online dispatch intimation/ document submission/ data entry system during execution of the order/ contract. BHEL may also insist on preparation of certain documents/ details in specific formats. The seller/ contractor shall comply with the same.	
11	<u>BANK DETAILS FOR EMD & PERFORMANCE SECURITY SUBMISSION:</u> For Electronic Fund Transfer the details are as below: a) Name of the Beneficiary: Bharat Heavy Electricals Limited b) Bank Particulars: Name of the Company - BHARAT HEAVY ELECTRICALS LTD. Address of the company – HEEP, BHEL, SECTOR-5A, RANIPUR, HARIDWAR - 249403 Name of the bank - STATE BANK OF INDIA Bank branch - RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5A, RANIPUR, HARIDWAR, UTTARAKHAND, INDIA, PIN CODE: 249403 SWIFT NO: SBININBB225CC ACCOUNT NO: 10667995458 IFSC CODE: SBIN0000586	
12	<u>EMD (Earnest Money Deposit): Applicable</u> 12.1 The offer must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein. i. EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT. ii. The EMD of an amount of Rs. 3,00,00,000/- (Rs. Three Crores only) is to be paid only in the following forms: a) In the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank	

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	in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. b) Electronic Fund Transfer credited in BHEL account (before tender opening). c) Banker's cheque/ Pay order/ Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer). d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL marking lien in favour of BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period. e) Bank Guarantee from any of the Scheduled Banks. In such cases shall be valid for a period of 45 (forty-five) days beyond the final bid validity period. f) Insurance Surety Bonds. iii. No other form of EMD remittance shall be acceptable to BHEL. 12.2 EMD by the Bidder will be forfeited as per NIT conditions, if: i. The bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender. ii. EMD by the Bidder shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and shall be forfeited in case of suspension. 12.3 Subject to Clause 12.2 above, EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity period and within 30 days after the award of the contract. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. 12.4 EMD of successful Bidder shall be refunded on receipt of a performance security as mentioned in NIT. 12.5 EMD shall not carry any interest. 12.6 Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.	
13	<u>PERFORMANCE SECURITY:</u> 13.1 Successful bidder awarded the contract should deposit 10% of the total contract Value (Excluding Taxes) as performance security towards fulfilment of all contractual obligations, including warranty obligations.	

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	13.2 Performance Security is to be furnished within 30 days after issuance of Contract/PO and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier/Vendor, including Guarantee/Warranty/Defect Liability obligations. 13.3 Modes of deposit: a) Performance security may be furnished in the following forms: - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ - Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the prescribed format of BHEL. - Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). - Insurance Surety Bond. Note: a) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. 13.4 The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO. 13.5 Performance Security shall be refunded to the Supplier/Vendor without interest, after the Supplier/Vendor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. 13.6 The Performance Security shall not carry any interest. 13.7 There is no exemption of Performance security deposit submission for MSE Vendors.	
14	<u>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</u> 14.1 Any of the following shall amount to breach of contract: 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.	

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	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. IX. 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. 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. <u>14.2 Remedies in case of Breach of Contract.</u> i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate	

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	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: a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. 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. vi) 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: 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. vii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. viii) 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.	

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	ix) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor. <u>LD against delay in executed Supply/E&C in case of Termination of Contract:</u> LD against delay in executed supply/E&C shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract. Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below. i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii. Let the value of executed supply till the time of termination of contract= X iii. Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$ v. LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor. <u>Loading in case of non-acceptance of Breach of contract clause:</u> In case of non-acceptance of Breach of contract clause by some bidders, the offers of such bidders shall be loaded by 10% of the contract value or by the value by which 10% recovery condition of breach of contract clause is less accepted by such bidders.	

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15	<u>BILL TO/ SHIP TO ADDRESS:</u> <u>Bill To:</u> <i>For Supply Portion</i>, Bill To address will be as below: Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar – 249403 GST No. 05AAACB4146P1ZL <i>For E&C / Services Portion</i>, Bill to address will be provided after placement of LOI/Contract <u>Ship To:</u> Ship To address shall be as under: <table border="1" data-bbox="293 806 1409 1108"> <tr> <td data-bbox="293 806 467 911">Project Name</td><td data-bbox="467 806 906 911">DARLIPALI SUPER THERMAL POWER PROJECT STAGE - II (1X800MW)</td><td data-bbox="906 806 1409 911">TELANGANA SUPER THERMAL POWER PROJECT (TNSTPP), Stage II (3X800 MW)</td></tr> <tr> <td data-bbox="293 911 467 1108">Consignee Address</td><td data-bbox="467 911 906 1108">Head of Project Darlipali Super Thermal Power PO: Darlipali, District: Sundargarh Odisha – 770025 GSTIN: 21AAACN0255D1ZA</td><td data-bbox="906 911 1409 1108">Head of Project NTPC, Telangana STPP ST-II (3x800 MW) Jyothinagar, District - Peddapalli, Telangana State. 505 215 GSTIN: 36AAACN0255D1ZZ</td></tr> </table>	Project Name	DARLIPALI SUPER THERMAL POWER PROJECT STAGE - II (1X800MW)	TELANGANA SUPER THERMAL POWER PROJECT (TNSTPP), Stage II (3X800 MW)	Consignee Address	Head of Project Darlipali Super Thermal Power PO: Darlipali, District: Sundargarh Odisha – 770025 GSTIN: 21AAACN0255D1ZA	Head of Project NTPC, Telangana STPP ST-II (3x800 MW) Jyothinagar, District - Peddapalli, Telangana State. 505 215 GSTIN: 36AAACN0255D1ZZ	
Project Name	DARLIPALI SUPER THERMAL POWER PROJECT STAGE - II (1X800MW)	TELANGANA SUPER THERMAL POWER PROJECT (TNSTPP), Stage II (3X800 MW)						
Consignee Address	Head of Project Darlipali Super Thermal Power PO: Darlipali, District: Sundargarh Odisha – 770025 GSTIN: 21AAACN0255D1ZA	Head of Project NTPC, Telangana STPP ST-II (3x800 MW) Jyothinagar, District - Peddapalli, Telangana State. 505 215 GSTIN: 36AAACN0255D1ZZ						
16	<u>GUARANTEE/WARRANTEE/ DEFECT LIABILITY PERIOD/LATENT DEFECT LIABILITY: -</u> Guarantee/Warranty/Defect Liability: - The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed. - The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities or twelve (12) months from the date of Operational Acceptance of the Facilities, whichever first occurs, -Completion of facilities is defined as completeness of erection of contractor scope equipment's in all respect and Trial operation (full load for 72 hours) of the main plant has been achieved. -Operational Acceptance shall occur in respect of the Facilities have been completed and the Guarantee Test (PG Teat of the plant) has been successfully completed and the Functional Guarantees are met. If during the Defect Liability Period any defect shall be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. - The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The							

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	Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect. 4. The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site. 5. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by the Employer and the Contractor for the original equipment/part of the Facilities. 6. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do or get, such work done at the risk of the Contractor, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due to the Contractor or claimed under the Performance Security. If Employer gets such works done, the cost of getting such work done by the Employer shall be determined including Employer's overhead on the value executed at the risk & cost of the contractor. 7. If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement/repair of the Facilities or any part thereof. However, Defect Liability Period for such repaired /replaced Facilities or any part thereof shall not be extended by more than a period of 36 months from Completion of Facilities and 30 months from Operational acceptance whichever is earlier excluding the period during which such facility could not be used due to the aforesaid defect. Further, in case of repeated defects (three or more times) observed for such repaired / replaced facility during the defect liability period including extended period, the Employer has right to recover the reasonable costs incurred by the Employer to make good of the said facility. If Employer gets such works done, the reasonable cost of getting such work done by the Employer shall be determined including Employer's overhead on the value executed.	

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	8. In any Case, if end customer pass on any liability during defect liability period pertaining to contractor scope, the cost of getting such work done shall be passed on to contractor by the Employer, including Employer’s overhead on the value executed. Latent Defect Liability: 1. At the end of the Defect Liability Period, the contractor liability ceases except for latent defects. The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period but later.													
17	<u>MICRO AND SMALL ENTERPRISES (MSE):</u> 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. <table><tr><td>Type under MSE</td><td>SC/ST owned</td><td>Women owned</td><td>Others (excluding SC/ ST & Women Owned)</td></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table> Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)	Micro				Small				
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)											
Micro														
Small														
18	<u>LIQUIDATED DAMAGES ON DELAYED DELIVERY:</u> Timely dispatch/delivery, Erection & commissioning and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/Contractor fails to complete the dispatch/delivery, Erection & commissioning and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by Purchaser, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder.													

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	a. LD on Main Supply- Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the package (Main supply) is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent and GST thereon (as applicable), of the total contract price (Main Supply) per week or part thereof, limited of ten (10) percent of the total contract price (Main Supply) excluding GST. b. LD on Erection & Commissioning - Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent and GST thereon (as applicable), of the total contract price of (supply+E&C) per week or part thereof, limited to ten (10) percent of the total contract price (supply+E&C) excluding GST. <i>Total LD (Main Supply and E&C) shall be limiting to 10% of cumulative total contract price (Main Supply + E&C) excluding GST.</i> c. LD on mandatory spares - Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the mandatory spares is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent of the total contract price of mandatory spares per week or part thereof, limited of ten (10) percent of the total contract price (mandatory spares) excluding GST. Note: 1 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s). 2 Contract Value for LD purpose, shall be exclusive of ORC, PVC, if applicable. 3 Any subsequent scope change (not envisaged in original contract) due to increase in quantity shall be treated as separate lot for the purpose of LD. 4 LR/ GR/ RR date for indigenous supplies and AWB/ BL date for imported supplies shall be considered as the date of delivery for LD purpose for supply portion. Completion date of E&C mentioned in E&C Completion certificate. 5 Where Order/ Contract involves two or more Units, then Liquidated Damages shall be levied on order/ contract value of the delayed Unit excluding GST. 6 The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.	

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19	<u>INTEGRITY PACT (IP): Applicable</u> a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Supplier/Vendor are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table border="1"> <thead> <tr> <th>Sl.</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Dr. Sarat Kumar Acharya, Ex-CMD, NLC</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri R. Mukundan, IRPS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Madan Lal Meena, IAS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the panel of IEM(s). All correspondence with the IEMs shall be done through email only. Note: <i>No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 28 below.</i>	Sl.	IEM	Email	1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in	2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in	3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in	
Sl.	IEM	Email												
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in												
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in												
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in												
20	<u>20.1 PREFERENCE TO MAKE IN INDIA:</u> As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. <u>20.2 COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017: NOT APPLICABLE.</u> As per OM No F.7/10/2021-PPD(II) dated 27.03.2026, issued by DOE, prior DPIIT registration of bidder(s) from a country which shares land border with India is not applicable for this tender enquiry. Hence, Bidder from a country which shares land border with India is also eligible to participate in the current tender.													

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	<u>20.3 Compliance to the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement:</u> As per Government of India notification (Ministry of Steel, dated 17 December 2025) for revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement. All bidders to submit “<i>Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)</i>” as part of their bid.	
21	SETTLEMENT OF DISPUTES / ARBITRATION: As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
22	JURISDICTION As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
23	<u>Force Majeure</u> As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.	
24	Non-Disclosure Agreement (NDA) & Framework Confidentiality Agreement (FCA) cum Undertaking: The complete technical documents are in bulk in size as well as these documents are sensitive documents. Hence, these documents will be furnished to suppliers only against exchange of signed FCA (Framework Confidentiality Agreement) with BHEL. Suppliers may either submit signed FCA through email (ruchin@bhel.in & clmeena@bhel.in), or direct to BHEL. Format of FCA is enclosed with tender documents. The delay in submission of offer due to not submitting FCA will be to supplier account. BHEL will not responsible for the same. Non-Disclosure Agreement / Certificate (NDA) as per enclosed Annexure-7 to be furnished by bidder along with offer.	

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25	Cartel Formation As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.			
26	Fraud Prevention Policy As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.			
27	<u>Suspension of Business Dealings with Suppliers / Contractors:</u> As per latest Version of GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC). Please visit our site https://hwr.bhel.com/bhelweb/CodeFiles/gistc.jsp for Latest Version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries.			
28	Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening- <table><tr><td>Mr. Ruchin Gupta Designation: Sr. Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: ruchin@bhel.in Tel: +91 1334 28 1670 Mob. +91 8527100885</td><td>Mr. C. L. Meena Designation: Sr. Manager (PPX-BOI) 4th Floor, Main Administrative Building, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: clmeena@bhel.in Tel: +91 1334 28 1207 Mob. +91 8859001950</td></tr></table>	Mr. Ruchin Gupta Designation: Sr. Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: ruchin@bhel.in Tel: +91 1334 28 1670 Mob. +91 8527100885	Mr. C. L. Meena Designation: Sr. Manager (PPX-BOI) 4 th Floor, Main Administrative Building, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: clmeena@bhel.in Tel: +91 1334 28 1207 Mob. +91 8859001950	
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29	<u>Order of Precedence:</u> In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: a. Contract agreement with its Amendments b. Letter of Award with its Amendments c. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL. d. Buyer Added Bid Specific ATC along with annexures e. Technical specifications (Supply and E&C) along with annexures f. BHEL GISTC (Indigenous and Foreign)			

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30	<u>LIQUIDATED DAMAGES/PENALTIES FOR SHORTFALL IN GUARANTEED PERFORMANCE PARAMETERS:</u> The details of Functional guarantees and Liquidated Damages for not meeting performance guarantees shall be assessed and recovered from the Contractor. Contractors liability to pay Liquidated Damages (LD) for failure to attain the Performance Guarantee shall be as per following details: 1. <i>Darlipali Project: Section III of HE 57079 REV.00.</i> 2. <i>Telangana Project: Section III of HE 57080 REV.00.</i> Note: a) In case the results of the performance Guarantee tests as stipulated in the specifications show that the equipment have failed to meet the guaranteed performance requirements, the seller/ contractor shall carry out the modification, if necessary within 90 days of such tests. If the equipment fails to meet the guaranteed parameters at the end of above specified period of 90 days purchaser may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the seller/ contractor. b) Alternatively, in case the seller/ contractor does not fulfil the guaranteed parameters, Purchaser may undertake to rectify the system/ equipment and expenditure incurred along with any other incidentals shall be recovered from the seller/ contractor. c) In case of un-remedied any excess consumption of Auxiliary power consumptions and shortfall of other guarantee parameters for the ordered package as agreed by the seller/contractor in the contract, the seller/contractor shall be liable to pay BHEL by way of LD/Penalty for performance shortfall as stipulated in specification.	
31	<u>Uploading of invoice details on BHEL SUVIDHA portal: - Applicable</u> For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ prior to dispatch / raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. The Invoice will not be accepted in absence of the above.	

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32	<u>Conflict of interest</u> I. Bidders having a conflict of interest shall not be eligible to participate in the tender process. II. In this regard, following declaration regarding 'conflict of interest' to be signed by the authorized signatory of the bidder: QUOTE <i>Treatment of cases regarding conflict of interest:</i> <i>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> i. <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;</i> ii. <i>The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</i> iii. <i>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.</i> iv. <i>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 sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</i> <u><i>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.</i></u> <i>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.</i> UNQUOTE	

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33	PRE-BID MEETING: Pre-Bid clarifications & deviations (along with meeting, if required) should be sought within 2 weeks of issue of the enquiry. Bidders to compile all clarifications, if any, preferably in single communication. The clarifications would be provided within 3 days of receipt of queries. However, for better clarity of their queries, bidders are advised to have discussions for seeking pre-bid clarifications. Bidders are encouraged to raise all ambiguities, conflict in the standard & specification and/or interpretation of clauses, if any, in this enquiry spec. and its enclosures during pre-bid stage itself, failing which it shall be understood that bidder has no issue, and at later date, successful bidder shall have no right to take any technical and commercial advantage out of any ambiguity, conflict in the standard & specification and/or interpretation of clauses. In this regard, the decision of BHEL shall be final and binding and any change due to this shall have no price implication on BHEL and shall have to be absorbed by successful bidder.	
34	<u>Validity of Offers:</u> The offer is to be submitted with a validity of 240 days from the date of opening of techno-commercial offers (Part-I Offer). BHEL will reserve the right to reject the offer, quoting validity less than 240 days. In case for any reason technical evaluation does not get completed in time, vendor may be required to extend the validity of their offer.	
35	<u>Confirmation to General Instructions and Standard Terms & Conditions (GISTC):</u> Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions. Deviation to “General Instructions and standard terms & conditions”, if any, shall be submitted along with offer in separate documents. Please note that in case deviation sheet of “General Instructions and standard terms & conditions”, is not received along with offer, it will be presumed that all terms and conditions mentioned in “General Instructions and standard terms & conditions” shall be acceptable to you and your offer will be processed accordingly.	
36	EVALUATION CRITERIA a) Evaluation shall be done on total landed cost to BHEL up to project site considering all Items, Services, Technical & Commercial Loadings etc. as per scope of Enquiry for a project taken together, however separately for both the projects (i.e. Separately for 1X800 MW Darlipali & 3X800 MW Telangana Projects). b) Bids will be evaluated in the INR currency. For evaluation of offers quoted in Foreign Currency, exchange rate (TT selling rate of State Bank of India) as on date of tender opening	

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	(Part-I bid) 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. c) The price comparison will be on the basis of total cost involved for delivery up to project site. Import Offers (supply portion offered on CFR Mumbai / Nhava Sheva (India) basis) shall be loaded for Port Handling charges, custom duties on Merit, freight elements and other charges as per GISTC. For evaluation, IGST would not be taken into consideration. d) For the evaluation of Cost of Civil RCC hollow columns & top RCC slab over circular hollow column as per Civil BOQ of major civil items (Concrete, form-work & Reinforcement) and technical loading due to Guaranteed Power Consumption, etc. shall be considered. The loading would be done as per criteria mentioned in enclosed Document Nos. HXE/SK/2372/2 Rev. 00 for 1X800 MW Darlipali and HXE/SK/2375/2 Rev.00 for 3X800 MW Telangana project. The figures asked against these elements should be mentioned in the price bid formats provided by BHEL and should only be mentioned in the Price Bids (Part-II) only. These elements should not be mentioned in offer Part-I (wherein only replica of price bid without values have to be submitted). In case these are mentioned in Part-I offer, BHEL will not consider the same during technical evaluation and only figures given in price bid (Part-II) against these elements will be considered for evaluation/ recovery. Price Bids with incomplete information as mentioned above are liable to be rejected.	
37	<u>Engineering Document/ Drawing approval:</u> Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval as specified in “Annexure-IV.10-1 MASTER DRAWING LIST (MDL) of Specifications HE 57079 & HE 57080”. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect as per specification requirements. In case of any delay on account of BHEL in document approval, delivery shall be re-scheduled accordingly. For approval of documents following Categories will be applicable: • Category I : Approved • Category II : Approved subject to incorporation of comments/modifications as noted. Resubmit revised drawing/document after incorporation of comments for final approval	

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	• Category III : Not approved. Resubmit revised drawing/document after incorporation of comments for approval • Category IV : For information and record • Category IVR : Additional Information/details required For category I, II, IV, IVR approval, work can be carried out on basis of comments furnished on the drawing/document by purchaser/Owner. However, Contractor to submit the revised document after incorporating all the comment of Purchaser/owner for final approval. There will be no hold for manufacturing and further process if comments provided on drawing/document under Cat-II and Cat-IVR. Accordingly, documents under these categories shall be considered as approved from delay analysis point of view & shall be exempted from delay. However, Contractor to submit the revised document after incorporating all the comment of Purchaser/owner for final approval within stipulated time as mentioned in technical specification HE57080 and HE57079. The approved documents/drawings shall be binding on the Contractor and any deviation thereto will require prior approval of the Purchaser and/or Owner.	
38	<u>Reverse Auction (RA): Applicable</u> Please note that Reverse Auction (RA) is mandatory for this tender enquiry. <i>“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on our company website https://pem.bhel.com/Documents/VendorSection/RA%20Guidelines%202024%20-%20Abridged%20Version.pdf) for this tender. RA shall be conducted among the techno-commercially qualified bidders.”</i> <i>“Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder/bidders do/does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”</i>	
39	SUBMISSION OF OFFER 39.1. Offer along with all supporting documents to be submitted in English language. Only English version of all documents would be valid & binding. 39.2. Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in ‘Deviation’ sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.	

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Sl.	Terms Description	Supplier Acceptance/ Comments
	39.3. A person signing the tender or any other document in respect of Order/ Contract on behalf of the tenderer, shall be deemed to have the authorization to bid in the bidder's organization and will be binding on the bidder's organization. 39.4. Name of Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid. 39.5. Tenders are to be submitted in Two Parts as detailed below. The Part-I (Techno-Commercial Bid) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below: [A] PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID (IN ONE ORIGINAL AND TWO COPIES) Comprising of following documents: a) Earnest Money Deposit (EMD)/details of EMD in case of E-Payment. b) Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated Pre-Qualification Requirements (PQR) along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. c) Complete Technical offer with relevant drawings/ documents /QP etc. (as per detailed specifications) d) "Buyer Added Bid Specific Additional Terms & Conditions (ATC)" and "GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)" are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately. e) Commercial Terms & Conditions f) Any Deviation with reference to specification to be laid down on separate sheet. g) Un-Priced replicas of Price Bid & Cost of Withdrawal of Deviation. [B] PART-II: PRICE-BID a) Price-Bid Containing Prices is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry. b) Price-Bids for 1X800 MW Darlipali project (Mat. Code: WX9771700138) and 3X800 MW Telangana project (Mat. Codes: W99717001030 & W99717001049) to be submitted in separate envelopes. 39.6 Following shall be superscribed on the envelopes which shall be addressed by name and designation to the official inviting tender: PART-I (refer clause 39.5 [A]): 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION 2. DUE DATE FOR OPENING 3. "TECHNO-COMMERCIAL BID WITH PQR".	

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Sl.	Terms Description	Supplier Acceptance/ Comments
	PART-II (refer clause 39.5 [B]): 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION 2. DUE DATE FOR OPENING 3. "PRICE BID". 39.7 Parts – I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as: “OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO. Enquiry No. DUE ON CONTAINING PART-I & PART-II Bids”. Vendor’s full name and address should be clearly mentioned on the envelope. 39.8 Envelope not marked with tender enquiry/ tender number is liable to be ignored and may not be opened. 39.9 Quotation/ Offer/ Bid must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box, addressed as follows: To, THE HEAD OF MATERIAL MANAGEMENT, Heavy Electrical Equipment Plant, Bharat Heavy Electricals Limited, HARIDWAR-249403 (Uttarakhand), INDIA. 39.10 Tender opening is scheduled to start in the Tender Room at 2:00 PM (IST), on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM (IST) on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES. 39.11 The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. 39.12 All the sub-envelopes (Part-I & Part-II) to be put in a single covering envelope indicating tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I & Part- II). BHEL may decide to ignore the offer in case of submission of incomplete offer. 39.13 If vendors/bidders are unable to submit hardcopy of Offer/Bid, offer/bid can be submitted to the following e-mail address: <u>tendercell.heep@bhel.in</u> For submission of bids through e-mail, following procedure must be followed.	

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Sl.	Terms Description	Supplier Acceptance/ Comments
	I. Bidder have to submit their bid into two parts: - Techno-Commercial Bid (Part-I Bid) and Price Bid (Part-II Bid) in two separate password protected pdf files before 01:45 PM on the date of Techno-Commercial Bid (Part-I Bid) opening. Names of pdf files attached in e-mail should be as follows: a. Techno-Commercial Bid (Part-I Bid) _Tender Enquiry No _____ due date of tender _____ b. Price Bid (Part-II Bid) _Tender Enquiry No. _____ due date of tender _____ All the vendors submitting their bids through e-mail are advised to have following clear subject line: 1.Tender Enquiry Reference No.....: 2. Bid Opening Date (Part 1, Techno-Commercial): - The Techno-Commercial Bid (Part-I Bid) & Price Bid (Part-II Bid) shall be in two separate passwords protected pdf files and the size of the all attachments in one e-mail should not be more than 10 MB. In case size of offer is more than 10 MB, the attachments may be sent in separate e-mail and all emails should be in continuation. Name of pdf files and subject of all e-mails should be as per point no. I & II as above. - Password of pdf files should be shared by bidders at same e-mail ID (i.e. tendercell.heep@bhel.in) as under: - For Techno-Commercial Bid (Part-I Bid): Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of Techno-Commercial (Part-I Bid) opening (i.e. on the due date). However, if password is not received up to 04:00 PM (IST) on due date of part-1, such bids may not be opened and may be ignored by BHEL. - Price Bid (Part-II Bid): Vendor to share the password between 2:00 PM (IST) to 4:00 PM (IST) on the day of Price Bid (Part-II Bid) opening. After techno-commercial scrutiny of offers, the price-bid opening date will be intimated by BHEL to techno-commercially acceptable bidders. However, if password is not received up to 04:00 PM (IST) on the day of Price Bid opening, such bids may not be opened and may be ignored by BHEL. - Submission of offer through e-mail shall be considered as consent to open the Offer/Bid without physical witnessing the event by bidder. 39.14 PART-I (as per clause 39.5 [A]above) (Techno-Commercial bid with PQR) will be opened on Due Date and time specified in the Enquiry/ NIT, or extension thereof, in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for the specific tender no. attending the bid opening. Incomplete offers are liable to be rejected.	

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Sl.	Terms Description	Supplier Acceptance/ Comments
	39.15 Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements (Provenness Criteria) mentioned in our Enquiry/ Tender and who have submitted the EMD as stipulated in clause 3 above. The Pre-Qualification requirements have been compiled in enclosed Document Nos. HXE/SK/2372/1 Rev. 00 for 1X800 MW Darlipali & HXE/SK/2375/1 Rev. 00 for 3X800 MW Telangana. 39.16 Offers of PQR qualified and techno-commercially acceptable bidders will be subject to approval of Customer (NTPC). 39.17 Price Bid as per 39.5 [B] shall be considered for further evaluation only of the Customer (NTPC) approved vendors. 39.18 All correspondence thereof, shall be addressed <i>to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 28.</i> 39.19 In the event of contradiction of terms and conditions mentioned, the order of preference shall be SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry). 39.20 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed. 39.21 Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room. 39.22 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down. 39.23 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL) 39.24 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas / Hotels shall not be considered, hence such vendors need not apply. 39.25 In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.	
40	NOTE: 1. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in Techno-Commercial Terms and Conditions - Buyer	

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Sl.	Terms Description	Supplier Acceptance/ Comments
	Added Bid Specific Additional Terms & Conditions (ATC) and Technical specifications and requirements will lead to rejection of offer. 3. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.	
41	<u>GENERAL E&C CLAUSES APPLICABLE FOR ACC PACKAGES:</u> a) Receipt, unloading, storage of materials at site, security of the same round-the-clock& loading / unloading / transportation of materials to different erection locations is included in the scope of the bidder. Necessary manpower for all these activities will be made available by bidder at site from the date of opening of site office until closure of the project. b) All consumables required for the erection are included in the scope of the bidder. c) All material handling equipments like crane, fork lifter, tripods etc. are included in the scope of the bidder. d) Providing temporary storage, tarpaulins & covering materials as required for protection of supplied materials is included in the scope of the bidder. e) Bidder should have valid license to work in the state of project, if not, the same should be applied immediately after placement of contract and produced within one month of award of the contract. f) Insurance as applicable for field work such as third-party liability, workmen compensation, Seller/Contractor's own Tools & Plants and automobile shall be arranged by the Seller/ Contractor. g) Bidder shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India. For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936,	

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Sl.	Terms Description	Supplier Acceptance/ Comments
	The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable. The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under: c) All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and d) All operative provisions of the erstwhile Labour Laws until their complete substitution. All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any noncompliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law. h) Round-the-clock security for the temporary stores, at temporary storage place & for the erected equipments till handing over to customer is in the scope of the bidder. ⌚ Against any theft or loss of materials from the stores or from the erected equipments, coordination with local police authorities for lodging the FIR & obtaining the receipt for the same, Coordination with the insurance agencies also is in the scope of the bidder.	
42	<u>Action against Bidder/vendor/supplier/contractor in case of default:</u> In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors.	
43	<u>Enclosure:</u> Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non-Disclosure Certificate Annexure-8: Integrity Pact Annexure-9: Declaration confirming knowledge about Site Conditions Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL	

Buyer Added Bid Specific Additional Terms & Conditions (ATC)

Sl.	Terms Description	Supplier Acceptance/ Comments
	Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Annexure-16: Proforma of Bank Guarantee for Earnest Money. Annexure-17: Proforma of Bank Guarantee for Performance Security. Annexure-18: List of Consortium Bank. Annexure-19: Declaration for treatment of cases regarding conflict of interest. Annexure-20: Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)	

Vendor's Signature and seal

CHECK LIST

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

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

x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure – 8	Applicable/ Not Applicable	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not Applicable	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not Applicable	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not Applicable	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not Applicable	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not Applicable	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure – 16	Applicable/ Not Applicable	YES / NO
xxi.	Proforma of Bank Guarantee for Performance Security as per Annexure – 17	Applicable/ Not Applicable	YES / NO
xxii.	List of Consortium Bank as per Annexure – 18	Applicable/ Not Applicable	YES / NO
xxiii.	Declaration for treatment of cases regarding conflict of interest as per Annexure – 19	Applicable/ Not Applicable	YES / NO
xxiv.	Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*) as per Annexure-20:	Applicable/ Not Applicable	YES / NO

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

DATE:

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

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:

Date:

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Enquiry No:

Having examined the tender documents against your Tender Enquiry No.

_____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

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

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

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

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

CERTIFICATE OF NO DEVIATION

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

----- To,

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

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Tender Enquiry No:
2) All other pertinent issues till date

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

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

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Enquiry Specification No:

I/We, _____ declare that,

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

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

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

----- To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) Tender Enquiry Specification No:

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

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

Ref : 1) Tender Enquiry No. & Date:

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

NON-DISCLOSURE CERTIFICATE

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

I/We understand that BHEL Haridwar is committed to Information Security Management System as per their Information Security Policy.

Hence,

I/We

M/s

.....
who are submitting offer for providing services to BHEL Haridwar against Tender Enquiry No..... hereby undertake to comply with the following in line with Information Security Policy of Haridwar.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Haridwar.

**(Signature, date & seal of Authorized
Signatory of the bidder)**

Date:

INTEGRITY PACT

Between

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

and

_____ (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process.

The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as [Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

For & On behalf of the Principal

(Office Seal)

Place _____ Date _____

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor (Office Seal)

Witness:_____

(Name & Address)_____

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

----- To,

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

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: 1) Tender Enquiry Specification No:

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date:

Place:

DECLARATION

Date: _____

To,

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

Dear Sir/ Madam,

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

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

DECLARATION FOR RELATION IN BHEL

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

----- To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Tender Enquiry Specification No:

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

Tick (√) any one as applicable:

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

OR

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

i.

ii

.

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

Note:

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

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH
JULY, 2024 AND SUBSEQUENT ORDER(S)**

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

To,

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

Ref: 1) Tender Enquiry Specification No:

2) All other pertinent issues till date

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

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

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,

Yours faithfully,

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

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

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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

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

To,

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

Dear Sir,

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

Ref: 1) Tender Enquiry Specification No:

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

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

Thanking you,

Yours faithfully,

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

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

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit M ICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

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

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

POWER OF ATTORNEY for SUBMISSION OF TENDER

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

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with.....vide Tender Enquiry

No: _____, dated _____.

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴.(name of the Employer) through its Unit at(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.

.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or

Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵
- b. This Guarantee shall be valid up to⁶
- c. Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting

Tender ²

Name and Address of the Tenderer

³ Details of the Work ⁴

Name of the Employer ⁵

BG Amount in words and Figures

*⁶ Validity Date ⁷ Date of Expiry of
Claim Period*

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-

Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities

under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank) Dated.....

Place of Issue.....

¹

NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited ²

NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER. ³

DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE ⁴

CONTRACT VALUE ⁵

PROJECT/SUPPLY DETAILS ⁶

BG AMOUNT IN FIGURES AND WORDS ⁷

VALIDITY DATE ⁸

DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

LIST OF CONSORTIUM BANK

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

Declaration for treatment of cases regarding conflict of interest

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

To,

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

Dear Sir,

Sub: Declaration for treatment of cases regarding conflict of interest

Ref: Tender Reference No:

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 sub-contractor 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.

(Signature of the authorized signatory of the bidder)

Form-1

Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)

*For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.

I, _____, Resident of _____, being the authorized signatory of M/s _____, do hereby solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No. _____ dated _____. I agree to abide by all terms and conditions of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/capital good(s):

Name of product(s): _____

HS Code(s): _____

Appendix classification: Appendix-A / Appendix-B (select as applicable)

Procuring agency: _____

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition

I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically:

The steel was melted and poured in India.

The first solid shape (slab/billet/ingot/other) was produced at the following location(s):

Steelmaking facility: _____ Location: _____ Heat numbers; Batch details: _____

I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency.

(If not applicable, write "Not Applicable".)

4. Domestic Value Addition - Applicable for Appendix-A DVA items and

Appendix-B capital goods:

I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____ %. The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

4A. For Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory auditor / cost auditor / chartered accountant is enclosed herewith, confirming the DVA of the capital good package in accordance with the policy.

(If Appendix-A item only, strike this clause out.)

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination. If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.



PRICE SCHEDULE

ENQUIRY NO. B/4222/6/0669V1 dated 04/08/2026

PACKAGE: AIR COOLED CONDENSER PACKAGE

PROJECT: 1X800MW DARLIPALI SUPER THERMAL POWER PROJECT STAGE-II

Material Code: WX9771700138

Sl. No.	ITEM DESCRIPTION	For Indian Portion (in INR)	For Imported Portion (in Foreign Currency)	
		Total Price for one Unit of DARLIPALI project in INR on Ex-works Freight Prepaid up to site basis excluding GST	Total Price for one Unit of DARLIPALI project in Foreign Currency on CFR Mumbai/ Nhava Sheva Port (India) Basis	NAME OF CURRENCY (Viz. USD, EURO, JPY, INR) - To be selected by bidder
1	Supply of All the Items as per specification HE57079 and scope matrix Annexure IV. 1-1) for 1X800 MW Darlipali project			
1.1	Supply of Passenger Elevator (02 Nos.) as per Annexure IV.2-1	To be filled by Bidder	To be filled by Bidder	USD
1.2	Supply of Structure for Passenger Elevator (02 Nos.)	To be filled by Bidder	To be filled by Bidder	USD
1.3	Supply of Staircase from OM to ACC Platform	To be filled by Bidder	To be filled by Bidder	USD
1.4	Supply of all the mechanical Items (other than S No. 1.1 to S No. 1.3 above) as per scope mentioned in specification HE57079 and scope matrix Annexure IV.1-1	To be filled by Bidder	To be filled by Bidder	USD
1.5	Supply of all the C&I Items as per scope mentioned in specification HE57079	To be filled by Bidder	To be filled by Bidder	USD
2	Erection & Commissioning of - Complete scope as mentioned in specification HE57079 and scope matrix Annexure IV. 1-1) for 1X800 MW Darlipali project			
2.1	Erection and commissioning of Cable Tray Access platform at Top of ACC Column	To be filled by Bidder	To be filled by Bidder	USD
2.2	Erection and commissioning of Passenger Elevator (02 Nos.) as per Annexure IV.2-1	To be filled by Bidder	To be filled by Bidder	USD
2.3	Erection and commissioning of Staircase from OM to ACC Platform	To be filled by Bidder	To be filled by Bidder	USD
2.4	Erection and commissioning of Beams/ Gantries between ACC column for Stringing of conductor, including ladder	To be filled by Bidder	To be filled by Bidder	USD
2.5	Erection and commissioning of Structure for Passenger Elevator (02 Nos.)	To be filled by Bidder	To be filled by Bidder	USD
2.6	Erection and commissioning of all the balance Items (other than S No. 2.1 to S No. 2.5 above) as per complete scope mentioned in specification HE57079, BHEL/ CPC/ DAR S-II/ACC and scope matrix Annexure IV.1-1	To be filled by Bidder	To be filled by Bidder	USD
3	PG Test along with Instruments for 1X800 MW Darlipali project	To be filled by Bidder	To be filled by Bidder	USD
4	Training Charges for 1X800 MW Darlipali project	To be filled by Bidder	To be filled by Bidder	USD
5	Tools & Tackles (Item wise breakup) for 1X800 MW Darlipali project	To be filled by Bidder	To be filled by Bidder	USD
6	Start-up & commissioning spares for 1X800 MW Darlipali project	To be filled by Bidder	To be filled by Bidder	USD
7	Any other Items not specified above (details and breakup to be given by bidder) for 1X800 MW Darlipali project	To be filled by Bidder	To be filled by Bidder	USD
AA	TOTAL VALUE FOR FIRM SCOPE OF SUPPLY, E&C, Training & PG Test FOR 1X800 MW Darlipali Project (1.1+1.2+1.3+1.4+1.5+2.1+2.2+2.3+2.4+2.5+2.6+3+4+5+6+7)	₹ 0.00	0.00	USD
8	OPTIONAL SCOPE (REFER NOTE BELOW)			
8.1	Recommended spares for 1X800 MW Darlipali Project	To be filled by Bidder	To be filled by Bidder	USD

NOTE:

1. Item-Wise price breakup of Tools & Tackles (S No. 5) and Start-up & commissioning spares (S No. 6) should be provided during BBU approval after placement of LOI.
2. Item Wise price breakup of Any other items not specified above (S No. 7) should be provided separately alongwith the price Bid.
3. Item Wise Price breakup of Recommended Spares mentioned at Sl. No. 8.1 (Optional Scope) should be provided separately alongwith the price Bid. The prices of these recommended spares should be valid till entire guarantee period and BHEL will have the option to place PO of any of the item of this list within Guarantee period. **Prices of Recommended Spares mentioned at Sl. No. 8.1 (Optional Scope) would not be considered for evaluation.**
4. As per Indian Law "**TAX DEDUCTED AT SOURCE (TDS)**" For Services rendered and Billed from within India" , TDS is to be recovered from the bidder.
5. For the service billed from India, GST should be paid by the supplier of service. BHEL will reimburse GST to supplier only after entry of this GST on BHEL's GST Portal reflects. In case supplier of Service registered under composite scheme of GST, no GST would be paid by BHEL.
6. For the services billed from outside India, GST should not be payable by BHEL to supplier. BHEL will deposit GST to Government directly for such services.
7. Since input credit of GST will be available to BHEL, **GST shall not be considered for evaluation.**

(Signature With seal of company)



TECHNICAL LOADING SCHEDULE
ENQUIRY NO. B/4222/6/0669V1 dated 04/08/2026
PACKAGE: AIR COOLED CONDENSER PACKAGE
PROJECT: 1X800MW DARLIPALI SUPER THERMAL POWER PROJECT STAGE-II

TECHNICAL PARAMETERS FOR BID EVALUATION/ LOADING CRITERIA
(AS PER DOCUMENT NO. HXE/SK/2372/2 Rev.00 of BHEL Specification)

1. **Name of Bidder:**

2. **Note:** Bidder to fill values in the specified columns marked as "*****" in technical parameters below and these values will only be used for evaluation.

3. **Technical Parameters:**

a) Cost of Civil RCC work as per instructions and details given in clause 1 a) & Civil BOQ of HXE/SK/2372/2 Rev.00. Values to be filled in Table -1 below.

Table: 1

Sl. No.	DESCRIPTION OF ITEM	UNIT	Total Quantity for 1 Unit of 1X800 MW Darlipali Project	Unit Rate in INR
1	Concrete M30 Grade	CUM	*****	8800
2	Form work	SQM	*****	1500
3	Re-Inforcement	MT	*****	84650

b) Guaranteed Power Consumption: Guaranteed Power consumption should be indicated in the Table-2 as per clause 1 b) in document no. HXE/SK/2372/2 Rev.00.

Table: 2

Sl. No	Guaranteed Power Consumption for 1 Unit of 1X800 MW Darlipali Project
1	*****

(Signature With seal of company)

 PRICE SCHEDULE ENQUIRY NO. B/4222/6/0669V1 dated 04/08/2026 PACKAGE: AIR COOLED CONDENSER PACKAGE PROJECT: 3X800 MW TELANGANA SUPER THERMAL POWER PROJECT (TNSTPP), Stage II Material Code: W99717001030 & W99717001049						
Sl. No.	ITEM DESCRIPTION	For Indian Portion (in INR)		For Imported Portion (in Foreign Currency)		
		Price for One Unit in INR on Ex-works Freight Prepaid up to site basis excluding GST	Total Price for 3 Units of 3X800 MW Telangana project in INR on Ex-works Freight Prepaid up to site basis excluding GST	Price for One Unit in Foreign Currency on CFR Mumbai / Nhavasheva Port (India) Basis	NAME OF CURRENCY (Viz. USD, EURO, JPY, INR) - To be selected by bidder	Total Price for 3 Units of 3X800 MW Telangana project in Foreign Currency on CFR Mumbai / Nhavasheva Port (India) Basis
1	Supply of All the Items as per specification HE57080 and scope matrix Annexure IV.1-1 for 3X800 MW Telangana project					
1.1	Supply of all the mechanical items (other than S.No. 1.3 to 1.5) as per scope mentioned in specification HE57080 and scope matrix Annexure IV.1-1	To be filled by Bidder	#VALUE!	To be filled by Bidder	USD	#VALUE!
1.2	Supply of all the C&I items as per scope mentioned in specification HE57080	To be filled by Bidder	#VALUE!	To be filled by Bidder	USD	#VALUE!
1.3	Supply of Passenger Elevators (4 Nos.) as per Annexure IV.2-1		To be filled by Bidder		USD	To be filled by Bidder
1.4	Supply of Structures for Passenger Elevator (4 Nos.)		To be filled by Bidder		USD	To be filled by Bidder
1.5	Supply of Staircase from 0m to ACC platform (4 Nos.)		To be filled by Bidder		USD	To be filled by Bidder
2	Erection & Commissioning of complete scope as mentioned in specification HE57080, BHEL/CPC/TEL S-II/ACC and scope matrix Annexure IV.1-1 for 3X800 MW Telangana project					
2.1	Erection & Commissioning of ACC Package (other than S.No. 2.2 to 2.5) as per complete scope mentioned in specification HE57080, BHEL/CPC/TEL S-II/ACC and scope matrix Annexure IV.1-1	To be filled by Bidder	#VALUE!	To be filled by Bidder	USD	#VALUE!
2.2	Erection & Commissioning of Cable Tray Access Platforms at top of ACC Column	To be filled by Bidder	#VALUE!	To be filled by Bidder	USD	#VALUE!
2.3	Erection & Commissioning of Passenger Elevators (4 Nos.) as per Annexure IV.2-1		To be filled by Bidder		USD	To be filled by Bidder
2.4	Erection & Commissioning of Structures for Passenger Elevator (4 Nos.)		To be filled by Bidder		USD	To be filled by Bidder
2.5	Erection & Commissioning of Staircase from 0m to ACC platform (4 Nos.)		To be filled by Bidder		USD	To be filled by Bidder
3	Training Charges for 3X800 MW Telangana project		To be filled by Bidder		USD	To be filled by Bidder
4	Tools and Tackles (Item wise breakup) for 3X800 MW Telangana project		To be filled by Bidder		USD	To be filled by Bidder
5	Type test charges (Itemwise breakup) for 3X800 MW Telangana project		To be filled by Bidder		USD	To be filled by Bidder
6	Mandatory spares (with itemwise breakup) for 3X800 MW Telangana project					
6.1	Mandatory spares For Passenger Elevators for 3X800 MW Telangana project		To be filled by Bidder		USD	To be filled by Bidder
6.2	Mandatory spares For Complete ACC for 3X800 MW Telangana project		To be filled by Bidder		USD	To be filled by Bidder
7	Startup and Commissioning spares for 3X800 MW Telangana project	To be filled by Bidder	#VALUE!	To be filled by Bidder	USD	#VALUE!
8	PG Test along with Instruments for 3X800 MW Telangana project	To be filled by Bidder	#VALUE!	To be filled by Bidder	USD	#VALUE!
9	Any other item not specified above (Details & breakup to be given by Bidder) for 3X800 MW Telangana project	To be filled by Bidder	#VALUE!	To be filled by Bidder	USD	#VALUE!
AA	TOTAL VALUE FOR FIRM SCOPE OF SUPPLY, E&C, Training & PG Test FOR 1X800 MW Darlipali Project (1.1+1.2+1.3+1.4+1.5+2.1+2.2+2.3+2.4+2.5+3+4+5+6.1+6.2+7+8+9)		#VALUE!		USD	#VALUE!
10	OPTIONAL SCOPE (REFER NOTE BELOW)					
10.1	Recommended spares for 3X800 MW Telangana Project		To be filled by Bidder		USD	To be filled by Bidder
NOTE: 1. Item-Wise price breakup of Tools & Tackles (S No. 4), Type test charges (Sl. No. 5), Mandatory Spares (6.1 & 6.2) and Start-up & commissioning spares (S No. 7) should be provided during BBU approval after placement of LOI. 2. Item Wise price breakup of Any other items not specified above (S No. 9) should be provided separately alongwith the price Bid. 3. Item Wise Price breakup of Recommended Spares mentioned at Sl. No. 10.1 (Optional Scope) should be provided separately alongwith the price Bid. The prices of these recommended spares should be valid till entire guarantee period and BHEL will have the option to place PO of any of the item of this list within Guarantee period. <u>Prices of Recommended Spares mentioned at Sl. No. 10.1 (Optional Scope) would not be considered for evaluation.</u> 4. As per Indian Law "TAX DEDUCTED AT SOURCE (TDS)" For Services rendered and Billed from within India", TDS is to be recovered from the bidder. 5. For the service billed from India, GST should be paid by the supplier of service. BHEL will reimburse GST to supplier only after entry of this GST on BHEL's GST Portal reflects. In case supplier of Service registered under composite scheme of GST, no GST would be paid by BHEL. 6. For the services billed from outside India, GST should not be payable by BHEL to supplier. BHEL will deposit GST to Government directly for such services. 7. Since input credit of GST will be available to BHEL, <u>GST shall not be considered for evaluation.</u>						

(Signature With seal of company)



TECHNICAL LOADING SCHEDULE
ENQUIRY NO. B/4222/6/0669V1 dated 04/08/2026
PACKAGE: AIR COOLED CONDENSER PACKAGE
PROJECT: 3X800 MW TELANGANA SUPER THERMAL POWER PROJECT (TNSTPP), Stage II

TECHNICAL PARAMETERS FOR BID EVALUATION/ LOADING CRITERIA
(AS PER DOCUMENT NO. HXE/SK/2375/2 Rev.00 of BHEL Specification)

1. **Name of Bidder:**

2. **Note:** Bidder to fill values in the specified columns marked as "*****" in technical parameters below and these values will only be used for evaluation.

3. **Technical Parameters:**

a) Cost of Civil RCC work as per instructions and details given in clause 1 a) & Civil BOQ of **HXE/SK/2375/2** Rev.00. Values to be filled in Table -1 below.

Table: 1

Sl. No.	DESCRIPTION OF ITEM	UNIT	Total Quantity for 3 Units of 3X800 MW Telangana	Unit Rate in INR
1	Concrete M30 Grade	CUM	*****	8800
2	Form work	SQM	*****	1500
3	Re-Inforcement	MT	*****	84650

b) Guaranteed Power Consumption: Guaranteed Power consumption should be indicated in the **Table-2** as per clause 1 b) in document no. **HXE/SK/2375/2** Rev.00.

Table: 2

Sl. No	Guaranteed Power Consumption for 1 Unit	Guaranteed Power Consumption for 3 Units 3X800 MW Telangana
1	*****	*****

(Signature With seal of company)



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
TEL: +91 133428-1207, +91 133428-1670

Enquiry No. B/4222/6/0669V1 dated
04/08/2026
Item: Air Cooled Condenser Package
Project: 1X800 MW DARLIPALI STPP NTPC
and 3X800 MW TELANGANA STG-II NTPC

ANNEXURE-ACC/DARLIPALI/ DEVIATION LIST

Deviations List

(with the cost of withdrawal of such deviation)

NAME OF VENDOR:									
SL N O	VOLUME / SECTION	PAGE NO.	CLAU SE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
A. TECHNICAL DEVIATION:									
1									
2									
3									
B. COMMERCIAL DEVIATION									
1									
2									
3									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME			DESIGNATION				SIGN & DATE		
NOTES:									
1. For Indigenous scope of supply, cost of withdrawal of deviation will be applicable on the basic unit price only (i.e. excluding taxes, duties & freight).									
2. For scope of supply from outside India, cost of withdrawal of deviation will be applicable on the quoted unit price.									
3. All the bidders have to list out all their Technical Deviations (if any) in detail in the above format.									
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
5. Bidder shall submit duly filled unpriced version of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer (Part-I), wherever applicable.									
6. Bidder shall furnish priced version of above format along with price bid only.									
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
8. Bidders to note that any deviation (technical) not listed in above and asked after Part-I opening shall not be considered.									

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) TEL: +91 133428-1207, +91 133428-1670	Enquiry No. B/4222/6/0669V1 dated 04/08/2026 Item: Air Cooled Condenser Package Project: 1X800 MW DARLIPALI STPP NTPC and 3X800 MW TELANGANA STG-II NTPC
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ANNEXURE-ACC/DARLIPALI/ DEVIATION LIST

Deviations List

(with the cost of withdrawal of such deviation)

9. Any deviation mentioned in priced version of this format, but not mentioned in the unpriced version, shall not be accepted.
10. All techno-commercial terms and conditions of enquiry shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive. In General, Positive Cost of withdrawal of deviation would be added to the quoted prices and Negative Cost of withdrawal of deviation would be deducted from the quoted prices.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.
14. For any other deviation mentioned in unpriced version of this format submitted with Part-I bid but not mentioned in priced version of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
15. In case Price Offer of the vendor is found ambiguous due to any reason including non-compliance of the above, the offer of the bidder is liable to be rejected.



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
TEL: +91 133428-1207, +91 133428-1670

Enquiry No. B/4222/6/0669V1 dated
04/08/2026
Item: Air Cooled Condenser Package
Project: 1X800 MW DARLIPALI STPP NTPC and
3X800 MW TELANGANA STG-II NTPC

ANNEXURE-ACC/TELANGANA/ DEVIATION LIST

Deviations List

(with the cost of withdrawal of such deviation)

NAME OF VENDOR:									
SL N O	VOLUME / SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
A. TECHNICAL DEVIATION:									
1									
2									
3									
B. COMMERCIAL DEVIATION									
1									
2									
3									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME			DESIGNATION				SIGN & DATE		
NOTES:									
1. For Indigenous scope of supply, cost of withdrawal of deviation will be applicable on the basic unit price only (i.e. excluding taxes, duties & freight).									
2. For scope of supply from outside India, cost of withdrawal of deviation will be applicable on the quoted unit price.									
3. All the bidders have to list out all their Technical Deviations (if any) in detail in the above format.									
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
5. Bidder shall submit duly filled unpriced version of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer (Part-I), wherever applicable.									
6. Bidder shall furnish priced version of above format along with price bid only.									
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
8. Bidders to note that any deviation (technical) not listed in above and asked after Part-I opening shall not be considered.									

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) TEL: +91 133428-1207, +91 133428-1670	Enquiry No. B/4222/6/0669V1 dated 04/08/2026 Item: Air Cooled Condenser Package Project: 1X800 MW DARLIPALI STPP NTPC and 3X800 MW TELANGANA STG-II NTPC
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ANNEXURE-ACC/TELANGANA/ DEVIATION LIST

Deviations List

(with the cost of withdrawal of such deviation)

9. Any deviation mentioned in priced version of this format, but not mentioned in the unpriced version, shall not be accepted.
10. All techno-commercial terms and conditions of enquiry shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive. In General, Positive Cost of withdrawal of deviation would be added to the quoted prices and Negative Cost of withdrawal of deviation would be deducted from the quoted prices.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.
14. For any other deviation mentioned in unpriced version of this format submitted with Part-I bid but not mentioned in priced version of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
15. In case Price Offer of the vendor is found ambiguous due to any reason including non-compliance of the above, the offer of the bidder is liable to be rejected.

PRICE ADJUSTMENT

(i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of material components in accordance with the provisions described below:

(ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment including mandatory spare parts as per price break-up (BBU) approved by BHEL. The Price Adjustment amount towards this price component shall be subject to a ceiling of 15% of Ex-works/CFR price component of the contract price.

(iii) Only following components of the Contract Price will be subject to Price adjustment:

- a) Ex-Works (India) Price of Material/Equipment including Mandatory Spares manufactured within the Employer's Country, but excluding Type Tests Charges.
- b) CFR Price Component for Material/ Equipment including Mandatory Spares supplied from abroad, but excluding Type Tests Charges.

(iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.

(v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (iii) above shall be as stipulated hereinafter.

Ex-Works/ CFR Price Component of Plant and Equipment including spares, but excluding Type Tests Charges”

The amount of price adjustment towards variable portion payable/recoverable on each shipment/despatch shall be computed as under:

$$EC = EC_1 - EC_0$$

EC₁ will be computed as follows:

$$EC_1 = EC_0 (0.50 + 0.12x (A_1/A_0)*f + 0.38x (B_1/B_0)*f)$$

Where

EC = Adjustment to Ex-Works/CFR Price Component expressed in the currency of the Contract payable to the contractor for each shipment/despatch.

EC₁ = Adjusted Amount of Ex-Works/CFR Price Component expressed in the currency of the Contract payable to the Contractor for each shipment/despatch.

EC₀ = Ex-Works/CFR Price for the plant and equipments in the currency of the Contract, shipment/despatch wise.

“A” and “B” shall be published price indices by office of Economic Adviser, GOI (base year: 2022-23 =100) as per below details:

A = Commodity Name- Aluminium Semi Finished products, Commodity Code- 1314020004

B= Commodity Name- Plates, Rods, profiles, tubes and similar articles of iron and Steel, Commodity Code-1315080005

PRICE ADJUSTMENT

f is Exchange Rate Correction Factors for the respective materials with reference the currency of Contract, such that

$$f = Z_o / Z_1$$

where Z is the no. of units of the INR, which is equivalent to one unit of the respective Contract currency. The exchange rates to be used for calculation of factor 'f' shall be as per Bills Selling Exchange Rates established by the STATE BANK OF INDIA. For the indices, subscript 'o' refers to indices as on opening date of techno commercial (part-1) bid.

Subscript '1' refers to indices/exchange rates as of 90 days prior to the date of shipment/despatch of material. If the applicable day happens to be a bank holiday, then the exchange rate as on the previous bank (STATE BANK OF INDIA) working day shall be taken.

For the purpose of this clause the date of shipment/despatch shall mean the contractual schedule date of shipment/despatch or actual date of shipment/despatch, whichever is earlier.

Where shipment/despatch is delayed contractual scheduled date of shipment/despatch for reasons attributable to the Bidder/Contractor, the applicable Price Adjustment shall be restricted to the lower of the Price Adjustment prevailing on the contractual scheduled date of shipment/despatch or the actual date of shipment/despatch.

Quality Requirements: PART-A for Supply Portion

Project: 1X800 MW Darlipali Project and 3X800 MW Telangana Project

Package: Air Cooled Condenser Package (ACC)

Quality requirements are as follows:

1. Ordering of ACC Package shall be done on NTPC approved bidder. Vendor, sub-vendor and manufacturer shall also be approved by NTPC. For approval of bidder, vendor, sub-vendors and manufacturers, Bidder has to submit completely filled NTPC formats (SUB-VENDOR QUESTIONNAIRE with all annexures and 'supply experience with end customer performance feedback'). Ordering of assemblies, sub-assemblies, BOI and raw material (plate, pipe, forging, casting etc.) of assemblies and sub-assemblies shall be done on finally NTPC approved/accepted vendors/sub-vendors/manufacturers only. During approval of vendor, if NTPC comments are received on vendor proposal, bidder to provide clear and suitable replies to customer comments within 3 days of receipt of customer comment. If replies are not received from Bidder, the proposed vendor will be foreclosed by BHEL/ NTPC after the specified time limit. Bidder to propose it's and collaborator approved vendors only. Latest NTPC formats are attached.
2. All the customer approval conditions shall be complied by customer approved vendors.
3. Bidder to confirm and strictly follow the NTPC approval conditions (if any).
4. Bidder to submit vendor list of ACC package (Mechanical, Electrical and C&I items) with their proposal. Separate vendor list to be prepared for Mechanical, Electrical and C&I items. Finally, NTPC approved vendor lists to be followed. Latest NTPC format is attached.
5. For All BBU items, sub-items of BBU items (which are not directly appearing in the provided vendor list) and 'items other than BBU items': Bidder to provide list of such items with its application area, size, weight/ quantity, design pressure and design Temperature in attached format. This list will be provided to NTPC for review and approval, finally NTPC approved list shall be followed by vendor. Items will be categorized as following:
 - CAT-I: Approval of QP by NTPC. There will be physical Inspection(witness) by Bidder, NTPC and BHEL/NTPC approved TPIA inspector. (as an example, Fan Guard assembly, Fan Bell/Stack, sheeting, vacuum Pump, Gear box, structure, pipe, plate, tube bundle, etc as per categorization of the item).
 - CAT-II: Approval of QP by NTPC. There will be verification Inspection by NTPC and physical Inspection (witness) by Bidder and BHEL/NTPC approved TPIA inspector.
 - CAT-III: Approval of QP by BHEL with Bidder Inspection. BHEL/TPIA Inspector involvement shall be optional (to be solely decided by BHEL).
6. If items quantity identified as SET in the approved BBU list. Definition of SET must be mentioned in the proposed BBU.
7. A) For foreign supplies: Bidder to ensure to engage the TPIA inspector (LRQA/TUV/BV) for BHEL interfaces at vendor, sub-vendors and manufacturer works at Bidder's own cost. There will be approval of TPIA Inspector from NTPC. Details of TPIA and TPIA inspector to be provided by bidder in the attached NTPC format, 60 days prior to scheduled inspection stage.
B) For Indigenous supplies, BHEL nominated TPIA inspector duly approved by NTPC shall be deployed by BHEL for BHEL scope of inspection of the item.
8. For foreign supplies: Inspection call (in NTPC attached format) to be given to BHEL with 50 days advance notice for NTPC witness inspection, without fail.
9. For Indigenous supplies: Inspection call (in NTPC attached format) to be given to BHEL with 15 days advance notice for NTPC witness inspection.
10. There will be NTPC control w.r.t. vendor approval and QP approval for sub-assemblies items (for example: Motor, Gear box etc. of Vacuum Pump). Vendor to submit details list of all items (BOI and raw material (plate, pipe, channel, I-Beam, forging, casting etc.) with its manufacturer names during proposed QP of assembly. QP shall be submitted in

attached format. Finally, customer approved QP shall be followed without any financial implication on BHEL. Finally, ordering of sub-items (BOI and raw material (plate, pipe, forging, casting etc.) shall be done on NTPC accepted vendors, sub-vendors and manufacturers only.

11. In case BHEL demands for ACC Package Bidder's and its technical collaborator's physical assessment report for its proposed vendors, sub-vendors and manufacturers along with proposal, Same to be furnished by ACC Package Bidder to BHEL within 3 days from date of intimation by BHEL.
12. TEST CERTIFICATES ALONG WITH INSPECTION REPORTS (LEGIBLE AND IN ENGLISH LANGUAGE ONLY) SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE ALONGWITH QP CLAUSE WISE INDEX SHEET. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.
13. Request for MDCC with 'completely co-relatable TCs' shall be submitted 15 days before the scheduled dispatch date. Each page of submitted reports/TC shall be duly signed and stamped by Bidder/main vendor for ACC Package.
14. Bidder will provide all the information/ documents in ENGLISH Language only. In case any document provided by vendor in other language (like Chinese, etc.), English translation is mandatorily to be given along with the document.
15. BHEL/NTPC may visit the Bidder's, sub-vendor's and manufacturer's works at any time with short notice of one day.
16. If required, VC meeting with bidder, sub-vendor, manufacturer and TPIA inspector. Bidder to arrange the same, for short notice of one day by BHEL.
17. If case of NCR (Non-conformance report in NTPC format), vendor to provide completely filled NCR report. If required, Bidder and its sub-vendor will come to BHEL Haridwar/ NTPC site for detailed discussion.
18. Sub-vendor/ Bidder works/ manufacturer once rejected by M/s NTPC will not be offered again for any unit thereafter.
19. Inspection clearance of foreign supplies from BHEL is mandatory requirement, prior to dispatch of item from vendor works.
20. Bidder to give Certificate of Conformance (in additional to TC/ reports) for all the items for inspection clearance, before dispatch of item from vendor works. COC formats are attached.
21. For mandatory and recommended spares, the bidder shall furnish Interchangeability Certificate.
22. In case repeat BHEL inspection is required at vendor/sub-vendor works due to non-readiness of the complete quantity of the offered material, non-conformity noticed leading to rework and rejection; total cost incurred in the repeat BHEL inspection, will be deducted from ACC vendor's bills.
23. Item controlled by customer in any list (Mechanical/ Electrical/ C&I), If the same/similar item is applicable in assemblies of electrical/mechanical/C&I items, shall be treated as controlled item.
24. During QP approval from end customer, customer may ask for submission of procedures along with QP. Finally end customer accepted procedures shall be followed by vendor, if demanded by end customer.
25. Vendor to provide their clarification/deviation and offer w.r.t. quality requirements and its annexures separately for Part-A Supply Portion and Part-B Erection & Commissioning (E&C) Portion.
26. Related end Customer contract specification is attached.

Timeline for document submission:

Complete vendor list (with complete credentials of proposed vendors in NTPC formats) duly checked, reviewed and approved by bidder at three level, to be provided by vendor within 30 days of LOI placement. The BHEL/ end customer comments (including physical assessment of sub-vendor by customer), if any, to be complied by the vendor within 3 days of receipt of BHEL/end customer comments. The complete vendor list shall be finalized with end customer within, 75 days of LOI placement by BHEL.

Categorization of all items to be finalized with end customer, within 40 days of LOI placement. List of all items (in NTPC format) to be provided within 20 days of BHEL LOI date.

Vendor to provide All QPs including sub-vendor QPs (with applicable end customer approved drawing/datasheet) for review and approval from end customer, within 14 days of finalization of categorization of item.

For each submission of QPs (new/ revised)/ vendor list(new/revised)/ vendor and sub-vendor proposal/ vendor and 'sub-vendor clarifications on customer comments', BHEL will take 7 days and customer will take 15 days to review on each submission. Proper check, review of proposed QP is essential by vendor, so that QP approval from customer is obtained in timely manner.

Vendor and their sub-vendor to take care this requirement during submission of documents/clarifications. In any case, vendor to meet the timeline mentioned above.

Vendor to follow BHEL and customer specifications/requirement in totally. If there is difference between BHEL contract and end customer specifications requirement, the most stringent requirements shall be followed by bidder with information to BHEL.

Enclosures:

- BHEL_HWR_DARLIPALI_QA_A_Annexure-1: End Customer contract specification
- BHEL_HWR_TELANGANA_QA_A_Annexure-1: End Customer contract specification
- BHEL_HWR_QA_A_Annexure-2: Pre-Bid Clarifications Format
- BHEL_HWR_QA_A_Annexure-3: Format for Inspection call for Indigenous supply
- BHEL_HWR_QA_A_Annexure-4: Format for supply experience
- BHEL_HWR_QA_A_Annexure-5: Format for Categorization of items
- BHEL_HWR_QA_A_Annexure-6: Format for COC CAT-III items
- BHEL_HWR_QA_A_Annexure-7: Format for COC for CAT-II and CAT-I items
- BHEL_HWR_QA_A_Annexure-8: Format for Inspection call for foreign supply
- BHEL_HWR_QA_A_Annexure-9: List of documents required for Foreign TPIA approval
- BHEL_HWR_QA_A_Annexure-10: Format for surveyors details
- BHEL_HWR_QA_A_Annexure-11: Format for Vendor list
- BHEL_HWR_QA_A_Annexure-12: MAIN CONTRACTOR EVALUATION REPORT
- BHEL_HWR_QA_A_Annexure-13: SUB VENDOR QUESTIONNAIRE
- BHEL_HWR_QA_A_Annexure-14: QP_format
- BHEL_HWR_QA_A_Annexure-15: NCR Format

Pages from end customer contract specification (For BHEL Haridwar Scope)

1.03.02	AIR COOLED CONDENSERS FOR MAIN TURBINE AND DRIVE TURBINE (IF OFFERED) (A) FABRICATION OF CONDENSER AND ACCESSORIES (a) All welds shall be visually examined. Radiographic examination of 10% of butt welds shall be carried out. However, for vacuum containing welds, R.T on at least 10% of each butt weld shall be carried out. Surface defect examination by magnetic particle inspection or equivalent test method shall be carried out for minimum 10% weldments. This shall apply to site welds also. (b) All edge preparations shall be examined for surface defects. Edge preparation for welds to be carried out at site shall be checked by magnetic particle inspection/Dye penetrant examination method before despatch. (c) In case of fabricated flanges, welds shall be checked by 100% radiographic/ultrasonic and 100% magnetic particle inspection methods to ensure freedom from internal and surface defects. (B) FAN (a) Ultrasonic Test shall be carried out on shaft material diameter ≥ 40 mm. (b) Fan hub and fan blade shall be tested as per relevant material code requirement and shall be tested for internal defects as per relevant code. (c) Moment weight test on blades, blade track variation, tip clearance shall be checked. (d) In case of fabrication of hub and blades by welding, the weld joint shall be tested by RT. (e) Assembly fit up and balancing shall be checked. (C) GEAR BOX (a) Gear box shall be tested as per relevant standard for performance, noise, vibration etc. (b) Gear box shall be tested for no load run test for 4 hours. (D) MOTOR The respective specification covered elsewhere is to be referred. (E) PIPING (a) All piping joint shall be tested for 10% RT/UT. IBR code regulations 1950 shall be ensured for IBR piping and relevant original IBR certificates shall be furnished. (F) TUBES		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 1 of 13

Pages from end customer contract specification

(For BHEL Haridwar Scope)

1.03.03	(a)	Condenser tubes/finned tubes shall be tested as per the requirements of relevant codes and standards.		
	Steam Throw Off Device (If Offered)			
	(a)	Edge preparations shall be examined for surface defects by MPI/DPT. 10% radiographic or ultrasonic examination shall be carried out for all weldments.		
	(b)	Welds shall be subjected to surface defect examination by 10% magnetic particle/dye penetrant examination.		
1.03.04	SPRING ASSEMBLY (If Offered)			
	(a)	Static load testing of the springs shall be carried out and spring characteristics shall be drawn and verified.		
	(b)	Surface defect test shall be carried out on all the springs after coiling and heat treatment.		
	(c)	Surface cleaning shall be checked prior to painting and check for thickness of painting shall be carried out.		
1.04.00	Condenser Air Evacuation System For Main Turbine Condenser And Drive Turbine Condenser			
1.04.01	Pumps			
	(a)	Vacuum pump shafts shall be subjected to ultrasonic test. After finish machining, shaft shall be subjected to magnetic particle examination/dye penetration test.		
	(b)	Pump casings and impellers shall be subjected to magnetic particle/dye penetration test. Finished pump rotor shall be subjected to dynamic balancing.		
	(c)	Pump casings shall be subjected to hydraulic test at 1.5 times the shut off pressure or twice the maximum operating pressure, whichever is higher.		
	(d)	Each pump shall be tested at supplier's works at full speed and load conditions to demonstrate successful operation and performance in accordance with the design requirements.		
	(e)	Supplier shall demonstrate by carrying out visual cavitation test that pump will be operating under all operating condition including blank off condition without cavitation.		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)		BHEL HWR QA BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 2 of 13

Pages from end customer contract specification (For BHEL Haridwar Scope)

	(f) REFER RELEVANT CLAUSES OF THE SPECIFICATION FOR OTHER ITEMS SUCH AS HEAT EXCHANGERS, FILTERS, PIPING, VALVES, ETC. IN THIS SYSTEM.		
1.04.02	The complete package shall be subjected to hydraulic pressure and leakage test and shop tested to check interlocks and functional requirements. The one complete unit shall also be subjected to demonstrate successful operation and performance testing, with saturated air conditions at condenser design vacuum point as well as vacuum pump design point with total minimum three points. The test should be conducted with the respective motors to be supplied. The test shall include check for vibration and noise level.		
1.05.00	FEED WATER HEATERS, DRAIN COOLERS, GLAND STEAM CONDENSER, HEAT EXCHANGERS & PRESSURE VESSELS/ STORAGE TANKS		
1.05.01	All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks of material specification.		
1.05.02	Material for Tube plates shall be ultrasonically tested. Finished plates shall be subjected to suitable NDT. For cladded plates, bonding shall be checked by UT. Vendor shall furnish their practice regarding manufacturing & NDT for supply of cladded plates for Employer's review. Drilled Tube plates shall be checked for ovality of holes, ligaments, surface finish etc.		
1.05.03	Dished ends shall be subjected to 100% MPI and RT/UT on welded joints. Knuckle portion shall be checked by MPI for surface defects and thinning shall be checked by UT.		
1.05.04	Butt Welded / Full penetration joints shall be checked by suitable RT / UT. Fillet welds shall be checked by MPI / DPT.		
1.05.05	Tubes shall be tested as per the relevant codes / specification / standards.		
1.05.06	Before tubes expansion in the tube sheets, the mock-up test for expansions shall be carried out, in case not done earlier. Torque setting of expander shall be based on mock up tests. Joints shall be checked for tube thinning.		
1.05.07	Completed assemblies shall be pressure tested with working-fluid/ hydraulically/ pneumatically. The heat exchangers shall be tested on both tube side and shell side. After hydro test, the heat exchangers shall be suitably dried and nitrogen capped. Atmospheric tanks shall be tested for leakage by water fill test for at least 12 hrs.		
1.06.00	PIPING, BELLOWS AND THERMAL INSULATION FOR TURBINE & AUX SYSTEMS		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)		Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES
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(For BHEL Haridwar Scope)

1.06.01	Piping and Fittings (a) All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks (as required to meet statutory requirement and elsewhere asked in the specification) of material specification. (b) All pipe lengths shall be subjected to 100% ultrasonic examination or hydraulic tests and UT/RT on longitudinal welds at the tube mill. (c) All mother pipes used for fittings shall be subjected to a hydraulic test or an ultrasonic test at the tube mill. Raw material of all forged fittings shall be ultrasonically tested. Forged fittings shall be ultrasonically tested. (d) Welded and cast fittings, if any, shall be subjected to suitable NDT as per applicable standards. However, as a minimum 100% RT shall be carried out on all alloy steel fittings and on carbon steel fittings for use above 71 bar design conditions. (e) The edge preparation for shop and site welds shall be checked by MPI/LPI however edge preparation in stainless steel alloy/ steel shall be subjected to a Dye penetrant check. (f) Thickness of pipe bends shall be checked by ultrasonic or other acceptable methods on sample basis for high pressure applications. Outer surface of bends shall be subjected to magnetic particle examination / LPI. (g) Non-destructive examination of welds shall be carried out after post weld heat treatment, if any. (h) Non-Destructive Examination of welds shall be carried out in accordance with the relevant design/manufacturing codes. However, as a minimum, the following requirements shall be met (except for oil piping). Further statutory requirement, wherever applicable shall also be complied with. (1) Temperature > 400⁰C And / Or pressure exceeding 71 bar. (i) 100% RT/UT on butt welds and full penetration branch welds. (ii) 100% MPE. (2) Temperature > 175⁰C up to 400⁰C AND / OR pressure exceeding 17 bar and up to 71 bar. (i) 100% RT / UT on butt welds and full penetration branch welds for pipe dia more than 100 NB.		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 4 of 13

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	(ii) 10% RT / UT on butt welds and full penetration branch welds for pipe dia up to 100 NB. (iii) 100% MPE. (3) Wherever SR/PWHT is envisaged, above NDTs shall be after SR/PWHT. (4) For all other pipes not covered above (except oil piping), shall be subjected 100% MPE / DPT in case of under ground pipes and 10% MPE/DPT in case of piping above the ground. Further, 10% of butt welds of underground piping shall be subjected to RT. (5) Hardness survey of welds shall be carried out on alloy steel/stainless steel piping. (100% Hardness survey of welds on P91, X20 & X22 material grade pipings). (6) For welds in P91, X20 & X22 materials, only induction type of heating shall be deployed for heat treatment. (i) Oil piping shall be subjected to following NDT. (1) Butt welds of Oil piping shall be subjected to 10% RT and 10% DP Test. For Jacking oil lines 100% RT & 100% DPT shall be carried out on butt welds. (2) Fillet welds with load transfer shall be subjected to 100% MPE/DPT and fillet welds without load transfer shall be subjected to 10% MPE/DPT. (j) Rubber lined pipes shall be hydraulically tested before rubber lining. All rubber lining is to be subjected to following tests as per IS-4682 part-I or acceptable equivalent: (1) Adhesion test (2) Check for resistance to bleeding (3) Measurement of thickness (4) Shore hardness test (5) Visual examination and spark test at 5 KV/mm of thickness.		
1.06.02	Metallic Expansion Bellows (a) Hydraulic pressure test shall be carried out on each pipe and expansion bellow.		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 5 of 13

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1.06.03	(b) Longitudinal butt weld on bellow shall be subjected to suitable NDT examination before forming, and after forming MPE / DP test shall be carried out. (c) All welds shall be subjected to 100% magnetic particle/dye penetrant check and butt welds shall be subjected to 100% radiographic testing. (d) All the bellows subjected to vacuum service shall be subjected to vacuum test. (e) The bellows shall be subjected to movement test to establish suitability to perform satisfactorily in site conditions. During this test spring rate shall also be measured. (f) Life cycle test, meridional yield rupture test and squirm test to be carried out on a prototype/expansion bellow as per Sec.D clause 3.2 of standards of Expansion joint Manufacturer Association (EJMA). In case these tests have already been accepted by NTPC on a prototype expansion bellow, as defined in Sec.D Clause 3.2 of Expansion Joints Manufacturers Association (EJMA) test reports may be furnished by manufacturer for consideration and approval of Employer.		
	Rubber Expansion Joint (a) Rubber compound test slab after vulcanising shall be tested for tensile strength, elongation and shore hardness. Tests on rubber compound shall also include hydro stability test as per ASTM D-3137 and ozone resistance test as per ASTM D-380. (b) Fabric strength of synthetic fibre for reinforcement shall be checked, and test for rubber to fabric adhesion as per IS: 3400/ASTM D-413, rubber to metal adhesion as per IS 3100/ASTM D-429 shall be carried out. (c) All expansion joints in assembled condition shall be subjected to vacuum test at 730 mm Hg below atmospheric pressure under conditions to ensure its suitability to withstand deflection in each axial transverse and longitudinal direction. Duration of test shall be of minimum 10 minutes. (d) All bare bellows shall be subjected to hydraulic pressure test in normal condition at 1.5 times the design pressure for duration of 30 minutes. Additionally, all bare bellows shall be subjected to deflection tests under pressure, pressure being raised from zero to the design value in regular steps and deflection measured at each step.		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 6 of 13

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1.06.04	(e)	All expansion joints in assembled condition along with control rod assembly shall be subjected to deflection test under design pressure. The details of test procedure shall be subjected to approval by Project Manager.				
	(f)	Either during the hydraulic test or during the vacuum test, change in circumference at the top position of the arch shall not exceed 1.5% of measured circumference at normal position.				
	(g)	Twenty Four (24) hours after the above tests, the permanent set (variation in dimensions with respect to its original dimension) shall be measured and recorded. The permanent set shall not be more than 0.5%.				
	(h)	Life cycle test shall be carried out on bellows of each type, design and size. In case these tests have already been accepted by NTPC in earlier projects for the same type / size /design, test certificate for the same may be furnished for approval of Employer.				
1.06.05	THERMAL INSULATION					
1.06.05	(a)	For mineral wool insulation, testing shall be carried out as per relevant standard.				
	(b)	For sprayed mineral wool, testing shall be carried out as per relevant standard.				
	(c)	Thermal conductivity (k value) shall generally be measured in line with relevant standard.				
	Hangers and Supports					
1.07.00	(a)	Forged components such as clevis, turnbuckle, eye- bolts, coupling etc. will be subjected to material testing, hardness, MPE, proof load test etc.				
	(b)	Dampers with viscous fluids will be checked for viscosity of liquid used, damping resistance of the damper, stiffness of the damper etc.				
	(c)	Springs used for variable constant load and spring hangers shall be checked for chemical, mechanical and spring rate tests.				
	(d)	Complete variable and constant load spring cage will be subjected to performance test and load/deflection test. Calibration of spring cages shall be done at shop.				
1.07.00	VALVES					
<table><tr><td>EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)</td><td>Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1</td><td>SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES</td><td>Page 7 of 13</td></tr></table>			EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 7 of 13
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Pages from end customer contract specification (For BHEL Haridwar Scope)

1.07.01	Inspection and testing requirements for valves other than extraction line valves and butterfly valves shall be as follows:-																							
	(a) Pressure retaining parts of valves shall be subjected to NDT as per Table 1.																							
	(b) Bar stock/forging above 40mm diameter for valve trim shall be subjected to UT.																							
	(c) Hardened/stellitted valve disc and seat are to be subjected to LPI and hardness check (on test sample).																							
	(d) Colour matching of valve disc/plug and seat shall be carried out to ensure contact.																							
	(e) Hydraulic pressure test and seat leak test shall be carried out as per ANSI 16.34.																							
	(f) Air seat leak test shall be carried out as per applicable Standards/Codes.																							
	(g) Functional testing shall be carried out on each valve to check the following as per the approved valve data sheet:																							
	(1) Smooth operation																							
	(2) Valve travel, closing and opening time.																							
(3) Current drawn by actuators..																								
(h) Springs for safety valves shall be tested with suitable NDT and for spring rate.																								
(i) Safety and safety relief valves shall be tested for performance.																								
TABLE-1 NDT REQUIREMENTS FOR PRESSURE RETAINING COMPONENTS OF VALVES																								
<table><tr><td>Valve size NB in mm</td><td>ANSI Class upto 300</td><td>ANSI Class above 300 upto 600</td><td>ANSI Class above 600 upto 900</td><td>ANSI Class 900 & above & below 4500</td></tr><tr><td>Less than 50</td><td>Visual</td><td>Visual</td><td>Visual</td><td>MPI</td></tr><tr><td>50 & above but below 100</td><td>Visual</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of valves on 100% area)</td></tr><tr><td>100 & above but</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of</td><td>MPI & RT (on 100% area)</td></tr></table>					Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500	Less than 50	Visual	Visual	Visual	MPI	50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)	100 & above but	Visual	MPI	MPI & RT (on 10% of	MPI & RT (on 100% area)
Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500																				
Less than 50	Visual	Visual	Visual	MPI																				
50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)																				
100 & above but	Visual	MPI	MPI & RT (on 10% of	MPI & RT (on 100% area)																				
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)		Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1		Page 8 of 13																				
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	less than 300			valves on change of section & weld ends)	
	300 and above	MPI	MPI	MPI & RT (on change of sections & weld ends)	MPI, RT (on 100% area)
1.07.02	Note: (i) For body and bonnet forgings UT with MPI may be adopted in place of RT. For austenitic steel MPI may be replaced by LPI. (ii) Weld Edge Preparation shall be subjected to MPI/LPI Extraction Line Valves (a) Surface crack examination and hardness check (on test sample) shall be carried out on all hard faced/stellited surfaces, if any. (b) As a minimum requirement of castings for all valves on cold reheat and extraction lines shall be subjected to 100% MPI on all areas and RT on Butt Weld ends and change of Section. For forgings minimum requirement shall be 100% UT and 100% MPI. (c) Bar stock for valves stem shall be subjected to UT. Finish machined valve stem shall be subjected to magnetic particle examination/dye penetration test. (d) Wall thickness measurement by ultrasonic for critical and highly stressed zones of the casting/forging shall be carried out. (e) Colour matching of the valve disc and seat to ensure required contact area shall be carried out. (f) Hydraulic pressure tests shall be carried out on each valve to check body and bonnet strength. Seat leakage and back seat leakage test (wherever applicable) shall be carried out. Air seat leakage test shall also be carried out. Minimum test requirements of pressure shall be as per ANSI B 16.34. (g) Functional testing shall be carried out on each valve to check for freedom of movement, adherence to clearance, opening/ closing etc.				
	1.07.03	Butterfly valves (a) Valve disc shall be checked for surface and sub-surface defects by magnetic particle examination.			
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)		Doc. No. BHEL_HWR_DARLIPALI_QA_A_Annexure-1		SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	
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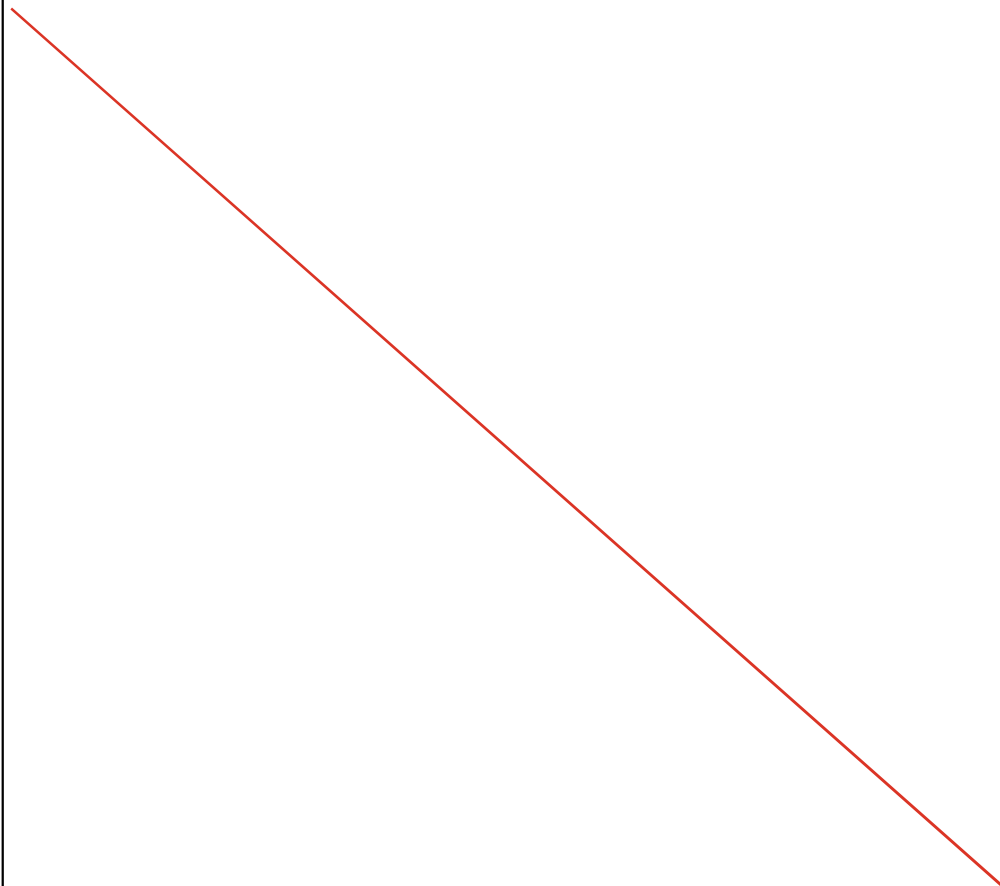
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	(b) Stubs and driving shafts shall be tested for internal defects by ultrasonic method. (c) Dye penetration test shall be carried out on shafts, seat rings etc. (d) Test samples for rubber seal shall be subjected to tensile and hardness test for vulcanising and after ageing. Hydraulic stability test and ozone crack resistance tests also be carried out. (e) Valve shall be subjected to hydraulic pressure test for body and air seat leakage tests as per AWWA-C504/IS 13095. (f) Proof of design tests for valves and actuator shall be carried out as per AWWA-C504/IS 13095. In case the test has already been carried out on previous supplies, the contractor may submit the test certification of same for approval of Project Manager. (g) After complete assembly each valve with actuator will be subjected to performance test by opening and closing the valve from fully closed to fully open position and the reverse, under no flow for at least 25 cycles to check. (1) Smooth uninterrupted movement of valve. (2) Closing and opening time. (3) Current drawn by actuator. (4) Operation of tripping switch and position indicator. (h) After assembly, one valve of each size with respective actuator shall be shop operated over the full range of movement in both the directions, with the body subjected to the full hydrostatic pressure conditions, to demonstrate that the unit is in working order without any leakage through the joints and torque switches/clutches, limit switches are operating satisfactorily. During the test, hand wheel operation, opening/closing time and current drawn shall also be checked.				
1.08.00	MISC. ITEMS / EQUIPMENTS				
1.08.01	FILTERS / STRAINERS				
	(a) Filters / strainers shall be tested as per the requirements of relevant codes / standards. (b) Filters / strainer shall be performance tested for pressure drop, flow, particle size. If performance test is earlier established, then records shall be reviewed.				
<table><tr><td>EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)</td><td>Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1</td><td>SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES</td><td>Page 10 of 13</td></tr></table>		EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 10 of 13
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1.10.03			
	Condenser Assembly-Air Cooled (If Offered): (a) If the condenser sections calls for site assembly, care shall be taken in assembly of sections and correctness of alignment and fit up shall be checked. Site welding shall be carried out as per the procedure approved by the Project Manager. (b) All weld seams shall be subjected to DPT/MPI. At least 10% of butt welds shall be subjected to radiographic examination. (c) All welds between condenser hot box and LP turbine shall be subjected to 100% radiographic and magnetic particle examination. (d) Condenser tube bundles shall be visually examined for dents, mechanical damages or any other defects prior to insertion. Both tube ends shall be thoroughly cleaned to a length of 100mm to remove oil, grease etc. and shall be checked for freedom from burrs prior to insertion. (e) Water Fill test / Hydrostatic testing / pneumatic test as applicable for condenser hot box space, tube bundle with header and associated parts of ACC shall be carried out after connecting all the pipes along with condenser vacuum systems such that all the		
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	field welding joints are covered in the test. Any leakage detected shall be rectified immediately. (f) Performance test (including flow, pressure, noise, vibration and alignment etc.) of Fan/Compressor as applicable shall be tested at site.			
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1.03.02	AIR COOLED CONDENSERS FOR MAIN TURBINE AND DRIVE TURBINE (IF OFFERED) (A) FABRICATION OF CONDENSER AND ACCESSORIES (a) All welds shall be visually examined. Radiographic examination of 10% of butt welds shall be carried out. However, for vacuum containing welds, R.T on at least 10% of each butt weld shall be carried out. Surface defect examination by magnetic particle inspection or equivalent test method shall be carried out for minimum 10% weldments. This shall apply to site welds also. (b) All edge preparations shall be examined for surface defects. Edge preparation for welds to be carried out at site shall be checked by magnetic particle inspection/Dye penetrant examination method before despatch. (c) In case of fabricated flanges, welds shall be checked by 100% radiographic/ultrasonic and 100% magnetic particle inspection methods to ensure freedom from internal and surface defects. (B) FAN (a) Ultrasonic Test shall be carried out on shaft material diameter ≥ 40 mm. (b) Fan hub and fan blade shall be tested as per relevant material code requirement and shall be tested for internal defects as per relevant code. (c) Moment weight test on blades, blade track variation, tip clearance shall be checked. (d) In case of fabrication of hub and blades by welding, the weld joint shall be tested by RT. (e) Assembly fit up and balancing shall be checked. (C) GEAR BOX (a) Gear box shall be tested as per relevant standard for performance, noise, vibration etc. (b) Gear box shall be tested for no load run test for 4 hours. (D) MOTOR The respective specification covered elsewhere is to be referred. (E) PIPING (a) All piping joint shall be tested for 10% RT/UT. IBR code regulations 1950 shall be ensured for IBR piping and relevant original IBR certificates shall be furnished. (F) TUBES		
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1.03.03	(a) Condenser tubes/finned tubes shall be tested as per the requirements of relevant codes and standards.
	Steam Throw Off Device (If Offered)
	(a) Edge preparations shall be examined for surface defects by MPI/DPT. 10% radiographic or ultrasonic examination shall be carried out for all weldments.
	(b) Welds shall be subjected to surface defect examination by 10% magnetic particle/dye penetrant examination.
1.03.04	SPRING ASSEMBLY (If Offered)
	(a) Static load testing of the springs shall be carried out and spring characteristics shall be drawn and verified.
	(b) Surface defect test shall be carried out on all the springs after coiling and heat treatment.
	(c) Surface cleaning shall be checked prior to painting and check for thickness of painting shall be carried out.
1.04.00	Condenser Air Evacuation System For Main Turbine Condenser And Drive Turbine Condenser
1.04.01	Pumps
	(a) Vacuum pump shafts shall be subjected to ultrasonic test. After finish machining, shaft shall be subjected to magnetic particle examination/dye penetration test.
	(b) Pump casings and impellers shall be subjected to magnetic particle/dye penetration test. Finished pump rotor shall be subjected to dynamic balancing.
	(c) Pump casings shall be subjected to hydraulic test at 1.5 times the shut off pressure or twice the maximum operating pressure, whichever is higher.
	(d) Each pump shall be tested at supplier's works at full speed and load conditions to demonstrate successful operation and performance in accordance with the design requirements.
	(e) Supplier shall demonstrate by carrying out visual cavitation test that pump will be operating under all operating condition including blank off condition without cavitation.
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	(f) REFER RELEVANT CLAUSES OF THE SPECIFICATION FOR OTHER ITEMS SUCH AS HEAT EXCHANGERS, FILTERS, PIPING, VALVES, ETC. IN THIS SYSTEM.
1.04.02	The complete package shall be subjected to hydraulic pressure and leakage test and shop tested to check interlocks and functional requirements. The one complete unit shall also be subjected to demonstrate successful operation and performance testing, with saturated air conditions at condenser design vacuum point as well as vacuum pump design point with total minimum three points. The test should be conducted with the respective motors to be supplied. The test shall include check for vibration and noise level.
1.05.00	FEED WATER HEATERS, DRAIN COOLERS, GLAND STEAM CONDNSER, HEAT EXCHANGERS & PRESSURE VESSELS/ STORAGE TANKS
1.05.01	All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks of material specification.
1.05.02	Material for Tube plates shall be ultrasonically tested. Finished plates shall be subjected to suitable NDT. For cladded plates, bonding shall be checked by UT. Vendor shall furnish their practice regarding manufacturing & NDT for supply of cladded plates for Employer's review. Drilled Tube plates shall be checked for ovality of holes, ligaments, surface finish etc.
1.05.03	Dished ends shall be subjected to 100% MPI and RT/UT on welded joints. Knuckle portion shall be checked by MPI for surface defects and thinning shall be checked by UT.
1.05.04	Butt Welded / Full penetration joints shall be checked by suitable RT / UT. Fillet welds shall be checked by MPI / DPT.
1.05.05	Tubes shall be tested as per the relevant codes / specification / standards.
1.05.06	Before tubes expansion in the tube sheets, the mock-up test for expansions shall be carried out, in case not done earlier. Torque setting of expander shall be based on mock up tests. Joints shall be checked for tube thinning.
1.05.07	Completed assemblies shall be pressure tested with working-fluid/ hydraulically/ pneumatically. The heat exchangers shall be tested on both tube side and shell side. After hydro test, the heat exchangers shall be suitably dried and nitrogen capped. Atmospheric tanks shall be tested for leakage by water fill test for at least 12 hrs.
1.06.00	PIPING, BELLOWS AND THERMAL INSULATION FOR TURBINE & AUX SYSTEMS
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1.06.01	Piping and Fittings (a) All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks (as required to meet statutory requirement and elsewhere asked in the specification) of material specification. (b) All pipe lengths shall be subjected to 100% ultrasonic examination or hydraulic tests and UT/RT on longitudinal welds at the tube mill. (c) All mother pipes used for fittings shall be subjected to a hydraulic test or an ultrasonic test at the tube mill. Raw material of all forged fittings shall be ultrasonically tested. Forged fittings shall be ultrasonically tested. (d) Welded and cast fittings, if any, shall be subjected to suitable NDT as per applicable standards. However, as a minimum 100% RT shall be carried out on all alloy steel fittings and on carbon steel fittings for use above 71 bar design conditions. (e) The edge preparation for shop and site welds shall be checked by MPI/LPI however edge preparation in stainless steel alloy/ steel shall be subjected to a Dye penetrant check. (f) Thickness of pipe bends shall be checked by ultrasonic or other acceptable methods on sample basis for high pressure applications. Outer surface of bends shall be subjected to magnetic particle examination / LPI. (g) Non-destructive examination of welds shall be carried out after post weld heat treatment, if any. (h) Non-Destructive Examination of welds shall be carried out in accordance with the relevant design/manufacturing codes. However, as a minimum, the following requirements shall be met (except for oil piping). Further statutory requirement, wherever applicable shall also be complied with. (1) Temperature > 400⁰C And / Or pressure exceeding 71 bar. (i) 100% RT/UT on butt welds and full penetration branch welds. (ii) 100% MPE. (2) Temperature > 175⁰C up to 400⁰C AND / OR pressure exceeding 17 bar and up to 71 bar. (i) 100% RT / UT on butt welds and full penetration branch welds for pipe dia more than 100 NB.		
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	(ii) 10% RT / UT on butt welds and full penetration branch welds for pipe dia up to 100 NB. (iii) 100% MPE. (3) Wherever SR/PWHT is envisaged, above NDTs shall be after SR/PWHT. (4) For all other pipes not covered above (except oil piping), shall be subjected 100% MPE / DPT in case of under ground pipes and 10% MPE/DPT in case of piping above the ground. Further, 10% of butt welds of underground piping shall be subjected to RT. (5) Hardness survey of welds shall be carried out on alloy steel/stainless steel piping. (100% Hardness survey of welds on P91, X20 & X22 material grade pipings). (6) For welds in P91, X20 & X22 materials, only induction type of heating shall be deployed for heat treatment. (i) Oil piping shall be subjected to following NDT. (1) Butt welds of Oil piping shall be subjected to 10% RT and 10% DP Test. For Jacking oil lines 100% RT & 100% DPT shall be carried out on butt welds. (2) Fillet welds with load transfer shall be subjected to 100% MPE/DPT and fillet welds without load transfer shall be subjected to 10% MPE/DPT. (j) Rubber lined pipes shall be hydraulically tested before rubber lining. All rubber lining is to be subjected to following tests as per IS-4682 part-I or acceptable equivalent: (1) Adhesion test (2) Check for resistance to bleeding (3) Measurement of thickness (4) Shore hardness test (5) Visual examination and spark test at 5 KV/mm of thickness.		
1.06.02	Metallic Expansion Bellows (a) Hydraulic pressure test shall be carried out on each pipe and expansion bellow.		
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1.06.03	(b) Longitudinal butt weld on bellow shall be subjected to suitable NDT examination before forming, and after forming MPE / DP test shall be carried out. (c) All welds shall be subjected to 100% magnetic particle/dye penetrant check and butt welds shall be subjected to 100% radiographic testing. (d) All the bellows subjected to vacuum service shall be subjected to vacuum test. (e) The bellows shall be subjected to movement test to establish suitability to perform satisfactorily in site conditions. During this test spring rate shall also be measured. (f) Life cycle test, meridional yield rupture test and squirm test to be carried out on a prototype/expansion bellow as per Sec.D clause 3.2 of standards of Expansion joint Manufacturer Association (EJMA). In case these tests have already been accepted by NTPC on a prototype expansion bellow, as defined in Sec.D Clause 3.2 of Expansion Joints Manufacturers Association (EJMA) test reports may be furnished by manufacturer for consideration and approval of Employer.		
	Rubber Expansion Joint (a) Rubber compound test slab after vulcanising shall be tested for tensile strength, elongation and shore hardness. Tests on rubber compound shall also include hydro stability test as per ASTM D-3137 and ozone resistance test as per ASTM D-380. (b) Fabric strength of synthetic fibre for reinforcement shall be checked, and test for rubber to fabric adhesion as per IS: 3400/ASTM D-413, rubber to metal adhesion as per IS 3100/ASTM D-429 shall be carried out. (c) All expansion joints in assembled condition shall be subjected to vacuum test at 730 mm Hg below atmospheric pressure under conditions to ensure its suitability to withstand deflection in each axial transverse and longitudinal direction. Duration of test shall be of minimum 10 minutes. (d) All bare bellows shall be subjected to hydraulic pressure test in normal condition at 1.5 times the design pressure for duration of 30 minutes. Additionally, all bare bellows shall be subjected to deflection tests under pressure, pressure being raised from zero to the design value in regular steps and deflection measured at each step.		
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	(e) All expansion joints in assembled condition along with control rod assembly shall be subjected to deflection test under design pressure. The details of test procedure shall be subjected to approval by Project Manager. (f) Either during the hydraulic test or during the vacuum test, change in circumference at the top position of the arch shall not exceed 1.5% of measured circumference at normal position. (g) Twenty Four (24) hours after the above tests, the permanent set (variation in dimensions with respect to its original dimension) shall be measured and recorded. The permanent set shall not be more than 0.5%. (h) Life cycle test shall be carried out on bellows of each type, design and size. In case these tests have already been accepted by NTPC in earlier projects for the same type / size /design, test certificate for the same may be furnished for approval of Employer.
1.06.04	THERMAL INSULATION
	(a) For mineral wool insulation, testing shall be carried out as per relevant standard. (b) For sprayed mineral wool, testing shall be carried out as per relevant standard. (c) Thermal conductivity (k value) shall generally be measured in line with relevant standard.
1.06.05	Hangers and Supports
	(a) Forged components such as clevis, turnbuckle, eye- bolts, coupling etc. will be subjected to material testing, hardness, MPE, proof load test etc. (b) Dampers with viscous fluids will be checked for viscosity of liquid used, damping resistance of the damper, stiffness of the damper etc. (c) Springs used for variable constant load and spring hangers shall be checked for chemical, mechanical and spring rate tests. (d) Complete variable and constant load spring cage will be subjected to performance test and load/deflection test. Calibration of spring cages shall be done at shop.
1.07.00	VALVES
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1.07.01	Inspection and testing requirements for valves other than extraction line valves and butterfly valves shall be as follows:- (a) Pressure retaining parts of valves shall be subjected to NDT as per Table 1. (b) Bar stock/forging above 40mm diameter for valve trim shall be subjected to UT. (c) Hardened/stellitted valve disc and seat are to be subjected to LPI and hardness check (on test sample). (d) Colour matching of valve disc/plug and seat shall be carried out to ensure contact. (e) Hydraulic pressure test and seat leak test shall be carried out as per ANSI 16.34. (f) Air seat leak test shall be carried out as per applicable Standards/Codes. (g) Functional testing shall be carried out on each valve to check the following as per the approved valve data sheet: (1) Smooth operation (2) Valve travel, closing and opening time. (3) Current drawn by actuators.. (h) Springs for safety valves shall be tested with suitable NDT and for spring rate. (i) Safety and safety relief valves shall be tested for performance. TABLE-1 NDT REQUIREMENTS FOR PRESSURE RETAINING COMPONENTS OF VALVES <table><tr><th>Valve size NB in mm</th><th>ANSI Class upto 300</th><th>ANSI Class above 300 upto 600</th><th>ANSI Class above 600 upto 900</th><th>ANSI Class 900 & above & below 4500</th></tr><tr><td>Less than 50</td><td>Visual</td><td>Visual</td><td>Visual</td><td>MPI</td></tr><tr><td>50 & above but below 100</td><td>Visual</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of valves on 100% area)</td></tr><tr><td>100 & above but</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of</td><td>MPI & RT (on 100% area)</td></tr></table>	Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500	Less than 50	Visual	Visual	Visual	MPI	50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)	100 & above but	Visual	MPI	MPI & RT (on 10% of	MPI & RT (on 100% area)
Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500																	
Less than 50	Visual	Visual	Visual	MPI																	
50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)																	
100 & above but	Visual	MPI	MPI & RT (on 10% of	MPI & RT (on 100% area)																	
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	less than 300			valves on change of section & weld ends)	
	300 and above	MPI	MPI	MPI & RT (on change of sections & weld ends)	MPI, RT (on 100% area)
1.07.02	Note: (i) For body and bonnet forgings UT with MPI may be adopted in place of RT. For austenitic steel MPI may be replaced by LPI. (ii) Weld Edge Preparation shall be subjected to MPI/LPI Extraction Line Valves (a) Surface crack examination and hardness check (on test sample) shall be carried out on all hard faced/stellited surfaces, if any. (b) As a minimum requirement of castings for all valves on cold reheat and extraction lines shall be subjected to 100% MPI on all areas and RT on Butt Weld ends and change of Section. For forgings minimum requirement shall be 100% UT and 100% MPI. (c) Bar stock for valves stem shall be subjected to UT. Finish machined valve stem shall be subjected to magnetic particle examination/dye penetration test. (d) Wall thickness measurement by ultrasonic for critical and highly stressed zones of the casting/forging shall be carried out. (e) Colour matching of the valve disc and seat to ensure required contact area shall be carried out. (f) Hydraulic pressure tests shall be carried out on each valve to check body and bonnet strength. Seat leakage and back seat leakage test (wherever applicable) shall be carried out. Air seat leakage test shall also be carried out. Minimum test requirements of pressure shall be as per ANSI B 16.34. (g) Functional testing shall be carried out on each valve to check for freedom of movement, adherence to clearance, opening/ closing etc.				
	1.07.03	Butterfly valves (a) Valve disc shall be checked for surface and sub-surface defects by magnetic particle examination.			
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	(b) Stubs and driving shafts shall be tested for internal defects by ultrasonic method. (c) Dye penetration test shall be carried out on shafts, seat rings etc. (d) Test samples for rubber seal shall be subjected to tensile and hardness test for vulcanising and after ageing. Hydraulic stability test and ozone crack resistance tests also be carried out. (e) Valve shall be subjected to hydraulic pressure test for body and air seat leakage tests as per AWWA-C504/IS 13095. (f) Proof of design tests for valves and actuator shall be carried out as per AWWA-C504/IS 13095. In case the test has already been carried out on previous supplies, the contractor may submit the test certification of same for approval of Project Manager. (g) After complete assembly each valve with actuator will be subjected to performance test by opening and closing the valve from fully closed to fully open position and the reverse, under no flow for at least 25 cycles to check. (1) Smooth uninterrupted movement of valve. (2) Closing and opening time. (3) Current drawn by actuator. (4) Operation of tripping switch and position indicator. (h) After assembly, one valve of each size with respective actuator shall be shop operated over the full range of movement in both the directions, with the body subjected to the full hydrostatic pressure conditions, to demonstrate that the unit is in working order without any leakage through the joints and torque switches/clutches, limit switches are operating satisfactorily. During the test, hand wheel operation, opening/closing time and current drawn shall also be checked.
1.08.00	MISC. ITEMS / EQUIPMENTS
1.08.01	FILTERS / STRAINERS
	(a) Filters / strainers shall be tested as per the requirements of relevant codes / standards. (b) Filters / strainer shall be performance tested for pressure drop, flow, particle size. If performance test is earlier established, then records shall be reviewed.
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1.10.03	Condenser Assembly-Air Cooled (If Offered): (a) If the condenser sections calls for site assembly, care shall be taken in assembly of sections and correctness of alignment and fit up shall be checked. Site welding shall be carried out as per the procedure approved by the Project Manager. (b) All weld seams shall be subjected to DPT/MPI. At least 10% of butt welds shall be subjected to radiographic examination. (c) All welds between condenser hot box and LP turbine shall be subjected to 100% radiographic and magnetic particle examination. (d) Condenser tube bundles shall be visually examined for dents, mechanical damages or any other defects prior to insertion. Both tube ends shall be thoroughly cleaned to a length of 100mm to remove oil, grease etc. and shall be checked for freedom from burrs prior to insertion. (e) Water Fill test / Hydrostatic testing / pneumatic test as applicable for condenser hot box space, tube bundle with header and associated parts of ACC shall be carried out after connecting all the pipes along with condenser vacuum systems such that all the		
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	field welding joints are covered in the test. Any leakage detected shall be rectified immediately. (f) Performance test (including flow, pressure, noise, vibration and alignment etc.) of Fan/Compressor as applicable shall be tested at site.			
3X800 MW Telangana Project	Doc. No. BHEL_HWR_TELANGA NA_QA_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 13 of 13	

ACC Pkg for Darlipali (1X 800 MW)
Pre Bid Clarifications for PART-A of Quality requirement

Bidder name

SL. NO.	ENQUIRY SPECIFICATION				SPECIFICATION REQUIREMENT	COMMENTS / CLARIFICATIONS
	PART	Annexure name	PAGE NO.	CLAUSE NO.		
1.	A					
2.	A					
3.	A					

[illegible]

Categorization of items

[illegible]

LOGO OF THE BIDDER(NAME & ADDRESS OF THE BIDDER)

CERTIFICATE OF CONFORMANCE

(for CAT-III items)

Ref no:

Date:

End Contractor Name and Project:

Contract No: / PO no. :

Sub Contractor's Name :

Sl no	Description of item / Equipment	Specification / Size / Type / Rating	Make	NTPC drg no. / MFGR drg no.	Qty Offered	Bal Qty	BBU ref.	Identification Mark

It is hereby confirmed that above mentioned Item / Equipment was / were manufactured & tested in accordance with drawing / data sheets referred above and found acceptable.

We, M/sconfirm that the product as per details above are meeting the contract requirement.

Signature

Name of Bidder executive :

Designation:

E-mail:-

Notes:

1. Whenever a deviation is accepted by contractor, relevant details to be enclosed with the Certificate of Conformance
2. For mandatory and recommended spares, the contractor shall furnish a 100% Interchangeability Certificate

<u>LOGO OF THE BIDDER</u>	<u>(NAME & ADDRESS OF THE BIDDER)</u>
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CERTIFICATION BY BIDDER**(For items under Inspection Category – II&I)****Ref:**

1.0 It is to certify that the item(s) described at 4.0 below has / have been inspected by our Inspection Engineer/ representative as per approved QP at the manufacturer works **duly approved by us, BHEL and end customer** for project Patratu and package **ACC**.

2.0 All checks/tests (which were identified as witness check (W) for bidder in the approved QP) were duly witnessed and results compared with applicable requirements contained in relevant part of technical specification / approved drawing / approved data sheet / approved QP

It is certified that the item / items (*tick the clause "a" or "b" which is applicable*)

- ✓ a. Fully confirms the requirements without any deviation.
- b. Certain deviations observed; however, the extent and nature of deviations shall not have bearing on the item's performance, reliability and safety. The deviation along with dispositioning by the designated personnel (in NCR format) attached for your review and acceptance.

3.0 The relevant quality documents generated during witness (W) & verification (V) checks are being retained by us as per attached report will be made available for scrutiny in case of demand.

4.0 The following are the details of the items found acceptable for which dispatch clearance is sought:-

S.N	DESCRIPTION OF ITEM/EQUIPMENT	SPEC./SIZE/TYPE/ RATING	NTPC APPROVED DOC NO.	QTY. OFFERED	BALANCE QTY.	Customer APPD. BBU NO.	IDENTIFICATION NO.

Signature of Bidder executive

Date:

Name:

Designation:

	FROM: SUPPLIER : (ON WHOM NTPC PLACED LOI / ORDER) M/s: Bharat Heavy Electricals Limited, Haridwar Address: HEEP, BHEL, RANIPUR, HARIDWAR-249403 Contact Person: Indra Bhushan Kumar Ph:(O): 01334-281363 Ph(R):- Mobile: 9410395455 e-mail: ibkumar@bhel.in	INSPECTION CALL (FOR SUBMISSION BY SUPPLIER/ SUB-SUPPLIER)	TO: NTPC Contact Person: Ph:(O): Mobile: e-mail: Fax:	
PROJECT NAME: PACKAGE NAME: NTPC CONTRACT NO/ PO NO: - PROPOSED DATE OF INSPECTION: NO. OF DAYS REQUIRED: WEEKLY OFF DAY (OF MANUFACTURER).. -		SUB-SUPPLIER (If Applicable) M/s: Address: Contact Person: Ph:(O): Fax:----- Mobile: e-mail:----- MANUFACTURER (Place of Inspection) works address: Contact Person: Fax: Ph. No.: e-mail:		
SL. NO	ITEM DESCRIPTION / TESTS	QUANTITY	REFERENCE DOCUMENT	REMARKS/ UNDERTAKING
	As in BBU	Already supplied	Unit	
1				1. Material internally inspected, in line with NTPC QP and found satisfactory. 2. All Reference Documents including latest revisions of NTPC approved QP /Drawing / BBU in original are available and shall be made available during inspection. 3. All stage inspection requirements if applicable have been cleared and relevant CHP's are available. 4. (Applicable for bought out items) Inspection by Main supplier is completed and material is cleared. OR Joint inspection along with Main supplier proposed. 5. Type test Approval from NTPC Engg.: Obtained / Pending / Not available. 6. Material shall not be Despatched without Despatch Clearance from NTPC SIGNATURE & DATE:- DESC: MGR. QAX) ORGANIZATION: Mob. No.
Insp. Cat (*): Enter 0 – For Stage Inspection. 1 – For Final Physical Inspection. 2 – For Review of MTC's based on QP 3 – For Non-QP cases based on COC.				

**Following list of documents/details to be submitted as per our revised work instruction
by main contractor for acceptance of foreign country based TPIA**

Sl.No.	Description of documents
01	Organizational structure of TPIA along with details of Quality Management System.
02	Details of office locations of TPIA.
03	Financial details: 1. Annual turnover of TPIA for last 3 years which should be at least equal to estimated contract value. 2. The purchase order of successfully completed orders (along with its order value) by TPIA for last five years (Min 1 of 80% of contract value or min 2 of 60% contract value or min 3 of 40% contract value). If details w.r.t. Financial criteria are not available, Main Contractor to furnish their assessment and certification that TPIA is knowledgeable and capable to take up inspection activities proposed to be assigned.
04	Reference list of clients for whom inspection and related activities have been carried out by TPIA for last 3 years.
05	Valid ISO: 9001/ISO/IEC-17020 accreditation certificate of TPIA. The certificate issued to TPIA should be applicable to proposed inspection location/country.
06	CV & surveyors detail(as per annexure-I).

Documents related to TPIA & their surveyors (CV & surveyors detail list) must be signed by authorized signatory of TPIA as well as Main contractor.

Surveyor documents: Degree certificate, CV, NDT certificates, relevant experience of the proposed item.

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		Project/ परियोजना : DARLIPALI STPP STAGE-II 1X800 MW Package/ पैकेज : EPC-TG PACKAGE Main contractor/ मुख्य आपूर्तिकर्ता: BHEL-Haridwar ACC Pkg Sub-contractor: Contract No./ अनुबंध सं.: 9551-002-110			LIST OF ITEMS REQUIRING QUALITY PLAN AND(OR) SUB-SUPPLIER APPROVAL क़्वालिटी प्लान तथा सब -वेंडर के अनुमोदन सहित मदों की सूची SYSTEMS/प्रणाली: ACC SUB-SYSTEM/ उप-प्रणाली: ACC-Mech/Electrical/C&I		DOC. NO./ दस्तावेज सं.: DARLIPALI/VENDORLIST/ACC-MECH/ELEC/C&I REV. NO.:00 DATE/ तिथि : PAGE/ पृष्ठ :	
S. N. क्र.सं.	Item / मद	QP / Insp. Cat. क्यूपी/ निरी. श्रेणी.	Proposed sub-supplier/ आपूर्तिकर्ता	प्रस्तावित उप	Place/ स्थान	Sub-suppliers approval status / category उप आपूर्तिकर्ता के अनुमोदन की स्थिति /श्रेणी	Sub-supplier Details submission schedule/ उप आपूर्तिकर्ता के विवरण प्रस्तुतीकरण की सूची	Remarks/ टिप्पणी

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	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट
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Ref No:				Date:			
संदर्भ सं.:				तिथि:			
i.	Main Contractor मुख्य संविदाकार						
ii.	Project परियोजना						
iii.	Package Name पैकेज का नाम				Package No पैकेज सं.		
iv.	Proposed Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का प्रस्तावित मद/ दायरा						
v.	Item covered under निम्नलिखित के अंतर्गत शामिल मद		Schedule-1 /अनुसूची- 1		☐		As per contract clause No- अनुबंध के अनुसार खंड सं.--
Schedule-2 अनुसूची- -2			☐				
vi.	If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled /यदि मद अनुसूची -1 है और प्रस्तावित उप-विक्रेता स्वदेशी है, तो मुख्य संविदाकार को स्पष्ट करना होगा कि संविदा/अनुबंध के प्रावधान कैसे पूरे किए जाएंगे						
vii.	Name and Address of the proposed Sub-vendor's works /प्रस्तावित सब-वेंडर का नाम तथा पता 						
viii.	PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network पीओ नियोजन की तिथि / एल- 2 नेटवर्क के अनुसार विनिर्माण (यदि स्व-निर्मित है) की शुरुआत						
ix.	Item Description (Type/Size/Rating/Scope of Sub-Contracting) मद का विवरण (प्रकार / आकार / रेटिंग / उप-अनुबंध का दायरा)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc) इस पैकेज में परिकल्पित प्रस्तावित मद की कुल मात्रा (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि)	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc) प्रस्तावित उप-विक्रेता (संख्या / क्रियाशील मीटर / किलोग्राम / टन आदि) से खरीदी जाने वाली मात्रा	Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time / परियोजना समय सूची के अनुसार मात्रा आवश्यकताओं के लिए समय-सीमा और क्या प्रस्तावित उप-विक्रेता समय पर प्रस्तावित मांग की मात्रा की आपूर्ति करने में पूरी तरह से सक्षम है			
x.	Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to						

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT मुख्य संविदाकार प्रस्ताव सह मुल्यांकन रिपोर्ट

<i>be brought out here)</i> पिछले 3 वर्षों के लिए उप-अनुबंध के समान मद / दायरे के लिए प्रस्तावित सब-वेंडर (मुख्य संविदाकार हेतु आपूर्ति, यदि कोई हो, सहित) का आपूर्ति अनुभव (नोट: - उप-अनुबंध के प्रस्तावित मद / दायरे के संबंध में केवल प्रासंगिक अनुभव के विवरण का उल्लेख हो							
Project/Package परियोजना/पैकेज	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Model /Capacity/Size etc) आपूर्ति मद (प्रकार/रेटिंग /मॉडल /क्षमता/आकार आदि)	PO ref no/date पीओ संदर्भ सं. /तिथि	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तिथि		
<i>We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting/हम अपने आकलन के अनुसार इस बात की पुष्टि करते हैं कि, प्रस्तावित उप-विक्रेता के पास अपेक्षित क्षमता और आपूर्ति करने का अनुभव है और उप-अनुबंध के दायरे /प्रस्तावित मद की आपूर्ति के लिए उपयुक्त है।</i>							
Name: नाम:		Desig: पद:		Contact No: दूरभाष सं.:		Sign: हस्ताक्षर:	

Company's Seal/Stamp:- कंपनी का मुहर:-

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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i.	Item/Scope of Sub-contracting उप-संविदा(अनुबंध) का मद/ दायरा	
ii.	Address of the registered office पंजीकृत कार्यालय का पता 	Details of Contact Person संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है 	Details of Contact Person: संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)
iv.	Annual Production Capacity for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए वार्षिक उत्पादन क्षमता	
v.	Annual production for last 3 years for proposed item/scope of sub-contracting उप-संविदा(अनुबंध) के प्रस्तावित मद / दायरे के लिए पिछले 3 वर्षों का वार्षिक उत्पादन	
vi.	Details of proposed works प्रस्तावित कार्यों का विवरण	
1.	Year of establishment of present works वर्तमान फैक्टरी की स्थापना का वर्ष	
2.	Year of commencement of manufacturing at above works उपरोक्त फैक्टरी में निर्माण कार्य शुरू होने का वर्ष	
3.	Details of change in Works address in past (if any) पूर्व में फैक्टरी स्थल में परिवर्तन का विवरण (यदि कोई हो)	
4.	Total Area कुल क्षेत्र Covered Area शामिल क्षेत्र	
5.	Factory Registration Certificate फैक्टरी पंजीकरण प्रमाण पत्र	Details attached at Annexure – F2.1 विवरण अनुलग्नक- एफ 2.1 पर संलग्न है
6.	Design/ Research & development set-up डिजाइन / अनुसंधान और विकास सेटअप (No. of manpower, their qualification, machines & tools employed etc.) (श्रमिकों की संख्या, उनकी योग्यता, मशीन और उपलब्ध उपकरण आदि)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य संविदाकार / खरीददार के डिजाइन के अनुसार है)

	CORPORATE QUALITY ASSURANCE/ कॉर्पोरेट गुणवत्ता आश्वासन SUB-VENDOR QUESTIONNAIRE/ सब-वेंडर प्रश्नावली
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		विवरण अनुलग्नक –एफ 2.2 पर संलग्न है । (यदि लागू हो)
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc) मैनपावर विवरण के साथ समग्र संगठन का चार्ट(डिजाइन / विनिर्माण / गुणवत्ता आदि)	Details attached at Annexure – F2.3 विवरण अनुलग्नक – F2.3 में संलग्न है ।
8.	After sales service set up in India, in case of foreign sub-vendor(Location, Contact Person, Contact details etc.) भारत में बिक्री सेवा की स्थापना के बाद, विदेशी उप-विक्रेता के मामले में(स्थल , संपर्क व्यक्ति, संपर्क विवरण आदि)	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.4 विवरण अनुलग्नक -2.4 पर संलग्न है ।
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any फ्लोचार्ट सहित विनिर्माण प्रक्रिया निष्पादन योजना , जिसमें आउटसोर्स प्रक्रिया, यदि कोई हो, सहित कच्चे माल से तैयार उत्पाद तक विनिर्माण के विभिन्न चरणों को दर्शाया गया हो,	Details attached at Annexure – F2.5 विवरण अनुलग्नक - F2.5में संलग्न है ।
10.	Sources of Raw Material/Major Bought Out Item कच्चे माल के स्रोत / खरीदे हुए मुख्य मद	Details attached at Annexure – F2.6 विवरण अनुलग्नक - F2.6में संलग्न है।
11.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing कच्चे माल / खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्षण, पैकिंग करते समय गुणवत्ता नियंत्रण	Details attached at Annexure – F2.7 विवरण अनुलग्नक - F2.7 पर संलग्न है
12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा(मशीनों की सूची , विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)	Details attached at Annexure – F2.8 विवरण अनुलग्नक - F2.8में संलग्न है ।
13.	Testing facilities (List of testing equipment) परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)	Details attached at Annexure – F2.9 विवरण अनुलग्नक – F2. 9 में संलग्न है ।
14.	If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- List of qualified Welders पात्र वेल्डर की सूची List of qualified NDT personnel with area of specialization विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची	Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) लागू / लागू नहीं
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses सब-वेंडर द्वारा बाह्य स्रोतों	Applicable / Not applicable लागू / लागू नहीं

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	(उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची	<i>Details attached at Annexure. –F2.11</i> विवरण अनुलग्नक - F2.10में संलग्न है। <i>(if applicable)</i> (यदि लागू हो)			
16.	<i>Supply reference list including recent supplies</i> नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची	<i>Details attached at Annexure – F2.12</i> विवरण अनुलग्नक - F2.12 में संलग्न है। <i>(as per format given below)</i> (नीचे दिए गए प्रारूप के अनुसार)			
<i>Project/ package</i> परियोजना /पैकेज	<i>Customer Name</i> ग्राहक का नाम	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i> आपूर्ति की गई वस्तु (प्रकार / रेटिंग / मॉडल / क्षमता / आकार आदि)	<i>PO ref no/date</i> पीओ संदर्भ सं. / तिथि	<i>Supplied Quantity</i> आपूर्ति की मात्रा	<i>Date of Supply</i> आपूर्ति की तारीख
17.	<i>Product satisfactory performance feedback letter/certificates/End User Feedback</i> उत्पाद के संतोषजनक प्रदर्शन संबंधी फीडबैक पत्र / प्रमाण पत्र / अंतिम उपयोगकर्ता फीडबैक		<i>Attached at annexure - F2.13</i> अनुलग्नक F2. 3पर संलग्न है		
18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</i> प्रस्तावित उत्पाद (एक समान या उच्च रेटिंग वाले) के लिए टाइप टेस्ट रिपोर्ट (टाइप टेस्ट विवरण, रिपोर्ट संख्या, एजेंसी, जांच की तारीख) का सारांश नोट:- रिपोर्ट प्रस्तुत करने की आवश्यकता नहीं है <i>Note:- Reports need not to be submitted</i>		<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.14</i> विवरण अनुलग्नक - F2.1 4में संलग्न है <i>(if applicable)</i> (यदि लागू हो)		
19.	<i>Statutory / mandatory certification for the proposed product</i> प्रस्तावित उत्पाद के लिए वैधानिक / अनिवार्य प्रमाणीकरण		<i>Applicable / Not applicable</i> लागू / लागू नहीं <i>Details attached at Annexure – F2.15</i> (यदि लागू हो)		
20.	<i>Copy of ISO 9001 certificate</i> आईएसओ 9001 प्रमाण पत्र की प्रति <i>(if available)</i> (यदि उपलब्ध हो)		<i>Attached at Annexure – F2.16</i> अनुलग्नक में संलग्न - F2.1 6 है		
21.	<i>Product technical catalogues for proposed item (if available)</i> प्रस्तावित मद के लिए उत्पाद तकनीकी कैटलॉग (यदि उपलब्ध हो)		<i>Details attached at Annexure – F2.17</i> विवरण अनुलग्नक - F2.1 7 में संलग्न है		
<i>Name:</i> नाम: <i>Desig:</i> पद: <i>Sign:</i> हस्ता क्षर: <i>Date:</i> तिथि:					

Company's Seal/Stamp:- कंपनी की मुहर / मोहर: -

BHEL_HWR_QA_A_Annexure-14

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

1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												

TEST CERTIFICATES SHALL BE SUBMITTED BY THE VENDOR WITH CLEAR MARKING OF QP CLAUSE NUMBER AT THE TOP OF THE EACH PAGE. ALSO, TEST CERTIFICATES SHALL BE ARRANGED QP CLAUSE WISE.

MANUFACTURER/SUBC ONTRACTOR	MAIN VENDOR FOR ACC PKG	BHEL	LEGEND: M: MANUFACTURER / SUBCONTRACTOR , MV: MAIN VENDOR FOR ACC PKG B: BHEL/ BHEL NOM. INSPECTION AGENCY, N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHIP' OF CUSTOMER	FOR CUSTOMER USE	APPROVED BY

	CORPORATE QUALITY ASSURANCE NON-CONFORMITY REPORT AND DISPOSITIONING	

For NTPC Use Only			
NC No.		Date:	
Category of Non-Conformity (Refer Annexure-A, Clause-2)		A	☐
		B	☐

Part-A (To be filled by Main Contractor)			
A.1	Project Name and No		
A.2	Package	EPC	
A.3	Main Contractor	BHEL, Haridwar	
A.4	Sub-vendor		
A.5	Place of Sub-vendor		
A.6	Item Description	Identification No	
A.7	Range/Size/Type	Quality Plan No & Clause No	
		CHP No	
A.8	Stage of Non Conformity (Tick): Design(A)/Raw Material (B)/Assembly(C)/In Process(D)- Specify/Storage(E)/Handling(F)/Testing(G)/Any Other(H) Specify Specify in case of In Process/Any other-		☐
A.9	Non-Conformity Description with cause (Attach relevant Drg/Details)		
<u>Description-</u>			
<u>Cause -</u>			
A.10	Proposed Disposition with Justification-(For Correction) (Note: Attach Details including design calculation)	Dispositioning Code Refer General Note, Clause-7	☐
A.11	Steps to prevent Recurrence (For corrective Action)		
Name & Designation:		Date:	Signature (Seal)
Part-B (To be Filled by RIO)			
B.1	Final Dispositioning by inspection In-charge of RIO	Dispositioning Code Refer General Note, Clause-7	☐
B.2	Name & Designation:	Date:	Signature
Part-C (to be filled by Main Contractor)			
C.1	The above Dispositioning advice of NTPC (Part-B) is acceptable.		
Name & Designation:		Date:	Signature
Part-D (To be Filled by RIO)			
D.1	RIO In-charge for Category-A (Along-with justification for the Cat-A)/ Inspection Engineer for Category-B (interlinked with CHP on Windsor-x)	Dispositioning Code Refer General Note, Clause-7	☐
* -			

	CORPORATE QUALITY ASSURANCE NON-CONFORMITY REPORT AND DISPOSITIONING		

For NTPC Use Only			
NC No.		Date:	
Category of Non-Conformity (Refer Annexure-A, Clause-2)		A	☐
		B	☐

--	--	--	--

Name & Designation:	Date:	Signature
---------------------	-------	-----------

Part-E (To be Filled by CQA)			
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E.1	Recommendation of CQA/FQA (For Category-A) (Comments of Engineering/OS/Others as applicable ,may be taken by CQA/FQA for deciding on the Dispositioning) (CQA for corporate awarded contracts and FQA for site awarded contracts/POs)	Dispositioning Code Refer General Note, Clause-7	☐
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Dealing Engineer	Name	Sign	Date
Group Head	Name	Sign	Date
Head(QA-Concerned Group)	Name	Sign	Date
Head(QA&I)	Name	Sign	Date

GENERAL NOTES

1. Please read these notes carefully before filling up and attach separate sheet wherever required.
2. Acceptance /Rejection decision of the Item offered is based on physical inspection by NTPC (or authorized representative) and/or review of Test Reports and the outcome of such inspection/review is reflected in the CHP issued after the exercise.

	CORPORATE QUALITY ASSURANCE NON-CONFORMITY REPORT AND DISPOSITIONING		

For NTPC Use Only			
NC No.		Date:	
Category of Non-Conformity (Refer Annexure-A, Clause-2)		A	
		B	

3. In case the Sub-vendor is not satisfied with the decision or such CHP reports, provide for raising Non-Conformity Report for consideration at higher levels, the Main Contractor/Sub-vendor with the approval of Main Contractor (in case a Sub-vendor is involved), may choose to raise a Non-conformity Report (NCR) with suitable justification for acceptance/appropriate re-work for consideration by NTPC.
4. Acceptance of Dispositional Non-Conformity is without prejudice to NTPC rights under the contract to claim commercial compensation and does not absolve Main Contractor from his contractual obligations.
5. Obtaining approval of statutory authority, if any, w.r.t. above non-conformity is the responsibility of the Main contractor.
6. Dispositioning of this Non-conformity is for specific case only and not to be regarded as precedence.
7. The Non-conformity shall be dispositioned as under by NTPC and Main Contractor. (Give code at appropriate boxes).
(01) NC-Rejected, (02) NC-Conditionally Accepted (specify condition), (03) NC-Accepted as it is, (04) NC-Accepted with repair
8. NC number and categorization of Non-conformity(to be left blank) – As this shall be allotted/categorized by Regional Inspection Office and shall have Project, Package, RIO Code, followed by running Serial no of that Contract.

RECORDING OF NC DETAILS AND PROPOSAL FOR DISPOSITIONING

1. Main Contractor to clearly identify the deviated items in question (Sl No./Work Order/Heat No/Model Noetc), for ease of traceability.
2. Ascertain exact nature of Non-Conformity and supporting drawing/details with which Non-Conformity exists.
3. Identify the cause of non-conformity.
4. Decide on code of Dispositioning.
5. Ensure and certify that the product Quality. Performance, Reliability and Working Life is not affected for minor non-conformities
6. Implement agreed corrective action in a Time-Bound Program.
7. Refer Annexure-A for Detailed NCR Dispositioning Procedure for processing the Non-conformity within.

Quality Requirements: PART-B for Erection & Commissioning (E&C) Portion

Project: 1X800 MW Darlipali Project and 3X800 MW Telangana Project
Package: Air Cooled Condenser Package (ACC)

Quality requirements are as follows:

1. Ordering of Erection & Commissioning of ACC Package shall be done on NTPC approved bidder. For approval of bidder, Bidder has to submit completely filled NTPC formats (SUB-VENDOR QUESTIONNAIRE with all annexures and 'supply experience with end customer performance feedback'). During approval of vendor, if NTPC comments are received on vendor proposal, bidder to provide clear and suitable replies to customer comments within 3 days of receipt of customer comment. If replies are not received from Bidder, the proposed vendor will be foreclosed by BHEL/ NTPC after the specified time limit. Latest NTPC formats are attached.
2. Bidder to confirm and strictly follow the NTPC approval conditions (if any).
3. Indicative Field Quality Plan (FQP) is enclosed for reference only. Vendor to submit the Field Erection QP after PO placement similar to attached indicative QP comprising of checks for erection of all the supplied items required for commissioning of ACC. Additional checks and inspection with its increased quantum may be incorporated by end customer based upon detailed engineering and customer requirements. Final customer approved QP shall be followed by vendor during the Erection. In addition to Field Erection QP, vendor should submit WPS, Erection process or Manual and the commissioning check list also.
4. Vendor to endorse attached "*Special Conditions of Contract (SCC) Chapter – VIII: Inspection and Quality*"
5. Vendor to provide their clarification/deviation and offer w.r.t. quality requirements and its annexures separately for Part-A Supply Portion and Part-B Erection & Commissioning (E&C) Portion.
6. Related end Customer contract specification is attached.

Enclosures:

- Indicative Field Quality Plan (FQP)
- *Special Conditions of Contract (SCC) Chapter – VIII: Inspection and Quality*
- BHEL_HWR_DARLIPALI_QA_A_Annexure-1: End Customer contract specification
- BHEL_HWR_TELANGANA_QA_A_Annexure-1: End Customer contract specification
- BHEL_PSSR_QA_B_Annexure-2: Pre-Bid Clarifications Formats

COMPLIANCE SHEET

FQP for Air Cooled Condenser

NTPC DOCUMENT NUMBER: 4410-001-110-QVM-G-603

Location	Comment on Rev-2 from NTPC	Reply from BHEL
Sheet 18 of Statement of Checks	Referred procedure is for detection of leaks while in running. BHEL needs to specify the test procedure during and after erection.	In the page no. 11 onwards of the Referred document (4410-001-110-PVM-W-008), test procedure during and after erection have been specified.
Sheet 18 of Statement of Checks	Fan balancing quality requirement (as per ISO1940 G6.3) is to be met and demonstrated.	Unbalance in a machine is manifested by vibration in the system. The acceptable limit of vibration given in the reference document <i>i.e.</i> 4410-001-110-PVM-W-002/R-4 (Function Description for ACC), has been prepared complying the requirements of balancing quality (as per ISO 1940 G6.3) and is approved by NTPC. Therefore, checking of vibration as per reference document meets the balancing quality requirement

Certification signature by Digitally signed by Samit Kumar
<samitmadhukar@ntpc.co.in> Date: 2019.01.29 09:54:19 IST
Reason: CAT I
Location: NTPCEOC

FIELD QUALITY PLAN

for

AIR COOLED CONDENSER (MECHANICAL)



NTPC - NORTH KARANPURA (3 X 660 MW)

NTPC DOC. NO. : 4410-001-110-QVM-G-603 / R-03



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - EASTERN REGION
KOLKATA - 700091**

**DOCUMENT NO. : QPE-NKP-660-ST-60
REV No.: 03**

FIELD QUALITY PLAN

for

AIR COOLED CONDENSER (MECHANICAL)

NTPC - NORTH KARANPURA (3 X 660 MW)

NTPC DOC. NO. : 4410-001-110-QVM-G-603

PREPARED BY	 ENGR./QLY, BHEL, PSER	APPROVED BY	 HEAD / QLY, BHEL, PSER
FQP NO.	QPE-NKP-660-ST-60		
ORIGINAL DATE OF ISSUE	19/07/2018		
REVISION NO. & DATE	03, Dt. 09/01/2019		
COPY NO.			
ISSUED TO			
DATE OF ISSUE			
PURPOSE :			
ISSUED BY (SIGNATURE & DESIGNATION)	ENGR./QLY, BHEL, PSER		



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - EASTERN REGION
KOLKATA – 700091



PSER

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QP NO.: QPE-NKP-660-ST-60

REV No.: 03

DATE: 09/01/2019

PAGE: 01 OF 01

<u>S. No.</u>	<u>Description</u>	<u>No. of Pages</u>
1.0	Table of Contents	01
2.0	Documents referred in FQP	01
3.0	Authorization for checks and nonconformity disposition	01
4.0	Statement of Checks	18
5.0	Annex-I (Storage Guideline)	01
6.0	Annex-II (Erection Manual)	58
7.0	Log Sheets	02

 PSER	AUTHORISATION FOR DIFFERENT CATEGORY OF CONSTRUCTION/ ERECTION CHECKS & NONCONFORMITY DISPOSITION				 A Maharatna Company
Category of Check	Inspection Authority	Witness Authority	Accepting Authority	Surveillance By NTPC	Nonconformity Disposition Authority
'A' Customer Hold Point	BHEL Erection Engineer & QAE	NTPC FQA in association with Executing Engineer.	NTPC FQA in association with Executing Engineer.	Head (FQA) NTPC	ENGG Centre/ Head (Quality): BHEL PS-ER
'B' Customer Hold Point	BHEL Erection Engineer	NTPC Executing Engineer	NTPC Executing Engineer	FQA Engineer NTPC	ENGG Centre/ Head (Quality): BHEL PS-ER
'C'	BHEL Erection Engineer	BHEL Erection Engineer	BHEL Head of Erection	Another Engineer authorized by Head of Executing Department NTPC	ENGG Centre/ Head (Quality): BHEL PS-ER

LEGEND for TYPE OF CHECK:

R – Record Verification, V – Visual Check, P – Physical Check, M – Measurement, T – Test.

Note:

- Nonconformity Disposition authority for all categories of checks shall be as under:
Product nonconformities: BHEL Engineering Centre.
Process/System nonconformities: Head (Quality): BHEL, PS ER.
- Wherever log sheet is not called for, suitable record shall be maintained in logbook/protocol.
- In case of nonconformity, accepting authority shall ensure the disposition of the nonconformity before acceptance, and disposition shall be reflected in the log sheets/protocols.
- QAE shall witness 'A' category checks. He is also authorized to carry out surveillance in any of B & C category of checks at his discretion.
- Concerned agencies shall ensure that instruments having valid calibration are only used for measurements.
- Quantum of check shall be 100% for all characteristics unless otherwise mentioned specifically in Field Quality Plan/ reference documents.

 PSER	FIELD QUALITY PLAN FOR AIR COOLED CONDENSER	QP NO.: QPE-NKP-660-ST-60
REV No.: 03		
PAGE : 01 OF 18		
STATEMENT OF CHECKS		
Capacity / Type : 660MW		
System : CONDENSER		
Sub-system : AIR COOLED CONDENSER (Mech)		
Area : Receipt, Storage & Erection		
NOTES : - For checks where logsheets are not called for, suitable records should be maintained in the form of logsheets / protocols. - As an evidence of having carried out the work satisfactorily, a general purpose logsheet, L-00 shall be maintained for all the checks. - Abbreviations used in the column "Type of check" are : - R : Record Verification - M : Measurement - V : Visual - P : Physical Check - For erection of Electrical and C&I items of ACC. Refer to FQP No. 4410-001-110-QVE-Q-544 / R-01		

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN							PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED		ITEM : CONDENSER	QIP NO. : QPE-NKP-660-ST-60	PACKAGE:		EPC PACKAGE		PROJECT:		3X660 MW NORTH KARANPURA STPP		
		SUB-SYSTEM : AIR COOLED CONDENSER		REV. NO. : 03	PACKAGE:		EPC PACKAGE		PROJECT:		3X660 MW NORTH KARANPURA STPP	
				DATE : 09/01/2019	CONTRACT :		4410		PROJECT:		3X660 MW NORTH KARANPURA STPP	
				PAGE : 02 OF 18	MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA		PROJECT:		3X660 MW NORTH KARANPURA STPP	
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS			
1	2	3	4	5	6	7	8	9	10			
A STORAGE INSTRUCTIONS & FACILITIES												
A.01	availability of Storage/ Preservation Instructions/ Procedure for Material at site.	-	A	R	100%	Storage & Preservation Instruction (Annex-I) / Recommendation of Manufacturer/ NTPC.	SR	√				
A.02	Site Preparation for Storage e.g. Levelling. Raised platform/ availability of wooden planks/ suitable supports, preparation of Covered Shed/ Storage	-	B 2	P	100%	Storage & Preservation Instruction (Annex-I) / Recommendation of Manufacturer/ NTPC.	SR	√				
B MATERIAL RECEIPT												
B.01	Check availability of Bill of materials (BOM), packing slip, dispatch documents.		C	R	100%	-	Availability of documents	SR				
B.02	Check materials for completeness, correctness, and shortages / excesses as per Bill of Materials / Dispatch documents / Packing slip.		C	V	100%	BOM, Dispatch documents & Packing slip	Completeness of material	SR				
B.03	Ensure that nonconforming / rejected components are identified, stored separately and reported to supplier for rectification / replenishment.		B	V	100%	Storage & Preservation Instruction/ CHP/ MDCC	Storage & Preservation Instruction/ CHP/ MDCC	SR				
C STORAGE												
C.01	Material storage & preservation : Check for proper storage, shelf life, preservation etc. after receipt at site		B	V	100%	As per storage instructions Point no 1 above	SR					
C.02	Periodic Inspection of stored items for their condition & preservation		B	V	100%	As per storage instructions Point no 1 above	SR	√				
 BHARAT HEAVY ELECTRICALS LIMITED		LEGENDS : * Records identified with tick (√) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 NTPC A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03			
									Cat-I			
		SIGNATURE (MAIN CONTRACTOR)					REVIEWED BY		APPROVED BY		APPROVAL SEAL	

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN							PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER		ITEM : CONDENSER	QP NO. : QPE-NKP-660-ST-60	PROJECT:		3X660 MW NORTH KARANPURA STPP						
		SUB-SYSTEM : AIR COOLED CONDENSER	REV. NO. : 03	PACKAGE:	EPC PACKAGE							
			DATE : 09/01/2019	CONTRACT :	4410							
			PAGE : 03 OF 18	MAIN CONTRACTOR	BHEL, PS:ER, KOLKATA							
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS			
1	2	3	4	5	6	7	8	9	10			
D	ERECTION											
D.1	STRUCTURAL STEEL											
D.1.1	Understructure											
D.1.1.0	Foundations	-	B	V	100%	Visual check of foundation (Review CLIENT foundation protocol)	Conform DWG :	Site protocol				
D.1.1.1	Preassembly / installation fixation	-	B 	V	100%	Check visual preass. / installation	Conform DWG :	Site protocol				
D.1.1.2	Alignment / elevation	As required	B	M	100%	Check visual alignment / elevation (Review alignment report)	Conform DWG : Conform tolerances :	Site protocol				
D.1.1.3	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform "torque table for 10.9	Site protocol				
D.1.2	Fan deck plates											
D.1.2.1	Installation / location cutouts fixation	-	B	V	100%	Check cable / pipe / column protrusion Check fixation type / length	Conform DWG :	Site protocol				
D.1.3	Motor support structure											
D.1.3.0	Top understructure	-	B	V	100%	Visual check top understructure Review alignment report	Conform DWG :	Site protocol				
D.1.3.1	Preassembly / installation fixation	-	B 	V	100%	Check visual preass. / installation	Conform DWG :	Site protocol				
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,				 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03				
		REVIEWED BY		APPROVED BY		APPROVAL SEAL						

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN						PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER		ITEM : CONDENSER		QP NO. : QPE-NKP-660-ST-60		PROJECT:		3X660 MW NORTH KARANPURA STPP			
				REV. NO. : 03		PACKAGE:		EPC PACKAGE			
				DATE : 09/01/2019		CONTRACT :		4410			
				PAGE : 04 OF 18		MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA			
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS		
1		3	4	5	6	7	8	9	10		
D.1.3.2	Alignment / elevation	As required	B	M	100%	Check visual alignment /elevation Review alignment report	Conform DWG : Conform tolerances :	Site protocol			
D.1.3.3	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform "torque table for 10.9 bolts"	Site protocol			
D.1.3.4	Grating & clips / toe plate handrailings	-	B	V	100%	Check fixation (type) and cutouts	Conform to Drawing	Site protocol			
D.1.4	" A " - frames / C-channels & temporary bundle supports / sliding & fixed supports (for steam distribution manifolds) / partition windwall sheeting										
D.1.4.0	Top understructure	-	B	V	100%	Visual check top understructure Review alignment report	Conform DWG :	Site protocol			
D.1.4.1	Preassembly / installation fixation	-	B	V	100%	Check visual preass. / installation Check bolt type/protrusion length	Conform DWG :	Site protocol			
D.1.4.2	Alignment / elevation A- frames, C-channels & temporary tube bundle supports and sliding & fixed supports)	As required	B	M	100%	Check visual alignment / elevation Review alignment report	Conform DWG : Conform tolerances :	Site protocol			
D.1.4.3	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform " torque table for 10.9 bolts "	Site protocol			
D.1.4.4	Doors for hoist device Removable parts	-	C	V	100%	Check correct opening (direction) Check removal of parts possible	Conform DWG :	Site protocol			
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (v) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,				 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03			
		FOR NTPC USE		REVIEWED BY		APPROVED BY		APPROVAL SEAL			

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN						PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER		ITEM : CONDENSER		QIP NO. : QPE-NKP-660-ST-60		PROJECT:		3X660 MW NORTH KARANPURA STPP			
				REV. NO. : 03		PACKAGE:		EPC PACKAGE			
				DATE : 09/01/2019		CONTRACT :		4410			
				PAGE : 05 OF 18		MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA			
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS		REMARKS	
1	2	3	4	5	6	7	8	9	D*	10	
D.1.4.5	Sheeting install. / location fixation	-	B	V	100%	Check cable / pipe protrusion Check fixation type / length	Conform DWG :	Site protocol			
D.1.5	Windwall structure & sheeting										
D.1.5.0	Top understructure	-	B	V	100%	Visual check foundation Review alignment report	Conform DWG :	Site protocol			
D.1.5.1	Preassembly / installation fixation	-	B	V	100%	Check visual preass. / installation Check bolt type/protrusion length	Conform DWG :	Site protocol			
D.1.5.2	Alignment / elevation	As required	B	M	100%	Check visual alignment / elevation Review alignment report	Conform DWG : Conform tolerances :	Site protocol			
D.1.5.3	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform " torque table for bolts "	Site protocol			
D.1.5.4	Doors	-	B	V	100%	Check correct opening (direction)	Conform DWG :	Site protocol			
D.1.5.5	Sheeting install. / location fixation	-	B	V	100%	Check cable / pipe protrusion. Check fixation type/ length	Conform DWG :	Site protocol			
D.1.6	Air seal plates										
D.1.6.1	Installation / location cutouts fixation	-	B	V	100%	Check visual installation	Conform DWG :	Site protocol			
D.1.7	Hoisting beam										
D.1.7.1	Installation fixation	-	B	V	100%	Check visual installation	Conform DWG :	Site protocol			
D.1.7.2	Final bolting-up / torqueing	torque wrench	B	P	100%	Check with standard wrench	Bolt torque conform " torque table for bolts "	Site protocol			
		LEGENDS : * Records identified with tick (v) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,				 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03			
		FOR NTPC USE		REVIEWED BY APPROVED BY		APPROVAL SEAL					
SIGNATURE (MAIN CONTRACTOR)											

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN					PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER		ITEM : CONDENSER	QIP NO. : QPE-NKP-660-ST-60	PROJECT:		3X660 MW NORTH KARANPURA STPP				
		SUB-SYSTEM : AIR COOLED CONDENSER	REV. NO. : 03	PACKAGE:	EPC PACKAGE					
			DATE : 09/01/2019	CONTRACT :	4410					
			PAGE : 06 OF 18	MAIN CONTRACTOR	BHEL, PS:ER, KOLKATA					
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS	
1	Load test	3	4	5	6	7	8	9	10	
D.1.7.3	Load test	-	A	V	100%	Load test acc. procedure :	Conform procedure :	Site protocol		
D.1.8	Air inlet bells + rings									
D.1.8.1	Preassembly segments fixation	-	B	V	100%	Check visual roundness / dia. Check bolt type / protrusion length	Conform DWG :	Site protocol		
D.1.8.2	Installation air inlet bells fixation	-	B	V	100%	Check visual installation	Conform DWG :	Site protocol		
D.1.8.3	Alignment	As required	B	M	100%	Check visual alignment / diameter Review VENDOR alignment report	Conform DWG : Conform tolerances : Fan supplier installation manual	Site protocol		
D.1.8.4	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform "torque table for 8.8 bolts "	Site protocol		
D.2	STAIRS & LADDERS / WALKWAYS AND PLATFORMS / HANDRAILS									
D.2.1	Stairs & ladders									
D.2.1.0	Foundations	-	B	V	100%	Visual check foundation Review client foundation protocol	Conform DWG :	Site protocol		
D.2.1.1	Installation / elevation / Alignment fixation	As required	B	M	100%	Check visual installation / elevation Verticality of the columns is checked with the instrument Check bolt type/protrusion length	Conform DWG :	Site protocol		
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03	
		FOR NTPC USE		REVIEWED BY	APPROVED BY	APPROVAL SEAL				

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN						PROJECT:	3X660 MW NORTH KARANPURA STPP		
 BHARAT HEAVY ELECTRICALS LIMITED	CONDENSER	ITEM :	CONDENSER				QP NO. : QPE-NKP-660-ST-60	PROJECT:	3X660 MW NORTH KARANPURA STPP		
		SUB-SYSTEM : AIR COOLED CONDENSER	REV. NO. : 03				REV. NO. : 03	PACKAGE:	EPC PACKAGE		
			DATE : 09/01/2019				DATE : 09/01/2019	CONTRACT :	4410		
			PAGE : 07 OF 18				PAGE : 07 OF 18	MAIN CONTRACTOR	BHEL, PS:ER, KOLKATA		
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS		REMARKS	
1		3	4	5	6	7	8	9	10		
D.2.1.2	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform " torque table for 10.9 bolts "	Site protocol			
D.2.1.3	Grating & clips toeplate handrailings	-	B	V	100%	Check fixation (type) and cutouts Check fixation / check for sharp edges	Conform DWG : No openings between toe plate / grating	Site protocol			
D.2.2	Walkways & platforms										
D.2.2.0	Respective supporting structure	-	B	V		Visual check supporting structure	Conform DWG :				
D.2.2.1	Installation / elevation fixation	-	B	V	100%	Check visual installation / elevation Check bolt type/protrution length	Conform DWG :	Site protocol			
D.2.2.2	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform " torque table for bolts "	Site protocol			
D.2.2.3	Grating & clips toeplate handrailings	-	B	V	100%	Check fixation (type) and cutouts Check fixation / check for sharp edges	Conform DWG : No openings between toe plate / grating	Site protocol			
D.3	AIRCOOLED CONDENSER EQUIPMENT										
D.3.1	Bundles										
D.3.1.0	Foundations	-	B	V	100%	Visual check foundation Check alignment report	Conform DWG :	Site protocol			
D.3.1.1	Installation	-	B	V	100%	Check visual installation	Conform DWG :	Site protocol			
SIGNATURE (MAIN CONTRACTOR)		 LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,						 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03	
										REVIEWED BY	APPROVED BY
								FOR NTPC USE			

SUPPLIERS NAME AND ADDRESS			FIELD QUALITY PLAN						PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED			ITEM : CONDENSER		QP NO. : QPE-NKP-660-ST-60		PROJECT:		PACKAGE:		EPC PACKAGE	
			SUB-SYSTEM : AIR COOLED CONDENSER		REV. NO. : 03		CONTRACT :		MAIN CONTRACTOR		4410	
					DATE : 09/01/2019							
					PAGE : 08 OF 18							
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS		REMARKS		
1	2	3	4	5	6	7	8	9	D*	10		
D.3.1.2	Alignment / elevation	water level/ plumb bob	B	M	100%	Check visual alignment / elevation Check alignment report	Conform DWG : Conform tolerances :	Site protocol				
D.3.1.3	Qualified WPS	-	A	V	100%	ASME IX	ASME IX	Site protocol			BHEL-HWR approved WPS shall be used.	
D.3.1.4	Welding	-	B	V	100%	According to WPS, applicable codes	Confirm to WPS, applicable codes	Site protocol				
D.3.1.5	NDE procedures / NDE PERSONNEL	-	A	T	100%	according to ASME section V	Conform to code(s): ASME section VIII WPS	Site protocol				
D.3.1.6	Visual inspection welding	-	B	V	100%	100% inspection of weldings according to ASME V, equivalent BS / EN	ASME VIII, equivalent BS / EN	Site protocol				
D.3.1.7	Dye penetrant test	-	B	T	100%	100% on weldings according to ASME V, equivalent BS / ENBS / EN	ASME VIII, Div. 1, app. 8, equivalent BS / EN	Site protocol				
D.3.1.8	RT for Longitudinal, circumferential of pressure parts	-	A	T	10% on weldings	according to ASME V	ASME VIII, Div. 1, app. 8	RT Report				
D.3.1.9	Jacking screws	-	B	V	100%	Check jacking screws are removed after all welding	Conform DWG :	Site protocol				
 SIGNATURE (MAIN CONTRACTOR)			LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,						 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03	
									REVIEWED BY	APPROVED BY	APPROVAL SEAL	
			FOR NTPC USE									

SUPPLIERS NAME AND ADDRESS			FIELD QUALITY PLAN					PROJECT:		3X660 MW NORTH KARANPURA STPP		
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER			ITEM : CONDENSER		QP NO. : QPE-NKP-660-ST-60			PACKAGE:		EPC PACKAGE		
			SUB-SYSTEM : AIR COOLED CONDENSER			REV. NO. : 03		CONTRACT :		4410		
						DATE : 09/01/2019		MAIN		BHEL, PS:ER, KOLKATA		
						PAGE : 09 OF 18		CONTRACTOR				
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS		REMARKS		
1	2	3	4	5	6	7	8	9	D*	10		
D.3.2	Gearboxes / motors / fans											
D.3.2.1	Preassembly motor - gearbox coupling motor - gearbox	-	B	V	100%	Check visual preassembly Check correct installation coupling	Conform DWG : Conform gearbox supplier installation manual	Site protocol				
D.3.2.2	Installation motor, gearbox & Alignment of motor to Gear box	slip gauge/ feeler gauge, spirit level	B 	V & M	100%	Check visual installation Check bolt type/protrusion length	Conform DWG Conform gearbox supplier installation manual:	Site protocol				
D.3.2.3	First oil fill gearbox	-	B	V	100%	Check oil type / level	Conform gearbox supplier installation manual tagplate data	Site protocol				
D.3.2.4	Installation hub plate / retaining plate fixation	-	B	V	100%	Check horizontality Check presence Check bolt type/protrusion length	Conform DWG : Conform fan supplier installation manual	Site protocol				
D.3.2.5	Installation fan blades Blade angle fixation	-	B	V	100%	Check visual installation Check blade angle setting / review VENDOR measuring report Check bolt type/protrusion length	Conform DWG : Conform fan supplier installation manual / DSH 3210	Site protocol				
D.3.2.6	clearance	slip gauge/ feeler gauge	B	M	100%	Check tip clearance	Conform fan supplier installation manual	Site protocol		Blade Track Variation & Tip Clearance shall be checked in assembled condition		
 SIGNATURE (MAIN CONTRACTOR)			LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharashtra Company		DOC. NO. 4410-001-110-QVM-G-603, R-03		
										REVIEWED BY	APPROVED BY	APPROVAL SEAL

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN							PROJECT:		3X660 MW NORTH KARANPURA STPP			
 BHARAT HEAVY ELECTRICALS LIMITED		ITEM : CONDENSER		QP NO.: QPE-NKP-660-ST-60					PACKAGE:		EPC PACKAGE			
		SUB-SYSTEM : AIR COOLED CONDENSER		REV. NO.: 03		REFERENCE DOCUMENTS					CONTRACT :		4410	
				DATE : 09/01/2019							MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA	
				PAGE : 10 OF 18										
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	7		8	9	D*	REMARKS			
1											10			
D.3.2.7	Final bolting-up / torqueing gearbox	torque wrench	B	P	100%	Random check with standard wrench		Bolt torque conform " torque table for bolts "	Site protocol					
D.3.2.8	Final bolting-up / torqueing retaining plate hub plate fixation fan blade fixation	torque wrench	B	P	100%	Random check with standard wrench		Bolt torque conform fan supplier installation manual	Site protocol					
D.3.3	Vacuum equipments													
D.3.3.0	Foundations	-	B	V	100%	Visual check foundation Review client foundation protocol		Conform DWG :						
D.3.3.1	Installation fixation	-	B	V	100%	Check visual installation Check bolt type/protrusion length		Conform DWG :	Site protocol					
D.3.3.2	Alignment / elevation	feeler gauge, dial gauge	B	M	100%	Check visual installation / elevation Review VENDOR alignment report		Conform DWG : Conform pump supplier installation manual	Site protocol					
D.3.3.3	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench		Bolt torque conform " torque table for .. bolts "	Site protocol					
D.3.3.4	First oil fill pump (not applicable)	-		V	100%	Check oil type / level		Conform pump supplier installation manual	Site protocol					
D.4	Air cooled condenser ducting													
D.4.1	Turbine exhaust steam duct / Risers & expansion bellows													
D.4.1.0	Ensure safe access	-		R	100%	Site Safety Manual		Conform good engineering practice / site safety Manual	Site protocol					
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03					
									REVIEWED BY	APPROVED BY	APPROVAL SEAL			
		FOR NTPC USE												

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN						PROJECT:	3X660 MW NORTH KARANPURA STPP		
 BHARAT HEAVY ELECTRICALS LIMITED		ITEM : CONDENSER	SUB-SYSTEM : AIR COOLED CONDENSER		QIP NO. : QPE-NKP-660-ST-60	PACKAGE:		EPC PACKAGE			
				REV. NO. : 03	CONTRACT :		4410				
				DATE : 09/01/2019	MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA				
				PAGE : 11 OF 18	ACCEPTANCE NORMS		FORMAT OF RECORDS		REMARKS		
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	8	9	10		
1		3	4	5	6	7		D*	10		
D.4.1.1	Foundations (turbine exhaust steam duct)	-	B	V	100%	Visual check foundation Review CLIENT foundation protocol	Conform DWG :	Site protocol			
D.4.1.2	Installation / positioning (exhaust duct pieces)	-	B	V	100%	Check visual installation / positioning	Conform DWG :	Site protocol			
D.4.1.3	Installation / positioning(elbow pieces)	-	B	V	100%	Check visual installation / positioning	Conform DWG :	Site protocol			
D.4.1.4	Alignment / elevation (steam exhaust duct connection for vertical duct part)	water level/ plumb bob	B	M	100%	Check visual alignment / elevation Check alignment report	Conform DWG : Conform tolerances :	Site protocol			
D.4.1.5	Alignment / elevation (steam exhaust duct connection for risers)	plumb bob	B	M	100%	Check visual installation / elevation Check alignment report	Conform DWG : Conform tolerances :	Site protocol			
D.4.1.6	Final bolting-up / torqueing (fixed / sliding supports)	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform "torque table for .. bolts "	Site protocol			
D.4.1.7	Qualified WPS	-	A	V	100%	ASME IX	ASME IX	Site protocol	BHEL-HWR approved WPS shall be used.		
D.4.1.8	Welding (exhaust duct pieces)	-	B	V	100%	According to WPS, applicable codes	Confirm to WPS, applicable codes	Site protocol	Welder Qualification by FQA		
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03		
							FOR NTPC USE		REVIEWED BY	APPROVED BY	APPROVAL SEAL

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN					PROJECT:	3X660 MW NORTH KARANPURA STPP				
 BHARAT HEAVY ELECTRICALS LIMITED	ACTIVITY	ITEM : CONDENSER	QP NO. : QPE-NKP-660-ST-60	REV. NO. : 03			PACKAGE:	EPC PACKAGE				
		SUB-SYSTEM : AIR COOLED CONDENSER	DATE : 09/01/2019	PAGE : 12 OF 18			CONTRACT :	4410				
						MAIN CONTRACTOR			BHEL, PS:ER, KOLKATA			
			CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS		REMARKS	
1	2	3	4	5	6	7	8	9	D*	10		
D.4.1.9	Welding (elbow pieces)	-	B	V	100%	According to WPS, applicable codes	Confirm to WPS, applicable codes	Site protocol				
D.4.1.10	Preassembly (vertical part exhaust duct-expansion bellow)	-	B	V	100%	Check visual preassembly Check orientation / flow direction	Conform DWG : Conform expansion bellows vendor installation manual	Site protocol				
D.4.1.10A	Fit-up check between exhaust duct - expansion bellow	-	B	V	100%	Check visual preassembly	Conform DWG	Site protocol				
D.4.1.11	Alignment to turbine / elevation	-	B	V	100%	Check visual installation / elevation Check VENDOR alignment report turbine supplier spec.	Conform DWG : Conform tolerance : /turbine vendor spec.	Site protocol				
D.4.1.12	Welding (vertical part - expansion bellows)	-	B	V	100%	According to WPS, applicable codes	Confirm to WPS, applicable codes	Site protocol				
D.4.1.13	Final bolting-up / torqueing (turbine exhaust flange)	torque wrench	B	P	100%	Random check with standard wrench	Conform turbine vendor requirements	Site protocol				
D.4.1.14	Preassembly (risers - expansion bellows)	-	B	V	100%	Check visual preassembly Check orientation / flow direction	Conform DWG : Conform expansion bellows vendor installation manual	Site protocol				
D.4.1.15	Welding (risers -expansion bellows)	-	B	V	100%	According to WPS, applicable codes	Confirm to WPS, applicable codes	Site protocol				
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharashtra Company FOR NTPC USE			DOC. NO. 4410-001-110-QVM-G-603, R-03		
							REVIEWED BY	APPROVED BY	APPROVAL SEAL			

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN					PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED	ACTIVITY	ITEM : CONDENSER	QP NO. : QPE-NKP-660-ST-60	PROJECT:			PACKAGE:		EPC PACKAGE	
		SUB-SYSTEM : AIR COOLED CONDENSER	REV. NO. : 03	CONTRACTOR			CONTRACT :		4410	
			DATE : 09/01/2019	MAIN CONTRACTOR					BHEL, PS:ER, KOLKATA	
			PAGE : 13 OF 18	ACCEPTANCE NORMS			FORMAT OF RECORDS		REMARKS	
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	8	9	10	
1									D*	
D.4.1.16	Preamssembly (elbows - expansion bellows)	-	B	V	100%	Check visual preassembly Check orientation / flow direction	Conform DWG : Conform expansion bellows vendor installation manual	Site protocol		
D.4.1.17	Welding (elbows - expansion bellows)	-	B	V	100%	According to WPS, applicable codes	Conform to WPS, applicable codes	Site protocol		
D.4.1.18	Installation (risers)	-	B	V	100%	Check visual preass. / installation Check alignment report	Conform DWG : Conform tolerances :	Site protocol		
D.4.1.19	Welding (risers - steam exhaust duct)	-	B	V	100%	According to WPS, applicable codes	Conform to WPS, applicable codes	Site protocol		
D.4.1.20	Welding (risers - steam dist.manifold)	-	B	V	100%	According to WPS, applicable codes	Conform to WPS, applicable codes	Site protocol		
D.4.1.21	Shipment bracing of bellows	-	B	V	100%	Check shipment bracings removed	Conform expansion bellows vendor installation manual	Site protocol		
D.4.1.22	NDE procedures / NDE PERSONNEL	-	A	T	100%	according to ASME section V	Conform to code(s): ASME section VIII WPS	Site protocol		
D.4.1.23	Visual inspection welding	-	B	V	100%	100% inspection of weldings according to ASME V	ASME VIII,	Site protocol		
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE. Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report.					DOC. NO. 4410-001-110-QVM-G-603, R-03			
		 A Maharatna Company					FOR NTPC USE		APPROVED BY	
							REVIEWED BY		APPROVAL SEAL	

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN							PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER		ITEM : CONDENSER	QP NO. : QPE-NKP-660-ST-60	PROJECT:		3X660 MW NORTH KARANPURA STPP						
		SUB-SYSTEM : AIR COOLED CONDENSER	REV. NO. : 03	PACKAGE:	EPC PACKAGE							
			DATE : 09/01/2019	CONTRACT :	4410							
			PAGE : 14 OF 18	MAIN CONTRACTOR	BHEL, PS:ER, KOLKATA							
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS			
1								9	10			
D.4.1.24	Dye penetrant test of bellow welds as-well-as ducting	-	2 A	T	100%	100% on weldings according to ASME V, equivalent BS / ENBS / EN	ASME VIII, Div. 1, app. 8, equivalent BS / EN	Site protocol				
D.4.1.25	RT for Longitudinal circumferential of pressure parts	-	2 A	T		10% on weldings according to ASME V	ASME VIII, Div. 1, app. 8					
D.4.1.26	UT for high stressed welds (Nozzle connections)	-	2 A	T	100%	100% on weldings according to ASME V	ASME VIII, Div. 1, app. 8,	Site protocol				
D.4.1.27	Cleanliness, Closure of manholes	-	B	V	100%	Check inside cleanliness, Random check with standard wrench	Bolt torque conform "torque table for .. bolts "	Site protocol				
D.4.2	Steam distribution manifold / expansion bellows											
D.4.2.0	Ensure safe access	-		R	100%	Site Safety Manual	Conform good engineering practice / site safety Manual	Site protocol				
D.4.2.1	Top " A frames / supports	-	B	V	100%	Visual check foundation Check fixed / sliding supports Review VENDOR alignment report	Conform DWG : Conform tolerances :	Site protocol				
		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					DOC. NO. 4410-001-110-QVM-G-603, R-03					
		 A Maharatna Company			FOR NTPC USE							
SIGNATURE (MAIN CONTRACTOR)							REVIEWED BY	APPROVED BY	APPROVAL SEAL			

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN							PROJECT:	3X660 MW NORTH KARANPURA STPP
 BHARAT HEAVY ELECTRICALS LIMITED	ACTIVITY	ITEM : CONDENSER	QIP NO. : QPE-NKP-660-ST-60	REV. NO. : 03					PACKAGE:	EPC PACKAGE
		SUB-SYSTEM : AIR COOLED CONDENSER	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	CONTRACTOR ACCEPTANCE NORMS	CONTRACT:	4410
									MAIN CONTRACTOR	
									BHEL, PS:ER, KOLKATA	
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	CONTRACTOR ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS	
1	2	3	4	5	6	7	8	9	D*	10
D.4.2.2	Rupture discs	-	B	V	100%	Check rupture disc installation	Conform vendor installation manual and DWG :	Site protocol		
D.4.2.5	Rupture disc access platform	-	B	V	100%	Check installation see also 2.2	Conform DWG :	Site protocol		
D.4.2.6	Installation manifold	-	B	V	100%	Check visual installation	Conform DWG :	Site protocol		
D.4.2.7	Alignment / elevation (manifolds - connection risers) + Tackwelding	water level, plumb bob	B	M	100%	Check visual installation / elevation Review VENDOR alignment report See QCP 545 - 1	Conform DWG : Conform tolerances :	Site protocol		
D.4.2.8	Fixed / sliding saddle	-	B	V	100%	Check position / assembly	Conform DWG :	Site protocol		
D.4.2.9	Final bolting-up / torqueing (fixed / sliding support)	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform " torque table for .. Bolts "	Site protocol		
D.4.2.10	Qualified WPS	-	A	V	100%	ASME IX	ASME IX	Site protocol		BHEL-HWR approved WPS shall be used.
D.4.2.11	Welding (manifold pieces)	-	B	V	100%	According WPS :	Conform WPS :	Site protocol		
D.4.2.12	Welding (manifold - bundles)	-	B	V	100%	See QCP 545 - 1	Conform DWG :	Site protocol		
D.4.2.13	Visual inspection welding	-	B	V	100%	100% inspection of weldings ASME V	ASME VIII	Site protocol		
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharatna Company FOR NTPC USE			
		DOC. NO. 4410-001-110-QVM-G-603, R-03						REVIEWED BY	APPROVED BY	APPROVAL SEAL

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN					PROJECT:	3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED	CONDENSER	ITEM :	CONDENSER	QP NO. :	QPE-NKP-660-ST-60	REV. NO. :	03	PACKAGE:	EPC PACKAGE
		SUB-SYSTEM : AIR COOLED CONDENSER		DATE :	09/01/2019	CONTRACT :		4410	
				PAGE :	16 OF 18	MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA	
		CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS
1	2	3	4	5	6	7	8	9	10
D.4.2.14	Dye penetrant test	-	B	T	100%	20% on weldings ASME V, equivalent BS / EN	ASME VIII, Div. 1, app. 8, equivalent BS / EN	Site protocol	
D.4.2.15	Cleanliness /Closure of manholes	-	B	V	100%	Check inside cleanliness Random check with standard wrench	Bolt torque conform " torque table for 8.8 bolts "	Site protocol	
D.5	INTERCONNECTING PIPING / VALVES & APPENDAGES / INSTRUMENTATION								
D.5.1	Interconnecting piping								
D.5.1.1	Installation pipe supports /fixation	-	B	V	100%	Check visual installation Check bolt type/ protrusion length	Conform DWG :	Site protocol	
D.5.1.2	Final bolting-up / torqueing	torque wrench	B	P	100%	Random check with standard wrench	Bolt torque conform " bolt torque table for 8.8 bolts	Site protocol	
D.5.1.3	WPQR / WQ	-	2 A	V	100%	GNO 4020	Conform GNO 4020	Site protocol	Welder test by FQA
D.5.1.4	WPS	-	2 A	V	100%	According vendor standard / GNO 435	WPS certified by WPQR	Site protocol	BHEL-HWR approved WPS shall be used.
D.5.1.5	Alignment / elevation (interconnecting piping) + Tackwelding.	-	B	V	100%	Check visual alignment / elevation	Conform ISOMETRICS :	Site protocol	
D.5.1.6	Welding (interconnecting piping)	-	B	V	100%	MWPS According WPS :	Conform WPS :	Site protocol	
D.5.1.7	Visual inspection welding	-	B	V	100%	100% inspection of weldings ASME V	Acceptance criteria of the appropriate standard ASME VIII	Site protocol	
		LEGENDS :					DOC. NO. 4410-001-110-QVM-G-603, R-03		
		* Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharatna Company		
SIGNATURE (MAIN CONTRACTOR)							REVIEWED BY	APPROVED BY	APPROVAL SEAL

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN						PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER		ITEM : CONDENSER		Q/P NO. : QPE-NKP-660-ST-60		PROJECT:		3X660 MW NORTH KARANPURA STPP			
				REV. NO. : 03		PACKAGE:		EPC PACKAGE			
				DATE : 09/01/2019		CONTRACT :		4410			
				PAGE : 17 OF 18		MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA			
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS		
1		3	4	5	6	7	8	9	10		
D.5.1.8	Dye penetrant test	-	B	T	100%	20% on weldings ASME V, equivalent BS / EN	ASME VIII, Div. 1, app. 8, equivalent BS / EN	Site protocol	Surveyance by FQA 		
D.5.1.9	Hydrostatic pressure test of pipework	-	 B	T	100%	Test pressure = 1.5 x Ipiping design p. Acc. Procedure :	No leakage AM	Site protocol			
D.5.2	Valves										
D.5.2.1	Installation valves steam duct syst. Installation valves vacuum syst. Installation valves condensate syst. Installation valves cleaning syst.fixation	-	B	V	100%	Check visual installation Check flow direction / tagnt. Check bolt type/ protrution length	Conform P&ID: and DWG : Conform installation manual (if appl.) / valve list	Site protocol			
D.5.3	Instrumentation										
D.5.3.1	Installation instr. steam duct syst. Installation instr. vacuum syst. Installation instr. cleaning syst. Installation instr. condensate tank	-	B	V	100%	Check visual installation Check flow direction / tagnt.	Conform P&ID: and instrument list Conform P&ID: and instrument list Conform vendor installation manual (if appl.)				
D.5.3.2	Span / range	-			100%	Check span / range	Conform instrument DSH :	Site protocol			
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (✓) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,				 A Maharatna Company		DOC. NO. 4410-001-110-QVM-G-603, R-03			
		REVIEWED BY		APPROVED BY		APPROVAL SEAL					

SUPPLIERS NAME AND ADDRESS		FIELD QUALITY PLAN						PROJECT:		3X660 MW NORTH KARANPURA STPP	
 BHARAT HEAVY ELECTRICALS LIMITED SUB-SYSTEM : AIR COOLED CONDENSER		ITEM : CONDENSER		QP NO. : QPE-NKP-660-ST-60		PROJECT:		3X660 MW NORTH KARANPURA STPP			
		SUB-SYSTEM : AIR COOLED CONDENSER		REV. NO. : 03		PACKAGE:		EPC PACKAGE			
				DATE : 09/01/2019		CONTRACT :		4410			
		PAGE : 18 OF 18				MAIN CONTRACTOR		BHEL, PS:ER, KOLKATA			
SL. NO	ACTIVITY	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	REMARKS		
1	2	3	4	5	6	7	8	9	10		
D.6	AIR COOLED CONDENSER TESTING										
D.6.1	Pressure test										
D.6.1.1	Preparation	-	2 B	V	100%	Check installation of blank plate(s) Check valves position	Conform to pressure test procedure : (4410-001-110-PVM- W-008)				
D.6.1.2	Pressure test	-	2 B	T	100%	Test pressure : 0.3 bar g	Conform to pressure test procedure : (4410-001-110-PVM- W-008)	Site protocol	Surveyance by FQA 2		
D.6.1.3	Preparation (removal of temprary arrangements)	-	B	V	100%	Check removal blank plate(s)	Conform to pressure test procedure :	Site protocol			
D.7	GENERAL										
D.7.1	Check identification										
D.7.1.1	All systems in ACC scope	-	C	V	100%	Check visual tagplate data	Conform P&ID :	Site protocol			
D.7.2	Check cleanliness										
D.7.1.1	All systems / structures ACC ACC scope	-	C	V	100%	Check cleanliness	Appearance and good workmanship	Site protocol			
D.8	VERIFICATION OF FAN BALANCING QUALITY REQUIREMENT										
2 D.8.1	Measurement of vibration	Online Vibration Transmitter with fan	A	M	100%	Function Description for ACC (4410-001- 110-PVM-W-002/R)	Conform to requirements of 4410-001-110- PVM-W-002	Site protocol	√ In case of deviation, corrective actions including balancing of machine shall be done at site by OEM		
 SIGNATURE (MAIN CONTRACTOR)		LEGENDS : * Records identified with tick (√) shall be essentially included by supplier in QA documentation # Class A : Critical, Class B : Major, Class C : Minor Class A checks shall be witnessed by NTPC FQE, Class B checks shall be witnessed by NTPC Execution Engineer, Class C checks shall be witnessed by BHEL Site engineer SR - Site Register, TR- Test Report, IR - Inspection Report,					 A Maharatna Company FOR NTPC USE			DOC. NO. 4410-001-110-QVM-G-603, R-03	
					 Cat-I			APPROVED BY	REVIEWED BY	APPROVAL SEAL	

SPECIAL CONDITIONS OF CONTRACT (SCC)
Chapter – VIII: Inspection and Quality

8.0	INSPECTION AND QUALITY
8.1	Inspection, Quality Assurance, Quality Control
8.1.1	Preparation of quality assurance log sheets and protocols with customer/ consultants/statutory authority, welding logs, NDE records, testing & calibration records and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work/specification. These records shall be submitted to BHEL/customer for approval from time to time.
8.1.2	The protocols between contractor and customer/ BHEL shall be made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer/ BHEL. This is necessary to ensure elimination of errors or keeping them within tolerable limits and to avoid accumulation and multiplication of errors.
8.1.3	A daily log book should be maintained by every supervisor/engineer of contractor on the job in duplicate (one for BHEL and one for contractor) for detailing and incorporating alignment/clearance / centering / leveling readings and inspection details of various equipments etc. High pressure welding details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions. Record of radiography containing details like serial number of weld joints, date of radiography, repairs, if any, re-shots etc shall also be maintained as per BHEL Engineer's instructions. Record of heat treatments performed shall be maintained as prescribed by BHEL
8.1.4	The performance of welders will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be periodically furnished for scrutiny of BHEL's Engineer. Corrective action as informed by BHEL shall be taken in respect of those welders not conforming to these standards. This may include removal/ discontinuance of concerned welder(s). Contractor shall arrange for the alternate welders immediately
8.1.5	All the welders shall carry identity cards as per the proforma prescribed by BHEL/ Customer/ Consultant. Only welders duly authorized by BHEL/ customer/ consultant shall be engaged on the work.

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8.1.6	Contractor shall provide all the Measuring Monitoring Equipments (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and accuracy specified by BHEL Engineer and should have necessary calibration and other certificates as per the requirement of BHEL Engineer. Decision of BHEL Engineer regarding acceptance or otherwise of the measuring instruments/gauges/tools for the work under this specification, is final and binding on the contractor. BHEL may give an indicative list of MMEs required for this work and to be made available by the contractor. The list will be reviewed by BHEL and the contractor shall meet any augmentation needed wherever required.
8.1.7	It is the responsibility of the contractor to prove the accuracy of the testing/measuring/calibrating equipments brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.
8.1.8	Any re-laying or re-termination of cables/re-erection of instruments/ recalibration of instruments etc. required due to contractor's mistake or design requirement and found at any stage inspection, shall be carried out by the contractor at no extra cost.
8.1.9	BHEL, Power Sector Regions (PSNR/PSER/PSWR/PSSR) have already been accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements. One particular aspect which needs special mention is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipments). The MMEs shall have test / calibration certificates from authorised / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall ie repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.1.10	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions,

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	including resource augmentation if any, as specified by BHEL to make-up for the loss of time.
8.1.11	In the courses of erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter/ finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter/final measurements.
8.1.12	Total Quality is the watchword of the work and Contractor shall strive to achieve the Quality Standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and Quality Standards.
8.2	Stage Inspection By FES/QA Engineers
8.2.1	Apart from day-to-day inspection by BHEL Engineers stationed at Site and Customer's Engineers, stage inspection of equipments under erection and commissioning at various stages shall also be conducted by teams of Engineers from Field Engineering Services of BHEL's Manufacturing Units, Quality Assurance teams from Field Quality Assurance, Unit/Factory Quality Assurance and Commissioning Engineers from Technical Services etc. Contractor shall arrange all labour, tools and tackles etc along with proper access for such stage inspections free of cost.
8.2.2	Any modifications suggested by BHEL FES and QA Engineers' team shall be carried out. Claims of contractor, if any, shall be dealt as per Section 13, and provided such modifications have not arisen for reasons attributable to the contractor.
8.3	Statutory Inspection of Work
8.3.1	The work to be executed under these specifications has to be offered for inspection, at appropriate stages of work completion, to various statutory authorities for compliance with applicable regulations. The work related statutory inspections, though not limited to, are as under: 1) Inspectorate of Steam Boilers and Smoke Nuisance 2) Electrical Inspector 3) Factory Inspector, Labour Commissioner, PF Commissioner and other authority connected to this project work The scope includes getting the approvals from the statutory authorities, which includes arranging for inspection visits of statutory authority periodically as per

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	BHEL Engineer's instructions, arranging materials for ground inspection, taking rub outs for the pressure parts to be offered for inspection, submitting co-related inspection reports, documents, radiographs etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.
8.3.2	Contractor should be qualified to execute pressure parts & piping work coming under the purview of IBR, for which he should register himself with CIB of state concerned. contractor also should be aware of the latest IBR regulations and Electricity Act, including the amendments thereof.
8.3.3	Contractor shall comply with 'Qualification Tests for welders engaged in welding of Boilers and Steam Pipes under Construction, Erection and Fabrication at Site in India and in repairing Boilers and steam pipes by welding' in line with Chapter XIII of Indian Boiler Regulations-1950, for testing his welders / men / workers, including all associated fees, procedures, required instruments and equipments and their calibration thereof. It shall be contractor's responsibility to obtain approval of Statutory Authorities, wherever applicable, for the conducting of any work which comes under the purview of these authorities, at his cost.
8.3.4	The following fees shall be excluded from scope of Contractor: 1. Registration Fee as per Regulation 385 of Chapter IX of Indian Boiler Regulations-1950 2. Fees for inspection of Boiler at the site of Construction as per Regulation 395 A, sl no 4 of Chapter IX of Indian Boiler Regulations-1950 However all other fees like visit fees charged by the Boiler Inspector and other arrangements for his visit or visits till satisfactory completion of work, shall be included in scope of Contractor
8.4	The Quality Management System of BHEL, Power Sector Regions (PSNR/ PSER/ PSWR/ PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product/ procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of such non-conformities, & maintain the relevant quality records. The non-conformities are to be identified through the conduct of periodical audit of implementation of

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	quality systems at various locations/stages of work. Suppliers/vendors of various products/services contributing in the work are also considered as part of the quality management system. .as such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.
8.5	Field Quality Assurance
8.5.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) as revised from time to time. Total quality shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.
8.6	Contractor has to fulfil quality requirement as per this chapter. In case of any gap in fulfilling these requirements by the contractor, financial penalty shall be imposed on the contractor with the rate mentioned in the “MEMO for penalty imposition against non-compliance in Quality area” enclosed as Annexure-IV.

Pages from end customer contract specification (For BHEL Haridwar Scope)

1.03.02	AIR COOLED CONDENSERS FOR MAIN TURBINE AND DRIVE TURBINE (IF OFFERED) (A) FABRICATION OF CONDENSER AND ACCESSORIES (a) All welds shall be visually examined. Radiographic examination of 10% of butt welds shall be carried out. However, for vacuum containing welds, R.T on at least 10% of each butt weld shall be carried out. Surface defect examination by magnetic particle inspection or equivalent test method shall be carried out for minimum 10% weldments. This shall apply to site welds also. (b) All edge preparations shall be examined for surface defects. Edge preparation for welds to be carried out at site shall be checked by magnetic particle inspection/Dye penetrant examination method before despatch. (c) In case of fabricated flanges, welds shall be checked by 100% radiographic/ultrasonic and 100% magnetic particle inspection methods to ensure freedom from internal and surface defects. (B) FAN (a) Ultrasonic Test shall be carried out on shaft material diameter ≥ 40 mm. (b) Fan hub and fan blade shall be tested as per relevant material code requirement and shall be tested for internal defects as per relevant code. (c) Moment weight test on blades, blade track variation, tip clearance shall be checked. (d) In case of fabrication of hub and blades by welding, the weld joint shall be tested by RT. (e) Assembly fit up and balancing shall be checked. (C) GEAR BOX (a) Gear box shall be tested as per relevant standard for performance, noise, vibration etc. (b) Gear box shall be tested for no load run test for 4 hours. (D) MOTOR The respective specification covered elsewhere is to be referred. (E) PIPING (a) All piping joint shall be tested for 10% RT/UT. IBR code regulations 1950 shall be ensured for IBR piping and relevant original IBR certificates shall be furnished. (F) TUBES		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 1 of 13

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(For BHEL Haridwar Scope)

1.03.03	(a)	Condenser tubes/finned tubes shall be tested as per the requirements of relevant codes and standards.		
	Steam Throw Off Device (If Offered)			
	(a)	Edge preparations shall be examined for surface defects by MPI/DPT. 10% radiographic or ultrasonic examination shall be carried out for all weldments.		
	(b)	Welds shall be subjected to surface defect examination by 10% magnetic particle/dye penetrant examination.		
1.03.04	SPRING ASSEMBLY (If Offered)			
1.04.00	(a)	Static load testing of the springs shall be carried out and spring characteristics shall be drawn and verified.		
	(b)	Surface defect test shall be carried out on all the springs after coiling and heat treatment.		
	(c)	Surface cleaning shall be checked prior to painting and check for thickness of painting shall be carried out.		
1.04.01	Condenser Air Evacuation System For Main Turbine Condenser And Drive Turbine Condenser			
1.04.01	Pumps			
	(a)	Vacuum pump shafts shall be subjected to ultrasonic test. After finish machining, shaft shall be subjected to magnetic particle examination/dye penetration test.		
	(b)	Pump casings and impellers shall be subjected to magnetic particle/dye penetration test. Finished pump rotor shall be subjected to dynamic balancing.		
	(c)	Pump casings shall be subjected to hydraulic test at 1.5 times the shut off pressure or twice the maximum operating pressure, whichever is higher.		
	(d)	Each pump shall be tested at supplier's works at full speed and load conditions to demonstrate successful operation and performance in accordance with the design requirements.		
	(e)	Supplier shall demonstrate by carrying out visual cavitation test that pump will be operating under all operating condition including blank off condition without cavitation.		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)		BHEL HWR QA BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 2 of 13

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	(f) REFER RELEVANT CLAUSES OF THE SPECIFICATION FOR OTHER ITEMS SUCH AS HEAT EXCHANGERS, FILTERS, PIPING, VALVES, ETC. IN THIS SYSTEM.		
1.04.02	The complete package shall be subjected to hydraulic pressure and leakage test and shop tested to check interlocks and functional requirements. The one complete unit shall also be subjected to demonstrate successful operation and performance testing, with saturated air conditions at condenser design vacuum point as well as vacuum pump design point with total minimum three points. The test should be conducted with the respective motors to be supplied. The test shall include check for vibration and noise level.		
1.05.00	FEED WATER HEATERS, DRAIN COOLERS, GLAND STEAM CONDENSER, HEAT EXCHANGERS & PRESSURE VESSELS/ STORAGE TANKS		
1.05.01	All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks of material specification.		
1.05.02	Material for Tube plates shall be ultrasonically tested. Finished plates shall be subjected to suitable NDT. For cladded plates, bonding shall be checked by UT. Vendor shall furnish their practice regarding manufacturing & NDT for supply of cladded plates for Employer's review. Drilled Tube plates shall be checked for ovality of holes, ligaments, surface finish etc.		
1.05.03	Dished ends shall be subjected to 100% MPI and RT/UT on welded joints. Knuckle portion shall be checked by MPI for surface defects and thinning shall be checked by UT.		
1.05.04	Butt Welded / Full penetration joints shall be checked by suitable RT / UT. Fillet welds shall be checked by MPI / DPT.		
1.05.05	Tubes shall be tested as per the relevant codes / specification / standards.		
1.05.06	Before tubes expansion in the tube sheets, the mock-up test for expansions shall be carried out, in case not done earlier. Torque setting of expander shall be based on mock up tests. Joints shall be checked for tube thinning.		
1.05.07	Completed assemblies shall be pressure tested with working-fluid/ hydraulically/ pneumatically. The heat exchangers shall be tested on both tube side and shell side. After hydro test, the heat exchangers shall be suitably dried and nitrogen capped. Atmospheric tanks shall be tested for leakage by water fill test for at least 12 hrs.		
1.06.00	PIPING, BELLOWS AND THERMAL INSULATION FOR TURBINE & AUX SYSTEMS		
EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)		Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES
			Page 3 of 13

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1.06.01	Piping and Fittings (a) All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks (as required to meet statutory requirement and elsewhere asked in the specification) of material specification. (b) All pipe lengths shall be subjected to 100% ultrasonic examination or hydraulic tests and UT/RT on longitudinal welds at the tube mill. (c) All mother pipes used for fittings shall be subjected to a hydraulic test or an ultrasonic test at the tube mill. Raw material of all forged fittings shall be ultrasonically tested. Forged fittings shall be ultrasonically tested. (d) Welded and cast fittings, if any, shall be subjected to suitable NDT as per applicable standards. However, as a minimum 100% RT shall be carried out on all alloy steel fittings and on carbon steel fittings for use above 71 bar design conditions. (e) The edge preparation for shop and site welds shall be checked by MPI/LPI however edge preparation in stainless steel alloy/ steel shall be subjected to a Dye penetrant check. (f) Thickness of pipe bends shall be checked by ultrasonic or other acceptable methods on sample basis for high pressure applications. Outer surface of bends shall be subjected to magnetic particle examination / LPI. (g) Non-destructive examination of welds shall be carried out after post weld heat treatment, if any. (h) Non-Destructive Examination of welds shall be carried out in accordance with the relevant design/manufacturing codes. However, as a minimum, the following requirements shall be met (except for oil piping). Further statutory requirement, wherever applicable shall also be complied with. (1) Temperature > 400⁰C And / Or pressure exceeding 71 bar. (i) 100% RT/UT on butt welds and full penetration branch welds. (ii) 100% MPE. (2) Temperature > 175⁰C up to 400⁰C AND / OR pressure exceeding 17 bar and up to 71 bar. (i) 100% RT / UT on butt welds and full penetration branch welds for pipe dia more than 100 NB.		
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	(ii) 10% RT / UT on butt welds and full penetration branch welds for pipe dia up to 100 NB. (iii) 100% MPE. (3) Wherever SR/PWHT is envisaged, above NDTs shall be after SR/PWHT. (4) For all other pipes not covered above (except oil piping), shall be subjected 100% MPE / DPT in case of under ground pipes and 10% MPE/DPT in case of piping above the ground. Further, 10% of butt welds of underground piping shall be subjected to RT. (5) Hardness survey of welds shall be carried out on alloy steel/stainless steel piping. (100% Hardness survey of welds on P91, X20 & X22 material grade pipings). (6) For welds in P91, X20 & X22 materials, only induction type of heating shall be deployed for heat treatment. (i) Oil piping shall be subjected to following NDT. (1) Butt welds of Oil piping shall be subjected to 10% RT and 10% DP Test. For Jacking oil lines 100% RT & 100% DPT shall be carried out on butt welds. (2) Fillet welds with load transfer shall be subjected to 100% MPE/DPT and fillet welds without load transfer shall be subjected to 10% MPE/DPT. (j) Rubber lined pipes shall be hydraulically tested before rubber lining. All rubber lining is to be subjected to following tests as per IS-4682 part-I or acceptable equivalent: (1) Adhesion test (2) Check for resistance to bleeding (3) Measurement of thickness (4) Shore hardness test (5) Visual examination and spark test at 5 KV/mm of thickness.		
1.06.02	Metallic Expansion Bellows (a) Hydraulic pressure test shall be carried out on each pipe and expansion bellow.		
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1.06.03	(b) Longitudinal butt weld on bellow shall be subjected to suitable NDT examination before forming, and after forming MPE / DP test shall be carried out. (c) All welds shall be subjected to 100% magnetic particle/dye penetrant check and butt welds shall be subjected to 100% radiographic testing. (d) All the bellows subjected to vacuum service shall be subjected to vacuum test. (e) The bellows shall be subjected to movement test to establish suitability to perform satisfactorily in site conditions. During this test spring rate shall also be measured. (f) Life cycle test, meridional yield rupture test and squirm test to be carried out on a prototype/expansion bellow as per Sec.D clause 3.2 of standards of Expansion joint Manufacturer Association (EJMA). In case these tests have already been accepted by NTPC on a prototype expansion bellow, as defined in Sec.D Clause 3.2 of Expansion Joints Manufacturers Association (EJMA) test reports may be furnished by manufacturer for consideration and approval of Employer.		
	Rubber Expansion Joint (a) Rubber compound test slab after vulcanising shall be tested for tensile strength, elongation and shore hardness. Tests on rubber compound shall also include hydro stability test as per ASTM D- 3137 and ozone resistance test as per ASTM D- 380. (b) Fabric strength of synthetic fibre for reinforcement shall be checked, and test for rubber to fabric adhesion as per IS: 3400/ASTM D- 413, rubber to metal adhesion as per IS 3100/ASTM D-429 shall be carried out. (c) All expansion joints in assembled condition shall be subjected to vacuum test at 730 mm Hg below atmospheric pressure under conditions to ensure its suitability to withstand deflection in each axial transverse and longitudinal direction. Duration of test shall be of minimum 10 minutes. (d) All bare bellows shall be subjected to hydraulic pressure test in normal condition at 1.5 times the design pressure for duration of 30 minutes. Additionally, all bare bellows shall be subjected to deflection tests under pressure, pressure being raised from zero to the design value in regular steps and deflection measured at each step.		
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1.06.04	(e)	All expansion joints in assembled condition along with control rod assembly shall be subjected to deflection test under design pressure. The details of test procedure shall be subjected to approval by Project Manager.				
	(f)	Either during the hydraulic test or during the vacuum test, change in circumference at the top position of the arch shall not exceed 1.5% of measured circumference at normal position.				
	(g)	Twenty Four (24) hours after the above tests, the permanent set (variation in dimensions with respect to its original dimension) shall be measured and recorded. The permanent set shall not be more than 0.5%.				
	(h)	Life cycle test shall be carried out on bellows of each type, design and size. In case these tests have already been accepted by NTPC in earlier projects for the same type / size /design, test certificate for the same may be furnished for approval of Employer.				
1.06.05	THERMAL INSULATION					
1.06.05	(a)	For mineral wool insulation, testing shall be carried out as per relevant standard.				
	(b)	For sprayed mineral wool, testing shall be carried out as per relevant standard.				
	(c)	Thermal conductivity (k value) shall generally be measured in line with relevant standard.				
	Hangers and Supports					
1.07.00	(a)	Forged components such as clevis, turnbuckle, eye- bolts, coupling etc. will be subjected to material testing, hardness, MPE, proof load test etc.				
	(b)	Dampers with viscous fluids will be checked for viscosity of liquid used, damping resistance of the damper, stiffness of the damper etc.				
	(c)	Springs used for variable constant load and spring hangers shall be checked for chemical, mechanical and spring rate tests.				
	(d)	Complete variable and constant load spring cage will be subjected to performance test and load/deflection test. Calibration of spring cages shall be done at shop.				
1.07.00	VALVES					
<table><tr><td>EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)</td><td>Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1</td><td>SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES</td><td>Page 7 of 13</td></tr></table>			EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 7 of 13
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1.07.01	Inspection and testing requirements for valves other than extraction line valves and butterfly valves shall be as follows:-																							
	(a) Pressure retaining parts of valves shall be subjected to NDT as per Table 1.																							
	(b) Bar stock/forging above 40mm diameter for valve trim shall be subjected to UT.																							
	(c) Hardened/stellitted valve disc and seat are to be subjected to LPI and hardness check (on test sample).																							
	(d) Colour matching of valve disc/plug and seat shall be carried out to ensure contact.																							
	(e) Hydraulic pressure test and seat leak test shall be carried out as per ANSI 16.34.																							
	(f) Air seat leak test shall be carried out as per applicable Standards/Codes.																							
	(g) Functional testing shall be carried out on each valve to check the following as per the approved valve data sheet:																							
	(1) Smooth operation																							
	(2) Valve travel, closing and opening time.																							
(3) Current drawn by actuators..																								
(h) Springs for safety valves shall be tested with suitable NDT and for spring rate.																								
(i) Safety and safety relief valves shall be tested for performance.																								
TABLE-1 NDT REQUIREMENTS FOR PRESSURE RETAINING COMPONENTS OF VALVES <table><tr><td>Valve size NB in mm</td><td>ANSI Class upto 300</td><td>ANSI Class above 300 upto 600</td><td>ANSI Class above 600 upto 900</td><td>ANSI Class 900 & above & below 4500</td></tr><tr><td>Less than 50</td><td>Visual</td><td>Visual</td><td>Visual</td><td>MPI</td></tr><tr><td>50 & above but below 100</td><td>Visual</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of valves on 100% area)</td></tr><tr><td>100 & above but</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of</td><td>MPI & RT (on 100% area)</td></tr></table>					Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500	Less than 50	Visual	Visual	Visual	MPI	50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)	100 & above but	Visual	MPI	MPI & RT (on 10% of	MPI & RT (on 100% area)
Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500																				
Less than 50	Visual	Visual	Visual	MPI																				
50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)																				
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	less than 300			valves on change of section & weld ends)	
	300 and above	MPI	MPI	MPI & RT (on change of sections & weld ends)	MPI, RT (on 100% area)
1.07.02	Note: (i) For body and bonnet forgings UT with MPI may be adopted in place of RT. For austenitic steel MPI may be replaced by LPI. (ii) Weld Edge Preparation shall be subjected to MPI/LPI Extraction Line Valves (a) Surface crack examination and hardness check (on test sample) shall be carried out on all hard faced/stellited surfaces, if any. (b) As a minimum requirement of castings for all valves on cold reheat and extraction lines shall be subjected to 100% MPI on all areas and RT on Butt Weld ends and change of Section. For forgings minimum requirement shall be 100% UT and 100% MPI. (c) Bar stock for valves stem shall be subjected to UT. Finish machined valve stem shall be subjected to magnetic particle examination/dye penetration test. (d) Wall thickness measurement by ultrasonic for critical and highly stressed zones of the casting/forging shall be carried out. (e) Colour matching of the valve disc and seat to ensure required contact area shall be carried out. (f) Hydraulic pressure tests shall be carried out on each valve to check body and bonnet strength. Seat leakage and back seat leakage test (wherever applicable) shall be carried out. Air seat leakage test shall also be carried out. Minimum test requirements of pressure shall be as per ANSI B 16.34. (g) Functional testing shall be carried out on each valve to check for freedom of movement, adherence to clearance, opening/ closing etc.				
	1.07.03	Butterfly valves (a) Valve disc shall be checked for surface and sub-surface defects by magnetic particle examination.			
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	(b) Stubs and driving shafts shall be tested for internal defects by ultrasonic method. (c) Dye penetration test shall be carried out on shafts, seat rings etc. (d) Test samples for rubber seal shall be subjected to tensile and hardness test for vulcanising and after ageing. Hydraulic stability test and ozone crack resistance tests also be carried out. (e) Valve shall be subjected to hydraulic pressure test for body and air seat leakage tests as per AWWA-C504/IS 13095. (f) Proof of design tests for valves and actuator shall be carried out as per AWWA-C504/IS 13095. In case the test has already been carried out on previous supplies, the contractor may submit the test certification of same for approval of Project Manager. (g) After complete assembly each valve with actuator will be subjected to performance test by opening and closing the valve from fully closed to fully open position and the reverse, under no flow for at least 25 cycles to check. (1) Smooth uninterrupted movement of valve. (2) Closing and opening time. (3) Current drawn by actuator. (4) Operation of tripping switch and position indicator. (h) After assembly, one valve of each size with respective actuator shall be shop operated over the full range of movement in both the directions, with the body subjected to the full hydrostatic pressure conditions, to demonstrate that the unit is in working order without any leakage through the joints and torque switches/clutches, limit switches are operating satisfactorily. During the test, hand wheel operation, opening/closing time and current drawn shall also be checked.				
1.08.00	MISC. ITEMS / EQUIPMENTS				
1.08.01	FILTERS / STRAINERS				
	(a) Filters / strainers shall be tested as per the requirements of relevant codes / standards. (b) Filters / strainer shall be performance tested for pressure drop, flow, particle size. If performance test is earlier established, then records shall be reviewed.				
<table><tr><td>EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)</td><td>Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1</td><td>SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES</td><td>Page 10 of 13</td></tr></table>		EPC PACKAGE FOR DARLIPALI STPP, STAGE-II (1X800 MW)	Doc. No. BHEL_HWR_DARLIPALI_Q A_A_Annexure-1	SUB-SECTION-E-8 STEAM TURBINE & INTEGRAL AUXILIARIES	Page 10 of 13
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1.10.03	Condenser Assembly-Air Cooled (If Offered): (a) If the condenser sections calls for site assembly, care shall be taken in assembly of sections and correctness of alignment and fit up shall be checked. Site welding shall be carried out as per the procedure approved by the Project Manager. (b) All weld seams shall be subjected to DPT/MPI. At least 10% of butt welds shall be subjected to radiographic examination. (c) All welds between condenser hot box and LP turbine shall be subjected to 100% radiographic and magnetic particle examination. (d) Condenser tube bundles shall be visually examined for dents, mechanical damages or any other defects prior to insertion. Both tube ends shall be thoroughly cleaned to a length of 100mm to remove oil, grease etc. and shall be checked for freedom from burrs prior to insertion. (e) Water Fill test / Hydrostatic testing / pneumatic test as applicable for condenser hot box space, tube bundle with header and associated parts of ACC shall be carried out after connecting all the pipes along with condenser vacuum systems such that all the		
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	field welding joints are covered in the test. Any leakage detected shall be rectified immediately. (f) Performance test (including flow, pressure, noise, vibration and alignment etc.) of Fan/Compressor as applicable shall be tested at site.		
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1.03.02	AIR COOLED CONDENSERS FOR MAIN TURBINE AND DRIVE TURBINE (IF OFFERED) (A) FABRICATION OF CONDENSER AND ACCESSORIES (a) All welds shall be visually examined. Radiographic examination of 10% of butt welds shall be carried out. However, for vacuum containing welds, R.T on at least 10% of each butt weld shall be carried out. Surface defect examination by magnetic particle inspection or equivalent test method shall be carried out for minimum 10% weldments. This shall apply to site welds also. (b) All edge preparations shall be examined for surface defects. Edge preparation for welds to be carried out at site shall be checked by magnetic particle inspection/Dye penetrant examination method before despatch. (c) In case of fabricated flanges, welds shall be checked by 100% radiographic/ultrasonic and 100% magnetic particle inspection methods to ensure freedom from internal and surface defects. (B) FAN (a) Ultrasonic Test shall be carried out on shaft material diameter ≥ 40 mm. (b) Fan hub and fan blade shall be tested as per relevant material code requirement and shall be tested for internal defects as per relevant code. (c) Moment weight test on blades, blade track variation, tip clearance shall be checked. (d) In case of fabrication of hub and blades by welding, the weld joint shall be tested by RT. (e) Assembly fit up and balancing shall be checked. (C) GEAR BOX (a) Gear box shall be tested as per relevant standard for performance, noise, vibration etc. (b) Gear box shall be tested for no load run test for 4 hours. (D) MOTOR The respective specification covered elsewhere is to be referred. (E) PIPING (a) All piping joint shall be tested for 10% RT/UT. IBR code regulations 1950 shall be ensured for IBR piping and relevant original IBR certificates shall be furnished. (F) TUBES		
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1.03.03	(a) Condenser tubes/finned tubes shall be tested as per the requirements of relevant codes and standards.
	Steam Throw Off Device (If Offered)
	(a) Edge preparations shall be examined for surface defects by MPI/DPT. 10% radiographic or ultrasonic examination shall be carried out for all weldments.
	(b) Welds shall be subjected to surface defect examination by 10% magnetic particle/dye penetrant examination.
1.03.04	SPRING ASSEMBLY (If Offered)
	(a) Static load testing of the springs shall be carried out and spring characteristics shall be drawn and verified.
	(b) Surface defect test shall be carried out on all the springs after coiling and heat treatment.
	(c) Surface cleaning shall be checked prior to painting and check for thickness of painting shall be carried out.
1.04.00	Condenser Air Evacuation System For Main Turbine Condenser And Drive Turbine Condenser
1.04.01	Pumps
	(a) Vacuum pump shafts shall be subjected to ultrasonic test. After finish machining, shaft shall be subjected to magnetic particle examination/dye penetration test.
	(b) Pump casings and impellers shall be subjected to magnetic particle/dye penetration test. Finished pump rotor shall be subjected to dynamic balancing.
	(c) Pump casings shall be subjected to hydraulic test at 1.5 times the shut off pressure or twice the maximum operating pressure, whichever is higher.
	(d) Each pump shall be tested at supplier's works at full speed and load conditions to demonstrate successful operation and performance in accordance with the design requirements.
	(e) Supplier shall demonstrate by carrying out visual cavitation test that pump will be operating under all operating condition including blank off condition without cavitation.
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	(f) REFER RELEVANT CLAUSES OF THE SPECIFICATION FOR OTHER ITEMS SUCH AS HEAT EXCHANGERS, FILTERS, PIPING, VALVES, ETC. IN THIS SYSTEM.
1.04.02	The complete package shall be subjected to hydraulic pressure and leakage test and shop tested to check interlocks and functional requirements. The one complete unit shall also be subjected to demonstrate successful operation and performance testing, with saturated air conditions at condenser design vacuum point as well as vacuum pump design point with total minimum three points. The test should be conducted with the respective motors to be supplied. The test shall include check for vibration and noise level.
1.05.00	FEED WATER HEATERS, DRAIN COOLERS, GLAND STEAM CONDNSER, HEAT EXCHANGERS & PRESSURE VESSELS/ STORAGE TANKS
1.05.01	All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks of material specification.
1.05.02	Material for Tube plates shall be ultrasonically tested. Finished plates shall be subjected to suitable NDT. For cladded plates, bonding shall be checked by UT. Vendor shall furnish their practice regarding manufacturing & NDT for supply of cladded plates for Employer's review. Drilled Tube plates shall be checked for ovality of holes, ligaments, surface finish etc.
1.05.03	Dished ends shall be subjected to 100% MPI and RT/UT on welded joints. Knuckle portion shall be checked by MPI for surface defects and thinning shall be checked by UT.
1.05.04	Butt Welded / Full penetration joints shall be checked by suitable RT / UT. Fillet welds shall be checked by MPI / DPT.
1.05.05	Tubes shall be tested as per the relevant codes / specification / standards.
1.05.06	Before tubes expansion in the tube sheets, the mock-up test for expansions shall be carried out, in case not done earlier. Torque setting of expander shall be based on mock up tests. Joints shall be checked for tube thinning.
1.05.07	Completed assemblies shall be pressure tested with working-fluid/ hydraulically/ pneumatically. The heat exchangers shall be tested on both tube side and shell side. After hydro test, the heat exchangers shall be suitably dried and nitrogen capped. Atmospheric tanks shall be tested for leakage by water fill test for at least 12 hrs.
1.06.00	PIPING, BELLOWS AND THERMAL INSULATION FOR TURBINE & AUX SYSTEMS
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1.06.01	Piping and Fittings (a) All raw materials used shall have co-related mill test certificate meeting mandatory and supplementary checks (as required to meet statutory requirement and elsewhere asked in the specification) of material specification. (b) All pipe lengths shall be subjected to 100% ultrasonic examination or hydraulic tests and UT/RT on longitudinal welds at the tube mill. (c) All mother pipes used for fittings shall be subjected to a hydraulic test or an ultrasonic test at the tube mill. Raw material of all forged fittings shall be ultrasonically tested. Forged fittings shall be ultrasonically tested. (d) Welded and cast fittings, if any, shall be subjected to suitable NDT as per applicable standards. However, as a minimum 100% RT shall be carried out on all alloy steel fittings and on carbon steel fittings for use above 71 bar design conditions. (e) The edge preparation for shop and site welds shall be checked by MPI/LPI however edge preparation in stainless steel alloy/ steel shall be subjected to a Dye penetrant check. (f) Thickness of pipe bends shall be checked by ultrasonic or other acceptable methods on sample basis for high pressure applications. Outer surface of bends shall be subjected to magnetic particle examination / LPI. (g) Non-destructive examination of welds shall be carried out after post weld heat treatment, if any. (h) Non-Destructive Examination of welds shall be carried out in accordance with the relevant design/manufacturing codes. However, as a minimum, the following requirements shall be met (except for oil piping). Further statutory requirement, wherever applicable shall also be complied with. (1) Temperature > 400⁰C And / Or pressure exceeding 71 bar. (i) 100% RT/UT on butt welds and full penetration branch welds. (ii) 100% MPE. (2) Temperature > 175⁰C up to 400⁰C AND / OR pressure exceeding 17 bar and up to 71 bar. (i) 100% RT / UT on butt welds and full penetration branch welds for pipe dia more than 100 NB.		
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	(ii) 10% RT / UT on butt welds and full penetration branch welds for pipe dia up to 100 NB. (iii) 100% MPE. (3) Wherever SR/PWHT is envisaged, above NDTs shall be after SR/PWHT. (4) For all other pipes not covered above (except oil piping), shall be subjected 100% MPE / DPT in case of under ground pipes and 10% MPE/DPT in case of piping above the ground. Further, 10% of butt welds of underground piping shall be subjected to RT. (5) Hardness survey of welds shall be carried out on alloy steel/stainless steel piping. (100% Hardness survey of welds on P91, X20 & X22 material grade pipings). (6) For welds in P91, X20 & X22 materials, only induction type of heating shall be deployed for heat treatment. (i) Oil piping shall be subjected to following NDT. (1) Butt welds of Oil piping shall be subjected to 10% RT and 10% DP Test. For Jacking oil lines 100% RT & 100% DPT shall be carried out on butt welds. (2) Fillet welds with load transfer shall be subjected to 100% MPE/DPT and fillet welds without load transfer shall be subjected to 10% MPE/DPT. (j) Rubber lined pipes shall be hydraulically tested before rubber lining. All rubber lining is to be subjected to following tests as per IS-4682 part-I or acceptable equivalent: (1) Adhesion test (2) Check for resistance to bleeding (3) Measurement of thickness (4) Shore hardness test (5) Visual examination and spark test at 5 KV/mm of thickness.		
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1.06.03	(b) Longitudinal butt weld on bellow shall be subjected to suitable NDT examination before forming, and after forming MPE / DP test shall be carried out. (c) All welds shall be subjected to 100% magnetic particle/dye penetrant check and butt welds shall be subjected to 100% radiographic testing. (d) All the bellows subjected to vacuum service shall be subjected to vacuum test. (e) The bellows shall be subjected to movement test to establish suitability to perform satisfactorily in site conditions. During this test spring rate shall also be measured. (f) Life cycle test, meridional yield rupture test and squirm test to be carried out on a prototype/expansion bellow as per Sec.D clause 3.2 of standards of Expansion joint Manufacturer Association (EJMA). In case these tests have already been accepted by NTPC on a prototype expansion bellow, as defined in Sec.D Clause 3.2 of Expansion Joints Manufacturers Association (EJMA) test reports may be furnished by manufacturer for consideration and approval of Employer.		
	Rubber Expansion Joint (a) Rubber compound test slab after vulcanising shall be tested for tensile strength, elongation and shore hardness. Tests on rubber compound shall also include hydro stability test as per ASTM D-3137 and ozone resistance test as per ASTM D-380. (b) Fabric strength of synthetic fibre for reinforcement shall be checked, and test for rubber to fabric adhesion as per IS: 3400/ASTM D-413, rubber to metal adhesion as per IS 3100/ASTM D-429 shall be carried out. (c) All expansion joints in assembled condition shall be subjected to vacuum test at 730 mm Hg below atmospheric pressure under conditions to ensure its suitability to withstand deflection in each axial transverse and longitudinal direction. Duration of test shall be of minimum 10 minutes. (d) All bare bellows shall be subjected to hydraulic pressure test in normal condition at 1.5 times the design pressure for duration of 30 minutes. Additionally, all bare bellows shall be subjected to deflection tests under pressure, pressure being raised from zero to the design value in regular steps and deflection measured at each step.		
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	(e) All expansion joints in assembled condition along with control rod assembly shall be subjected to deflection test under design pressure. The details of test procedure shall be subjected to approval by Project Manager. (f) Either during the hydraulic test or during the vacuum test, change in circumference at the top position of the arch shall not exceed 1.5% of measured circumference at normal position. (g) Twenty Four (24) hours after the above tests, the permanent set (variation in dimensions with respect to its original dimension) shall be measured and recorded. The permanent set shall not be more than 0.5%. (h) Life cycle test shall be carried out on bellows of each type, design and size. In case these tests have already been accepted by NTPC in earlier projects for the same type / size /design, test certificate for the same may be furnished for approval of Employer.
1.06.04	THERMAL INSULATION (a) For mineral wool insulation, testing shall be carried out as per relevant standard. (b) For sprayed mineral wool, testing shall be carried out as per relevant standard. (c) Thermal conductivity (k value) shall generally be measured in line with relevant standard.
1.06.05	Hangers and Supports (a) Forged components such as clevis, turnbuckle, eye- bolts, coupling etc. will be subjected to material testing, hardness, MPE, proof load test etc. (b) Dampers with viscous fluids will be checked for viscosity of liquid used, damping resistance of the damper, stiffness of the damper etc. (c) Springs used for variable constant load and spring hangers shall be checked for chemical, mechanical and spring rate tests. (d) Complete variable and constant load spring cage will be subjected to performance test and load/deflection test. Calibration of spring cages shall be done at shop.
1.07.00	VALVES
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1.07.01	Inspection and testing requirements for valves other than extraction line valves and butterfly valves shall be as follows:- (a) Pressure retaining parts of valves shall be subjected to NDT as per Table 1. (b) Bar stock/forging above 40mm diameter for valve trim shall be subjected to UT. (c) Hardened/stellitted valve disc and seat are to be subjected to LPI and hardness check (on test sample). (d) Colour matching of valve disc/plug and seat shall be carried out to ensure contact. (e) Hydraulic pressure test and seat leak test shall be carried out as per ANSI 16.34. (f) Air seat leak test shall be carried out as per applicable Standards/Codes. (g) Functional testing shall be carried out on each valve to check the following as per the approved valve data sheet: (1) Smooth operation (2) Valve travel, closing and opening time. (3) Current drawn by actuators.. (h) Springs for safety valves shall be tested with suitable NDT and for spring rate. (i) Safety and safety relief valves shall be tested for performance. TABLE-1 NDT REQUIREMENTS FOR PRESSURE RETAINING COMPONENTS OF VALVES <table><tr><th>Valve size NB in mm</th><th>ANSI Class upto 300</th><th>ANSI Class above 300 upto 600</th><th>ANSI Class above 600 upto 900</th><th>ANSI Class 900 & above & below 4500</th></tr><tr><td>Less than 50</td><td>Visual</td><td>Visual</td><td>Visual</td><td>MPI</td></tr><tr><td>50 & above but below 100</td><td>Visual</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of valves on 100% area)</td></tr><tr><td>100 & above but</td><td>Visual</td><td>MPI</td><td>MPI & RT (on 10% of</td><td>MPI & RT (on 100% area)</td></tr></table>	Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500	Less than 50	Visual	Visual	Visual	MPI	50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)	100 & above but	Visual	MPI	MPI & RT (on 10% of	MPI & RT (on 100% area)
Valve size NB in mm	ANSI Class upto 300	ANSI Class above 300 upto 600	ANSI Class above 600 upto 900	ANSI Class 900 & above & below 4500																	
Less than 50	Visual	Visual	Visual	MPI																	
50 & above but below 100	Visual	Visual	MPI	MPI & RT (on 10% of valves on 100% area)																	
100 & above but	Visual	MPI	MPI & RT (on 10% of	MPI & RT (on 100% area)																	
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	less than 300			valves on change of section & weld ends)	
	300 and above	MPI	MPI	MPI & RT (on change of sections & weld ends)	MPI, RT (on 100% area)
1.07.02	Note: (i) For body and bonnet forgings UT with MPI may be adopted in place of RT. For austenitic steel MPI may be replaced by LPI. (ii) Weld Edge Preparation shall be subjected to MPI/LPI Extraction Line Valves (a) Surface crack examination and hardness check (on test sample) shall be carried out on all hard faced/stellited surfaces, if any. (b) As a minimum requirement of castings for all valves on cold reheat and extraction lines shall be subjected to 100% MPI on all areas and RT on Butt Weld ends and change of Section. For forgings minimum requirement shall be 100% UT and 100% MPI. (c) Bar stock for valves stem shall be subjected to UT. Finish machined valve stem shall be subjected to magnetic particle examination/dye penetration test. (d) Wall thickness measurement by ultrasonic for critical and highly stressed zones of the casting/forging shall be carried out. (e) Colour matching of the valve disc and seat to ensure required contact area shall be carried out. (f) Hydraulic pressure tests shall be carried out on each valve to check body and bonnet strength. Seat leakage and back seat leakage test (wherever applicable) shall be carried out. Air seat leakage test shall also be carried out. Minimum test requirements of pressure shall be as per ANSI B 16.34. (g) Functional testing shall be carried out on each valve to check for freedom of movement, adherence to clearance, opening/ closing etc.				
	1.07.03	Butterfly valves (a) Valve disc shall be checked for surface and sub-surface defects by magnetic particle examination.			
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	(b) Stubs and driving shafts shall be tested for internal defects by ultrasonic method. (c) Dye penetration test shall be carried out on shafts, seat rings etc. (d) Test samples for rubber seal shall be subjected to tensile and hardness test for vulcanising and after ageing. Hydraulic stability test and ozone crack resistance tests also be carried out. (e) Valve shall be subjected to hydraulic pressure test for body and air seat leakage tests as per AWWA-C504/IS 13095. (f) Proof of design tests for valves and actuator shall be carried out as per AWWA-C504/IS 13095. In case the test has already been carried out on previous supplies, the contractor may submit the test certification of same for approval of Project Manager. (g) After complete assembly each valve with actuator will be subjected to performance test by opening and closing the valve from fully closed to fully open position and the reverse, under no flow for at least 25 cycles to check. (1) Smooth uninterrupted movement of valve. (2) Closing and opening time. (3) Current drawn by actuator. (4) Operation of tripping switch and position indicator. (h) After assembly, one valve of each size with respective actuator shall be shop operated over the full range of movement in both the directions, with the body subjected to the full hydrostatic pressure conditions, to demonstrate that the unit is in working order without any leakage through the joints and torque switches/clutches, limit switches are operating satisfactorily. During the test, hand wheel operation, opening/closing time and current drawn shall also be checked.
1.08.00	MISC. ITEMS / EQUIPMENTS
1.08.01	FILTERS / STRAINERS
	(a) Filters / strainers shall be tested as per the requirements of relevant codes / standards. (b) Filters / strainer shall be performance tested for pressure drop, flow, particle size. If performance test is earlier established, then records shall be reviewed.
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1.10.03	Condenser Assembly-Air Cooled (If Offered): (a) If the condenser sections calls for site assembly, care shall be taken in assembly of sections and correctness of alignment and fit up shall be checked. Site welding shall be carried out as per the procedure approved by the Project Manager. (b) All weld seams shall be subjected to DPT/MPI. At least 10% of butt welds shall be subjected to radiographic examination. (c) All welds between condenser hot box and LP turbine shall be subjected to 100% radiographic and magnetic particle examination. (d) Condenser tube bundles shall be visually examined for dents, mechanical damages or any other defects prior to insertion. Both tube ends shall be thoroughly cleaned to a length of 100mm to remove oil, grease etc. and shall be checked for freedom from burrs prior to insertion. (e) Water Fill test / Hydrostatic testing / pneumatic test as applicable for condenser hot box space, tube bundle with header and associated parts of ACC shall be carried out after connecting all the pipes along with condenser vacuum systems such that all the		
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	field welding joints are covered in the test. Any leakage detected shall be rectified immediately. (f) Performance test (including flow, pressure, noise, vibration and alignment etc.) of Fan/Compressor as applicable shall be tested at site.			
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ACC Pkg for Darlipali (1X 800 MW)
Pre Bid Clarifications for PART-B of Quality requirement

Bidder name

SL. NO.	ENQUIRY SPECIFICATION				SPECIFICATION REQUIREMENT	COMMENTS / CLARIFICATIONS
	PART	Annexure name	PAGE NO.	CLAUSE NO.		
1.	B					
2.	B					
3.	B					

ACC Pkg for Telangana (3X800 MW)
Pre Bid Clarifications for PART-B of Quality requirement

Bidder name

SL. NO.	ENQUIRY SPECIFICATION				SPECIFICATION REQUIREMENT	COMMENTS / CLARIFICATIONS
	PART	Annexure name	PAGE NO.	CLAUSE NO.		
1.	B					
2.	B					
3.	B					



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version June-2026, Rev: 11)

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

For Indian Bidders (Version June-2026, Rev: 11)

1. GENERAL

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

2. ORIGIN OF QUOTATION

A bidder shall not have conflict of interest with other bidders. Bidders having a conflict of interest shall not be eligible to participate in the tender process.

In this regard, the declaration given in Annexure-3 regarding "Conflict of interest" is required to be submitted by bidders alongwith the tender, which should be signed by the authorized signatory of the bidder.

3. SUBMISSION OF TENDER

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

Bid/Quotation can also be submitted through email communication at email address: tendercell.heep@bhel.in.

All vendors submitting their bids through e-mail are advised to have following clear subject line: -

- 1. Tender Enquiry Reference No. _____**



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2. Bid Opening Date (Part 1, Techno-Commercial). _____

Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 1.45 pm (IST) on the day of bid opening. However, if no password is received up to 4.00 pm (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event. The total size of the mail including both attachments must not exceed 25 MB.

- b) TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.
- c) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) The bids of the bidders who are on the debarred list and also the bids of the bidders, who engage the services of the debarred firms, shall be rejected. The list of firms debarred by BHEL is available on BHEL web site www.bhel.com. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by their authorized signatories, along with their bids wherever applicable as per tender terms.
- h) In case of open tender, technically qualified unregistered bidders may apply online for registration through <https://www.bhel.com/supplier-registration>.
- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L1 bidder at L1 counter offered rates, if the quantity offered by the L1 bidder is less than the quantity tendered for.
- j) In cases of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the bidders shall not be accepted. Only e-portal bid shall be accepted. Also, the technical bids and/or the financial bids of different bidders received from the same IP address shall be outrightly rejected and shall not be considered for further evaluation.



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k) No interest shall be payable on the security deposit or any other money due to the supplier.

4. TENDER OPENING

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

5. SPECIFICATION, DRAWINGS & STANDARD

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature/ catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.
- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in any way detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid.
- c) Prices should be quoted on F.O.R. Destination basis. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation.
- f) If it is not otherwise specified by BHEL, bidders can dispatch goods through any Indian Bank Association approved transporter.
- g) Any demurrage/godown rent payable to the transporter or godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- h) Currency of Evaluation shall be INR.



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Note: Financial evaluation of L1, L2 Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION

Wherever Reverse Auction (RA) is declared in the special terms and conditions of tender enquiry, the following shall be applicable and Bidders to confirm their acceptance for the same:

"BHEL shall resort to Reverse Auction (RA) for this tender (*RA Guidelines are available at www.bhel.com*).

Price bids of all eligible techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder does not participate in online Reverse Auction, the bidder's sealed envelope price bid along with the applicable loading, if any, shall be considered for ranking."

8. DELIVERY TERMS

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

9. PENALTY/ LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY

a) Where items of Purchase Order are independently usable

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

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

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

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) **Delivery in Case of Rejection:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.



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- f) Delivery Against Bank Documents:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Godown" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.
- g)** Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized/ nominated bank.
- h)** BHEL will load maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of working out the comparative statement of prices of bidders.
- i)** Payment of Penalty/ Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.
- j)** Penalty/ Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Penalty/ Liquidated Damages leviable upon the supplier is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the supplier. Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

10. PAYMENT TERMS

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Stores or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment terms.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs Five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs Five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.
- e) 100% payment along with taxes, freight & insurance shall be made within 90/ 60/ 45 days (as applicable) from material entry date subject to submission of non-discrepant documents by vendor



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and acceptance of material by BHEL as per terms and conditions of Purchase Order. In case of any objection in documents/acceptance of material, the same shall be informed to vendor within 15 days of delivery of the material. In such a case, the payment shall be made to the vendor within 90/ 60/ 45 days (as applicable) of the day such objection is removed by the vendor.

- f) For MSMEs (covered under MSME Act), wherever such status claimed by vendor and accepted by BHEL, the payment shall be made within 45 days for Micro and Small category and 60 days for Medium category from material entry date or as prescribed in the relevant act. Other conditions w.r.t. submission of dispatch documents and acceptance of material shall remain the same as elaborated above in Sl. No. 10(d).
- g) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t. availment of Input Tax Credit by BHEL.
- h) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.
- i) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.
- j) **The loading criteria for the different payment terms shall be as under:**

Payment Terms	Days of Loading
From material entry date within 90 /60/ 45 (as applicable) days of supply.	No Loading
Against documents through bank (CAD):	60 days – For Micro & Small categories; 75 days – For Medium Category; 105 days – For Normal Category
Letter of Credit (LC)	120 days
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days difference i.e. difference between 120 days and usance period if the usance period is < 120 days.

*Loading for any deviation in the payment terms wrt NIT terms shall be done as follows:

Repo rate + 4% shall be considered for loading for the period of relaxation sought by bidders.



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11. TAXES & DUTIES

a) The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead). However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

b) GST (Goods and Services Tax)

1. GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
2. The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.
3. Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.
4. Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
5. Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
6. Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
7. Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.



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8. Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -
 - a) Supply of goods and/or services have been received by BHEL.
 - b) Original Tax Invoice has been submitted to BHEL.
 - c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
 - d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
 - e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
 - f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
 - g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
9. Any financial loss arising to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.
10. TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.
11. Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
12. Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
13. In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.
14. Any denial of input credit to BHEL or levy of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.
15. In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.



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16. Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

c) INCOME TAX:

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

d) IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:

Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

12. BANK GUARANTEE

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branches of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website



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<https://hwr.bhel.com>. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branches of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivered product is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) or FOR - BHEL Stores / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate based on the contract conditions. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement/submission of BG/refund of amount paid.

14. QUALITY REQUIREMENT

- a) The vendor's bid / quotation should have specific confirmation regarding meeting all our quality requirements such as (i) Test Certificate (TC) (ii) Guarantee Certificate (GC) / Warranty Certificate (WC) (iii) Quality Plan (QP) (if applicable) and (iv) Pre-Dispatch Inspection at vendor's works (if applicable).
- b) For Indian suppliers, the 3rd party inspection charges are paid by BHEL. Hence, in all such cases, where bids have been received from both Indian and Foreign bidders, the offers of Indian bidders shall be loaded by 0.20% to work out the comparative status of the prices.

15. VALIDITY

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



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16. RIGHT OF ACCEPTANCE

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/ quotations. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE

- a) In case of Ex-Works dispatch by seller, Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to Purchase Department, BHEL, Ranipur, Haridwar (Uttarakhand-India) within 7 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages/ losses suffered by the Purchaser.
- b) In case of FOR Destination dispatch by seller, Transit Insurance shall be arranged by seller.

18. BREACH OF CONTRACT, REMEDIES AND TERMINATION

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.



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- iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

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

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

REMEDIES IN CASE OF BREACH OF CONTRACT:

- 1- Wherein the period as stipulated in the notice issued under above clause 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.
- 2- 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.



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- 3- 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.
- 4- 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.
- 5- 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.
- 6- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- 7- 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.
- 8- In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1. The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
 - a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

Penalty/LD against delay in executed supply in case of Termination of Contract:



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Penalty/ LD against delay in executed supply shall be calculated in line with Clause No. 9(j), for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.

Method for calculation of "Penalty/LD against delay in executed supply in case of termination of contract" is given below. LD

- i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed supply till the time of termination of contract = X
- iii. Let the Total Executable Value of supply for which inputs/fronfs were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
- iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$
- v. Penalty/ LD shall be calculated in line with LD clause [Clause 9(j)] of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.

19. FORCE MAJEURE CLAUSE

1. "Force Majeure" shall mean circumstance which is:
 - a) beyond control of either of the parties to contract,
 - b) either of the parties could not reasonably have provided against the event before entering into the contract,
 - c) having arisen, either of the parties could not reasonably have avoided or overcome, and
 - d) is not substantially attributable to either of the partiesAnd
Prevents the performance of the contract.

Such circumstances include but shall not be limited to:

- i. War, hostilities, invasion, act of foreign enemies.
- ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii. Epidemic, pandemic etc.



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2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not-
 - i. Constitute a default or breach of the Contract.
 - ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure

20. CONSEQUENTIAL LOSS

Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.

21. NON-DISCLOSURE AGREEMENT

The bidders shall enter into the Non-disclosure agreement separately. Format attached.

22. 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



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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.

23. SETTLEMENT OF DISPUTE/ ARBITRATION

Settlement of Dispute -

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per below.

CONCILIATION

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

ARBITRATION

- 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 above clause or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. Delhi International Arbitration Centre and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.



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- 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 arbitral institution. 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.
- 3- After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution i.e. Delhi International Arbitration Centre 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 Retired 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
- 4- The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 5- The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Haridwar.
- 6- The Governing law of contract shall be the substantive law of India.
- 7- 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 Haridwar.
- 8- 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.
- 9- 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.
- 10- 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.
- 11- 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 Sl. No. 10 above. Disputes having cumulative value of less than 10



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crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of 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. 02/0001/2023-AMRCD-FTS-13578 dated 08-12-2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

24. JURISDICTION

The Court situated at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

GOVERNING LAWS

The contract shall be governed by the Law for the time being in force in the Republic of India.

25. DEMURRAGE RESPONSIBILITY

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

26. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE) BENEFITS

MSE Suppliers can avail the intended benefits only if they submit valid "Udhyam Registration certificate" with the offer.

1. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
2. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
3. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.



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4. There will be minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation.
5. The reservation for MSEs owned by SC/ST will be 6.25% {25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises (MSEs)}.
6. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
7. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
8. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
9. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
10. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
11. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
12. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.
13. As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), Traders and agents should not be allowed to avail the benefits extended under the PP Policy. In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.

27. INFORMATION TO THE BIDDERS

- a) Purchase related information is available at our Business-to- Business (B2B) Portal available on our website <https://hwr.bhel.com> . The user ID & password can be obtained by sending a request to concerned purchase executives.



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- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) at hwsdc@bhel.in giving your bidder Code.
- c) Unit of measurement for dimension and weight used in the bid submitted by the vendor must exactly match the units stated in the tender enquiry. Any discrepancy between these units is not acceptable.
- d) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>
- e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills. In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills at <https://hwr.bhel.com>.

28. MAKE IN INDIA (GOVT-NOTIFICATION)

- A. For this procurement, the local content to categorize a supplier as Class-I local supplier / Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against the NIT.
- B. Vendors shall specifically confirm if they are Class-I local supplier or Class-II local supplier or not as per the above-mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of bidding shall be required to indicate percentage of local content and provide self-certification that the offered item meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- C. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) indicating the percentage of Local Content.
- D. For contracts valuing more than Rs 10 crores, local content (in cases of self-certification submitted by bidders at the time of tendering) will be re-verified during execution of contract by Cost/Chartered Accountant, and in case of defaults, penalty up to 10% of the contract value shall be imposed.

29. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2022

All provisions of Order No. F.No.7/10/2021-PPD(1) dated 23/2/2023 of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>).



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Accordingly, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure I of the said Order of DoE.

The definition of Bidder from a country which shares a land border with India shall be as defined at Sl.No. 12 of the said order.

Registration with the competent authority as stipulated in the said order shall be responsibility of the bidder.

Bidder has to submit a certificate certifying following along with the offer:

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

If the bidder is from such country which shares a land border with India, the evidence of valid registration by the Competent Authority shall be attached along with offer. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

30. NOTE

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- d) If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Bharatiya Nyaya Sanhita (BNS), 2023 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal



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provisions Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail which is available at BHEL website <http://www.bhel.com>.

- e) Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
- f) BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- g) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the debarred firms /principal/agents, shall be rejected. The list of debarred firms is available on BHEL web site www.bhel.com.
- h) The bidder along with its associate / collaborators / subcontractors / sub-vendors / consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- i) BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
 - 1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 - 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious, occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.
 - 3. **Compensation in respect of each of the victims:**
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh).
 - 4. **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employees Compensation Act, 1923."
- j) The bidder must comply with applicable laws, rules and regulations throughout the terms of the contract for conducting business and fulfilling obligations under this contract.



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Annexure-1

ONE SIDED

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this “Agreement”) entered into on this day of June, 20.. (the “Effective Date”) By and Between **Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India)**, a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at “BHEL House”, Siri Fort, New Delhi - 110 049, India (hereinafter referred to as “**BHEL**” of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as “BHEL”),

And

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

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

WHEREAS

(A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for _____, for the purpose ofproducts in India (‘the Purpose’);

(B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;

(C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and

(D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

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

1. PURPOSE: Purpose to ne mentioned here.

2. DISCLOSING PARTY. means a Party that discloses the confidential information to the other party under this agreement.

3. RECEIVING PARTY means a Party that receives the confidential information from the other party under this agreement.

4. Confidential Information

(a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be “Confidential Information” for the purposes of this Agreement.



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(b) (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.

(ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.

(c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:

(1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;

(2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;

(3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or

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

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

5. Disclosure

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

(a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection

(b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);

(c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;

(d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;

(e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

(f) not disclose any Confidential Information received by it to any third party; and

(g) not to copy or reverse engineer any such Confidential Information.

(h) not to use the Confidential Information for any purpose other than the Transaction.



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

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

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b) The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.
- (e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information



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(a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.

(b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

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

11. Injunctive remedy

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

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of



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storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

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

14. Survival

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

15. Governing Law & Dispute Resolution

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

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to arbitration. The arbitration shall be conducted by three arbitrators, one to be appointed by each of the Parties and a third arbitrator to be appointed by the mutual consent of the two arbitrators so appointed by the Parties. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be _____ (the place from where the contract is issued)

16. No Publication

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

17. Miscellaneous



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(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Notices

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

Notice if to:

BHEL, then to,

Phone : Fax :

E-mail :



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version June-2026, Rev: 11)

ABC, then to,

(Name)_____

(Designation)_____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

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

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

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



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Annexure-2

BOTH SIDED

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into at _____ on this ____ day of _____ ("Effective Date") by and between;

M/s ABC, a company incorporated under the Laws of Companies Act 1956 and having their registered office at New Delhi - (the "**Discloser**" or "ABC"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor in interest, designates, and permitted assigns.

AND

M/S XYZ _____, a company incorporated under the laws of _____ and having its principle place of business _____ and registered office at _____ represented by its _____ (the "**Recipient**" or "_____"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor in interest, designates, and permitted assigns

Where appropriate, the **Discloser**, the **Recipient** shall individually / neutrally be referred to as "**Party**", and both together as **Parties**. WHEREAS...

A) In connection with (describe transaction/cooperation) or any successor or replacement transaction (the Transaction), the Parties may have exchanged and wish further to exchange certain information on a confidential basis

B) The Parties wish to define their rights and obligations with regard to such information and protect its confidentiality

1. Definition of Confidential Information

(a) For purposes of this Agreement, "Confidential Information" means the information as well as any data or information that is proprietary of the Discloser and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (ii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (iv) plans for products or services, and customer or supplier lists. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the respective Discloser and that the Discloser regards all of its Confidential Information as secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known to the Recipient without a duty of confidentiality prior to receiving the Confidential Information from the respective Discloser; (ii) becomes rightfully known to the Recipient from a third-party source not known (after diligent inquiry) by the Recipient to be under an obligation



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to the respective Discloser to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Recipient in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, but only to the extent of any such disclosure, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by the Recipient without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information

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

- (a) treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder: or
 - c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions: or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient



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acknowledges that Discloser makes no representation or warranty whether express or implied, as to the accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

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

3. Use of Confidential Information

The Recipient agrees to use the Confidential Information solely for the Transaction and not for any purpose other than as authorized by this Agreement without the prior express written consent of an authorized representative of **parties**. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder. Nothing contained herein is intended to modify the parties' existing agreement of the Transaction. All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

4. Term

This Agreement will terminate (i) 5 (five) years after its effective date or (ii) upon effectiveness of a Transaction related agreement provided that such agreement contains confidentiality/non- disclosure provisions- whichever occurs earlier.

Notwithstanding the foregoing, the Recipient's and Discloser's duty to hold in confidence Confidential Information that was disclosed during such term as above.

5. Remedies

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. The affected Discloser shall be entitled to recover all its damages and costs.

6. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of



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storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

7. Notice of Breach

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

8. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed to herein.

9. Applicable Law and Disputes

This Agreement shall be governed by and interpreted in accordance with the laws of India. Any dispute or difference arising out of or in relation to this Agreement, which cannot be resolved through negotiation, would be settled through arbitration in accordance with the Arbitration & Conciliation Act, 1996 time being in force, by appointing sole arbitrator with mutual consent. The seat of arbitration shall be New Delhi. The language of be used in the arbitral proceedings shall be English.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute, shall be resolved by appointing sole arbitrator with mutual consent. The parties shall choose a retired judge of High court of Delhi from the panel list of Delhi International Arbitration Center, High Court of Delhi with mutual consent within 30 days from the date of failure of settlement. The fee of the arbitrator shall be shared by both the parties. The parties however shall bear the cost of arbitration its own.

This NDA shall be governed, construed and interpreted in accordance with the laws of India. Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this NDA.

10. Miscellaneous



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(g) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(h) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(i) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction/arbitral tribunal to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(j) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(k) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors and permitted assigns. and designees.

(l) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

For Recipient: _____

<<<Mr. ____, designation (____)>>>

For Discloser : _____

<<<Mr. ____, designation (____)>>>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witness 1: _____

Witness 2: _____



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Annexure-3

Declaration for 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:

- a) 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;
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- c) 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.
- d) 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 sub-contractor 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.

(Signature of the authorized signatory of the bidder)



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1. GENERAL

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

2. ORIGIN OF QUOTATION

A bidder shall not have conflict of interest with other bidders. Bidders having a conflict of interest shall not be eligible to participate in the tender process.

In this regard, the declaration given in Annexure-3 regarding “Conflict of interest” is required to be submitted by bidders alongwith the tender, which should be signed by the authorized signatory of the bidder.

3. SUBMISSION OF TENDER

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

Bid/Quotation can also be submitted through email communication at email address:
tendercell.heep@bhel.in.

All vendors submitting their bids through e-mail are advised to have following clear subject line: -

1. Tender Enquiry Reference No. _____
2. Bid Opening Date (Part 1, Techno-Commercial). _____



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Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 1.45 pm (IST) on the day of bid opening. However, if no password is received up to 4.00 pm (IST), bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event. The total size of the mail including both attachments must not exceed 25 MB.

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

c) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.

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

f) The bids of the bidders who are on the debarred list and also the bids of the bidders, who engage the services of the debarred firms, shall be rejected. The list of firms debarred by BHEL is available on BHEL website www.bhel.com. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.

h) The bidders will submit Integrity Pact, duly signed by their authorized signatories, along with their bids wherever applicable as per tender terms.

i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <https://www.bhel.com/supplier-registration>.

j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L1 bidder at L1 counter offered rates, if the quantity offered by the L1 bidder is less than the quantity tendered for.

k) In cases of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the bidders shall not be accepted. Only e-portal bid shall be accepted. Also, the technical



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bids and/or the financial bids of different bidders received from the same IP address shall be outrightly rejected and shall not be considered for further evaluation.

l) No interest shall be payable on the security deposit or any other money due to the supplier.

4. TENDER OPENING

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid/ quotations must reach this office vide tender Box/ email (as detailed in Sl. No. 3-a) latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

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

5. SPECIFICATION, DRAWINGS & STANDARD

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature/ catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.
- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid.
- c) Bidders need to quote their prices on CIF any sea port in Mumbai (unless other seaport is specified in the tender enquiry) or FCA basis to the named airport in any Internationally freely tradable currency only. The name of the currency should be clearly indicated in the bids.
- d) For sea transportation, BHEL reserves the right to reject offers not quoting as per tender terms.



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In case BHEL decides to accept FOB delivery terms, following loading criteria shall be used for arriving at equivalent CIF prices. –

1. By 5% in case of shipment in 20 ft/40 ft GP containers,
2. Or, by 10% for other types of containers or Breakbulk cargo.

The suppliers are required to submit packing details and the type of cargo, whether container cargo or breakbulk cargo, in their offers. In case, suppliers do not provide packing detail and type of cargo in their quotation, then loading by maximum value i.e. 10% will be done on quoted FOB price. Equivalent CIF will be worked out in the above manner for offers quoting on FOB basis and the CIF so calculated will be used to work out comparative status of the prices against the tender.

e) For evaluation of bids, 0.25 % of CIF Value / Equivalent CIF towards port handling charges and 1.5 % of CIF Value or actual freight charges as per BHEL freight rate contract, whichever is higher, shall be loaded towards inland freight in the prices for ascertaining the landed cost to decide the comparative status of the prices.

f) Basis of Evaluation for Bid / Quotation in foreign currency:

Currency of Evaluation shall be INR. Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:

- i. Single part bid – Date of tender opening.
- ii. Two / Three-part bid – Date of part 1 opening.
- iii. Reverse auction – Date of part-1 opening.

Note: - Financial evaluation of bids will be on the basis of Landed Cost to BHEL.

g) Evaluation of Indian Agents Commission:

1. BHEL prefers to deal directly with manufacturer, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure mandatory submission of Agency Agreement.
2. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted FOB / CIF price and if payable by BHEL shall be converted to Indian Rupees at TT buying rates of exchange prevailing on technical bid opening date which shall not be subjected to any further exchange rate variation. The same will be paid in Indian Rupees on receipt & acceptance of Materials or its installation at destination, as the case may be.
3. In a tender either the OEM/ Principal or its authorized Indian agent can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM / Principal and its authorized agent submit their bids separately, in that case only the offer of OEM / Principal can be considered
4. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.



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h) While submitting your bids please clearly indicate:

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

7. REVERSE AUCTION

Wherever Reverse Auction (RA) is declared in the special terms and conditions of tender enquiry, the following shall be applicable and Bidders to confirm their acceptance for the same:

"BHEL shall resort to Reverse Auction (RA) for this tender (*RA Guidelines are available at www.bhel.com*).

Price bids of all eligible techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder does not participate in online Reverse Auction, the bidder's sealed envelope price bid along with the applicable loading, if any, shall be considered for ranking."

8. DELIVERY TERMS

- a) Goods shall be dispatched by sea, unless otherwise agreed in the tender enquiry or purchase order.
- b) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the cases, Trans-shipment condition in BHEL purchase order/letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600, of International Standard Banking procedures issued by International Chamber of Commerce (ICC).
- c) Any demurrage/Godown Rent payable to the Port Authorities due to any delay attributable to the supplier will be recovered from supplier's account.
- d) A Certificate of Origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- e) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages/wharfares, if any paid by BHEL (for stated reasons).
- f) Except Ex-works cases, load port charges shall be settled by the supplier and not be passed on to BHEL in the form of destination charges.



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- g) In the event of bidder offering CIF delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container/High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- h) In case of CIF delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- i) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- j) In case of CIF contract, bidder to supply the material through a Certified Sea worthy vessel.
- k) The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.
- l) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- m) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- n) NNDs (Non-Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in Para "o" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to BHEL Nominated CFS.
- o) **Information related to OBL / AWB Documents:**

I. Consignee name and address should be same as mentioned in the Purchase order.

II. Notify party: Name and address will be as follows :(For discharge port Mumbai or Nhava Sheva)

Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba,
Mumbai -400005

Email: mssea@bhel.in (in case of Sea Shipments)

Email: msair@bhel.in (in Case of Air shipments)

For latest update, please refer our web site: <https://hwr.bhel.com>

III. OBL should clearly mention the Indian agent address and contact details.



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IV. OBL should be issued as per UCP 600.

V. In case of shipments other than FOB, OBL should mention the container detention free period.

VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading/AWB directly to BHEL Mumbai office (Address at Para 'o' above) with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

9. PENALTY/ LIQUIDATED DAMAGE (LD) FOR LATE DELIVERY

a) Where items of Purchase Order are independently usable.

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

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

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

In case of CIF shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of penalty/LD, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of penalty/LD.

In case of FOB shipment, where date of BL is considered as date of delivery for the purpose of LD, or in case where BHEL accepts the date of inspection as the date of delivery for the purpose of LD, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date or from the date of inspection, respectively.

The delay in shipment due to late intimation to BHEL nominated freight forwarder and not attributable to BHEL will be considered for application of PENALTY/LD.

c) Delivery in Case of Rejection: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.



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- d) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- e) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- f) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- g) The delivery date for LD purpose will be the Bill of Lading Date/ Air way bill date/ Inspection date, as applicable.
- h) BHEL will load maximum Penalty/LD under LD clause, to the extent the same is not agreed by the bidder, for the purpose of working out the comparative statement of prices of bidders.
- i) Payment shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.
- j) Penalty/LD, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of Penalty/LD, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. PENALTY/LD leviable upon the supplier is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the supplier. Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

10. PAYMENT TERMS

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Original Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.

NNDs (Non-Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in Para "8(o)" (above), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to BHEL Nominated CFS.}



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d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

e) 100% payment shall be made within 90 days from material entry date subject to submission of non-discrepant documents by vendor and acceptance of material by BHEL as per terms and conditions of Purchase Order. In case any objection is found in documents/material, BHEL will notify the same to supplier within 15 days of receipt of material. In such a case, the payment shall be made to the vendor within 90 days of the day such objection is satisfactorily addressed by the vendor.

f) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

The loading criteria for the different payment terms shall be as under:

Payment Terms	Days of Loading
Within 90 days of supply reckoned from material entry date	No Loading
Against documents through bank (CAD):	105
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days difference i.e. difference between 120 days and usance period if the usance period is < 120 days.

*Loading for any deviation in the payment terms wrt NIT terms shall be done as follows:

Repo rate + 4% shall be considered for loading for the period of relaxation sought by bidders.

11. BANK GUARANTEE

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

12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS

a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the



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delivered product is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) or FOR - BHEL Stores / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate based on the contract conditions. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement/ submission of BG/refund of amount paid.

13. QUALITY REQUIREMENT

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

14. VALIDITY

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

15. RIGHT OF ACCEPTANCE

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids/ quotations. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.



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- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

16. TRANSIT INSURANCE

- a) For despatches on CIF or DDP basis, the Transit Insurance shall be in the scope of the seller.
- b) For despatches on CFR, FOB & FCA basis, the Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/AWB, Invoice value etc.) to Purchase department, BHEL, Ranipur, Haridwar (Uttarakhand -India) within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser

17. PHYTOSANITARY CERTIFICATE

- a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer / dispatch documents that the required phytosanitary certificate will be submitted.
- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

18. BREACH OF CONTRACT. REMEDIES AND TERMINATION

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.



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v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

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

vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

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

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

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

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

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

REMEDIES IN CASE OF BREACH OF CONTRACT:

- 1- Wherein the period as stipulated in the notice issued under above clause 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.
- 2- 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.



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- 3- 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.
- 4- 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.
- 5- 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.
- 6- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- 7- 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.
- 8- In addition to the above, imposition of PENALTY/LD, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1. The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
 - a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.



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PENALTY/LD against delay in executed supply in case of Termination of Contract:

- a) Penalty/LD against delay in executed supply shall be calculated in line with "Clause 9(j)", for the delay attributable to Supplier/Vendor. For limiting the maximum value of penalty/LD, contract value shall be taken as Executed Value of supply till termination of contract.
- b) Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.
 - i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
 - ii. Let the value of executed supply till the time of termination of contract = X
 - iii. Let the Total Executable Value of supply for which inputs/fronTS were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
 - iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$
 - v. Penalty/LD shall be calculated in line with penalty/LD clause [Clause 9(j)] of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.

19. FORCE MAJEURE CLAUSE

1. "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract.

Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.



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v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.

vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

vii) Epidemic, pandemic etc.

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

3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not-

i) Constitute a default or breach of the Contract.

ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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

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

20. CONSEQUENTIAL LOSS

Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.



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21. NON-DISCLOSURE AGREEMENT

The bidders shall enter into the Non-disclosure agreement separately. Format attached.

22. 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.

23. SETTLEMENT OF DISPUTES / ARBITRATION

SETTLEMENT OF DISPUTE

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per below.

CONCILIATION

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

ARBITRATION



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- 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 above clause or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. Delhi International Arbitration Centre and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 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 arbitral institution. 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.
- 3- After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution i.e. Delhi International Arbitration Centre 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 Retired 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
- 4- The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- 5- The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Haridwar.
- 6- The Governing law of contract shall be the substantive law of India.
- 7- 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 Haridwar.
- 8- 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.
- 9- 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.
- 10- 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



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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.

- 11- 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 Sl. No. 10 given above. 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.

24. JURISDICTION

The Court situated at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

GOVERNING LAWS

The contract shall be governed by the Law for the time being in force in the Republic of India.

25. INFORMATION TO THE BIDDERS

- a) Purchase related information is available at our Business-to- Business (B2B) Portal available on our website <https://hwr.bhel.com> The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) at hwsdc@bhel.in giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) **Unit of measurement for dimension and weight used in the bid submitted by the vendor must exactly match the units stated in the tender enquiry. Any discrepancy between these units is not acceptable.**
- g) 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



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bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

- h) Supplier must upload digitally signed e-Invoice on B2B portal (<https://hwr.bhel.com>) for processing of Bills. In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

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

All provisions of Order No. F.No.7/10/2021-PPD(1) dated 23/2/2023 of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurementpolicy-divisions>).

Accordingly, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annexure I of the said Order of DoE.

The definition of Bidder from a country which shares a land border with India shall be as defined at Sl.No. 12 of the said order.

Registration with the competent authority as stipulated in the said order shall be responsibility of the bidder.

Bidder has to submit a certificate certifying following along with the offer:

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

If the bidder is from such country which shares a land border with India, the evidence of valid registration by the Competent Authority shall be attached along with offer. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

27. NOTE

- Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.



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- d) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers/ contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.
- e) The bidder along with its associate / collaborators / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- f) BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- g) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the debarred firms /principal/agents, shall be rejected. The list of debarred firms is available on BHEL web site www.bhel.com.
- h) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious, occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.
 3. **Compensation in respect of each of the victims:**
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh). **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employees Compensation Act, 1923."
- i) The bidder must comply with applicable laws, rules and regulations throughout the terms of the contract for conducting business and fulfilling obligations under this contract.



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Annexure-1

ONE SIDED

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this “**Agreement**”) entered into on this day of June, 20.. (the “**Effective Date**”) By and Between **Bharat Heavy Electricals Limited (a Public Sector Undertaking of Government of India)**, a company incorporated under the Companies Act, 1956 and having its registered office at having its registered office at "BHEL House", Siri Fort, New Delhi - 110 049, India (hereinafter referred to as "**BHEL**" of which the expression shall unless repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) (hereinafter referred to as "BHEL"),

And

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

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

WHEREAS

(A) The Disclosing Party and The Receiving Party wish to explore and discuss the potential of certain mutually advantageous business relationships for _____, for the purpose ofproducts in India ('the Purpose');

(B) The Disclosing Party, in furtherance of such business relationship, will disclose certain information, including but not limited to, scientific, development, financial, marketing, sales or other proprietary information;

(C) The Receiving Party and the Disclosing Party wish to protect and preserve the confidentiality of such information provided by the Disclosing Party to the Receiving Party by preventing its unauthorized disclosure and use, in accordance with the terms of this Agreement; and

(D) The Receiving Party agrees to hold such information in strict confidence and not to disclose or to use, directly or indirectly, for any purpose other than the performance of this Agreement

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

1. PURPOSE: Purpose to ne mentioned here.

2. DISCLOSING PARTY. means a Party that discloses the confidential information to the other party under this agreement.

3. RECEIVING PARTY means a Party that receives the confidential information from the other party under this agreement.

4. Confidential Information

(a) Subject to the provisions of this Agreement, all information disclosed by the Disclosing Party to the Receiving Party, shall be deemed to be "Confidential Information" for the purposes of this Agreement.



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(b) (i) It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, producing any such sample, medium, test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. The Confidential Information shall also include all reports, notes or other material prepared by the Receiving Party based on the Confidential Information and/ or any discussion thereon.

(ii) Confidential Information includes information disclosed by the Disclosing Party or by any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.

(c) Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:

(1) is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;

(2) is known by the Receiving Party at the time of receiving such information as evidenced by its records;

(3) is discovered/independently developed by the Receiving Party independent of any disclosures by the Disclosing Party; or

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

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

5. Disclosure

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

(a) Shall treat as confidential and safeguard all information disclosed and/or its Affiliates in connection

(b) to hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);

(c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;

(d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;

(e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

(f) not disclose any Confidential Information received by it to any third party; and

(g) not to copy or reverse engineer any such Confidential Information.

(h) not to use the Confidential Information for any purpose other than the Transaction.



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

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

6. Restriction on Use

- (a) The Receiving Party and its Representatives shall hold the Confidential Information received from the Disclosing Party in confidence, and shall not, directly or indirectly:
 - (i) disclose the Confidential Information to any third party; or
 - (ii) use the Confidential Information for any purpose other than the permitted Purpose.
- (b) The Receiving Party shall not use the Confidential Information for any purpose or in any manner, which would constitute a violation of any applicable laws or regulations, directly or indirectly.
- (c) The Confidential Information shall be the property of the Disclosing Party. No rights, licenses or interests including, but not limited to, trademarks, inventions, copyrights or patents are implied, transferred or granted in relation to the Confidential Information provided by the Disclosing Party to the Receiving Party under this Agreement.
- (d) The Receiving Party shall not reproduce the Confidential Information in any form except as needed for the Purpose of the Agreement as set out above or with the prior written consent of the Disclosing Party.
- (e) All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

7. Protection of Confidential Information

- (a) The Receiving Party represents and warrants that it shall protect the Confidential Information received with utmost care and diligence.



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(b) All Confidential Information shall be promptly returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

8. No Further Warranties

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

9. No Further Business Arrangement

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

10. Term

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

11. Injunctive remedy

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

12. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this



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agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

13. Notice of Breach

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

14. Survival

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

15. Governing Law & Dispute Resolution

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

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

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

16. No Publication

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



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17. Miscellaneous

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(e) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(f) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Notices

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

Notice if to:

BHEL, then to,

Phone : Fax :

E-mail :



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ABC, then to,

(Name) _____

(Designation) _____

Phone :

Fax :

E-mail :

19. Counterparts, Telefax Signatures

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

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

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



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Annexure-2

BOTH SIDED

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into at _____ on this ____ day of _____ ("Effective Date") by and between;

M/s ABC, a company incorporated under the Laws of Companies Act 1956 and having their registered office at New Delhi - (the "**Discloser**" or "ABC"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor in interest, designates, and permitted assigns.

AND

M/S XYZ _____, a company incorporated under the laws of _____ and having its principle place of business _____ and registered office at _____ represented by its _____ (the "**Recipient**" or "_____"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor in interest, designates, and permitted assigns

Where appropriate, the **Discloser**, the **Recipient** shall individually / neutrally be referred to as "**Party**", and both together as **Parties**. WHEREAS...

A) In connection with (describe transaction/cooperation) or any successor or replacement transaction (the Transaction), the Parties may have exchanged and wish further to exchange certain information on a confidential basis

B) The Parties wish to define their rights and obligations with regard to such information and protect its confidentiality

1. Definition of Confidential Information

(a) For purposes of this Agreement, "Confidential Information" means the information as well as any data or information that is proprietary of the Discloser and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (ii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (iv) plans for products or services, and customer or supplier lists. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the respective Discloser and that the Discloser regards all of its Confidential Information as secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known to the Recipient without a duty of confidentiality prior to receiving the Confidential Information from the respective Discloser; (ii) becomes rightfully known to the Recipient from a third-party source not known (after diligent inquiry) by the Recipient to be under an obligation to the respective Discloser to maintain confidentiality; (iii) is or becomes publicly available through no



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fault of or failure to act by the Recipient in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, but only to the extent of any such disclosure, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by the Recipient without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information

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

- (a) treat as confidential and safeguard all information disclosed and/or its Affiliates in connection
- (b) hold the Confidential Information in strict confidence and to take all necessary precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials);
- (c) limit disclosure of any Confidential Information to its concerned directors, officers and employees, (collectively "Representatives") strictly only to who have a need to know such Confidential Information in connection with the Transaction between the parties to which this Agreement relates, and only for that purpose;
- (d) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require in writing such Representatives to keep the Confidential Information confidential;
- (e) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;
- (f) not disclose any Confidential Information received by it to any third party; and
- (g) not to copy or reverse engineer any such Confidential Information.
- (h) not to use the Confidential Information for any purpose other than the Transaction.
- (i) not use the information for any scientific research or any other research.
- (j) Confidential information does not include information:
 - a. Which is generally available to the public other than as a result of a breach of this Agreement; or
 - b. Which is already in the possession of Recipient without restriction prior to any disclosure hereunder: or
 - c. Which is or has been lawfully disclosed to Recipient by someone who is free lawfully to disclose the same without confidentiality restrictions: or
 - d. Which is independently developed by Recipient or its Affiliates and no Confidential information disclosed hereunder has been used directly or indirectly in such development; or
 - e. Whose applicable period of confidentiality pursuant hereto, or such other period specifically agreed to in writing by the parties, has ended
- (k) This agreement is not intended to, and does not, oblige either party to enter into any further agreements or to proceed with the transaction, any possible relationship or other transaction. Recipient acknowledges that Discloser makes no representation or warranty whether express or implied, as to the



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accuracy or completeness of Confidential information, and Discloser disclaims any and all liability unless contained in any definitive agreement.

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

3. Use of Confidential Information

The Recipient agrees to use the Confidential Information solely for the Transaction and not for any purpose other than as authorized by this Agreement without the prior express written consent of an authorized representative of **parties**. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder. Nothing contained herein is intended to modify the parties' existing agreement of the Transaction. All the title and rights in the Confidential Information shall be reserved with the respective Discloser and/or its licensors and no rights or obligations other than those expressly set out in this Agreement are granted or to be implied from this Agreement. In particular no license is granted to the Recipient, directly or indirectly, by this Agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future.

4. Term

This Agreement will terminate (i) 5 (five) years after its effective date or (ii) upon effectiveness of a Transaction related agreement provided that such agreement contains confidentiality/non- disclosure provisions- whichever occurs earlier.

Notwithstanding the foregoing, the Recipient's and Discloser's duty to hold in confidence Confidential Information that was disclosed during such term as above.

5. Remedies

The Recipient acknowledges that the Confidential Information to be disclosed hereunder is commercially sensitive of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Recipient hereby agrees that the affected Discloser shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. The affected Discloser shall be entitled to recover all its damages and costs.

6. Return of Confidential Information

Recipient shall immediately return and redeliver to the respective Discloser all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the



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parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) any breach of this agreement, in which case the party in breach shall also be liable towards the Disclosers under the law and this Agreement or (iv) at such time as the respective Discloser may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the respective Discloser may immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction).

7. Notice of Breach

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

8. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed to herein.

9. Applicable Law and Disputes

This Agreement shall be governed by and interpreted in accordance with the laws of India. Any dispute or difference arising out of or in relation to this Agreement, which cannot be resolved through negotiation, would be settled through arbitration in accordance with the Arbitration & Conciliation Act, 1996 time being in force, by appointing sole arbitrator with mutual consent. The seat of arbitration shall be New Delhi. The language of be used in the arbitral proceedings shall be English.

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute, shall be resolved by appointing sole arbitrator with mutual consent. The parties shall choose a retired judge of High court of Delhi from the panel list of Delhi International Arbitration Center, High Court of Delhi with mutual consent within 30 days from the date of failure of settlement. The fee of the arbitrator shall be shared by both the parties. The parties however shall bear the cost of arbitration its own.

This NDA shall be governed, construed and interpreted in accordance with the laws of India. Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this NDA.

10. Miscellaneous

(g) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.



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(h) Any failure by a Discloser to enforce the Recipient's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(i) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction/arbitral tribunal to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(j) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, and (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch.

(k) Parties shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the Disclosers, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors and permitted assigns. and designees.

(l) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

For Recipient: _____

<<<Mr. ____, designation (____)>>>

For Discloser : _____

<<<Mr. ____, designation (____)>>>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witness 1: _____

Witness 2: _____



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Annexure-3

Declaration for 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:

- a) 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;
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- c) 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.
- d) 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 sub-contractor 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.

(Signature of the authorized signatory of the bidder)

INTEGRITY PACT**Between**

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

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

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

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

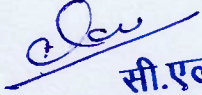
Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.


सी.एल.मीणा
C.L. Meena
 For & On behalf of the Principal
 वरिष्ठ अधिकारी (क्रय-बी.ओ.आई.)
 (Office Seal)
Or Manager (Purchase-BOI)
BHEL, Ranipur, Haridwar

Place _____

Date _____

Witness: _____

(Name & Address) _____

HEEP, BHEL, HARIDWAR

For & On behalf of the Bidder/ Contractor
 (Office Seal)

Witness: _____

(Name & Address) _____