BHARAT HEAVY ELECTRICALS LIMITED , Heavy Electrical Equipment Plant Ranipur, Haridwar – 249 403 (UK), India



BHEL Tender Enquiry ref No. B/4011/2024/3959/V1 for the requirement of LP BYPASS SYSTEM WITH SPARES for NTPC LARA AND SINGRAULI projects on GeM Portal

LIST OF ENCLOSURES

	<u>Document</u>	Number of pages
1.	PRE-QUALIFICATION REQUIREMENT	04
2.	SCOPE OF SUPPLY (ANNEXURE-I)	01
3.	BUYER SPECIFIC TERMS & CONDITIONS OF TENDER	18
4.	MADE IN INDIA DECLARATION FORMAT	01
5.	FCA FORMAT	07
6.	FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY	03
7.	INTEGRITY PACT	05
8.	BHEL QP NO QA/BI/QP/114 REV.02	11
9.	ANNEXURE B (CUSTOMER9S APPROVAL & PROVENNESS REQREQUIREMENT)	14
10.	NTPC APPROVED CATEGORIZATION CUM VENDOR LIST	01
	TOTAL PAGES	65

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PRE-QUALIFICATION REQUIREMENTS FOR "LP BYPASS SYSTEM"

No.	Pre-Qualification Requirements (Bidder to meet either Clause 1 or Clause 2 of PQR, as applicable)	Bidder's Response
1.	a. The bidder should be Original Equipment manufacturer (OEM) of LP Bypass System [consisting of electro-hydraulically actuated LP Bypass Valve along with Water Injection Valve and Hydraulic Power Supply Unit (HPSU)]. The bidder to confirm that they have previously designed, manufactured, tested, supplied, erected & commissioned LP Bypass System for 660MW or higher capacity steam turbine unit. Further, design temperature for LP Bypass Valve should be 593° C or above.	(a) Yes/No
	b. The bidder to confirm that the equipment(s) as per Clause No. 1.a above are in successful operation in at least one (1) plant for a period not less than one (1) year before the date of issuance of enquiry.	STORIES 500
	c. The bidder to also confirm that they have previously supplied & commissioned the required instrumentation i.e. Transmitters, Switches and gauges compatible with HPSU/FHA's of LPRP	(c) Yes/No
	system for steam turbine applications. The bidder to also submit experience details as per Annexure-A (copy enclosed) of supplied LPBP system complying the requirements mentioned at clause no. 1a, 1b & 1c above. Further, the date of issue of experience certificate shall not be earlier than 15 years from the date of issuance of enquiry.	(d) Yes/No
	OR	
	The bidder (A Joint Venture/ Subsidiary Company/Sister Company/Collaborator company) formed for manufacturing and supply of LPBP system in India can be considered, provided it has a valid collaboration or licensing agreement for design, engineering & manufacturing of LP Bypass system in India with a qualified equipment manufacturer (QEM) who meets the requirements stipulated at Clause-1 above. Further, the bidder to ensure that Collaboration/Licensing agreement shall remain valid for at least seven (7) years from the date of issuance of enquiry. The bidder to furnish the following documents/confirmation: i. Annexure-A with Experience details of Qualified Equipment manufacturer (QEM) for LPBP system as per Clause No. 1.d above. ii. Filled-in Annexure-B along with Valid Collaboration/Licensing agreement as per Annexure-B. iii. Annexure-C (Declaration filled & signed by QEM) iv. Confirmation to submit DJU in which the executants of the DJU shall be jointly and severally liable for the successful performance of the equipment. v. Confirmation that LPBP system equipments viz. LPBP valve, EHA, HPSU, Casting and Forgings shall be procured from its QEM or QEM approved sub-vendor only. QEM approved sub-vendor list may be furnished to BHEL for review.	(a) Yes/No Document enclosed i Yes/No ii Yes/No iii Yes/No iv Yes/No

Signature of authorized signatory.... (Name & Designation with seal)

Notes: -

1. Against Bidder's replies, BHEL reserves the right to ask for more information/documents/clarifications. Bidder's offer shall not be considered if Bidder fails to furnish the document/information/clarifications as mentioned above or Bidder doesn't meet the above acceptance criteria.

ANNEXURE-A

No.	Details	BHEL Requirement	Bidder's Response
1.	Name of the station and its Location		
2.	Client name and its address, Fax no. & Tel. No.		
	Name, designation, e-mail ID & Mobile No. of the responsible person in client's organization		
	Purchase Order No. & Date		
5.	Capacity/Rating in MW of individual Steam Turbine Unit	≥ 660 MW	
6.	No. of Units		
7.	Date of Commissioning of LPBP system		
8.	Date of Commencement of Successful Operation	(0.0)	
9.	Years of successful operation as on date of issuance of enquiry	1 years (Min.)	
10.	Mandatory enclosures: - Certificate of satisfactory operation from their client/end user. Further, experience certificate shall contain at least the following information: i. Name of supplier ii. Name of power plant & Unit rating (in MW) in which LPBP system is installed iii. Design flow, pressure & temperature of LPBP valve iv. Operating flow, pressure & temperature of LPBP valve v. Performance status of LPBP system vi. Date of commissioning of LPBP system/Power plant start date/ plant synchronization date vii. Date of issuance of certificate		
11.	LPBP system designed by: (Please indicate separately for each point below) a. Design/ Sizing calculations of LPBP valve done by b. Design/ Sizing calculations of Desuperheater of LPBP valve done by c. Design/ Sizing calculations of Actuators of LPBP valve done by d. Design/ Sizing calculations of Water Injection valve done by e. Design/ Sizing calculations of Actuator of Water Injection valve done by f. Design/ Sizing calculations of HPSU done by		
12.	LPBP system manufactured by: (Please indicate separately for each point below) a. LPBP valve manufactured by b. Desuperheater of LPBP valve manufactured by c. Actuators of LPBP valve manufactured by d. Water Injection valve manufactured by e. Actuator of Water Injection valve manufactured by f. HPSU manufactured by		
13.			
14.		> 593° C	
15.		2 333 C	
16. 17.	Design steam flow & pressure Type of actuator of LPBP Valve	Electro-Hydraulic	
_ 2500	Type of LPBP Valve (Single Stem/Double Stem)/ size		
18.			
19.	(10001/-)		
20.	and the second second value		
21.	The state of the s		
22.			
23.	Operating Hydraulic Pressure		
24.			
25.	- IId>		
	Spray Water Press/Temp. (ata/deg.)		

Information against SI. No.1-17 are to be mandatorily provided by the bidders. Further, the bidder to submit all supporting documents like Sizing calculations, datasheet & drawings of supplied LPBP Valve (with Actuators), Water Injection Valve (with actuator) & HPSU and schematic drawings of actuators & HPSU along with their functional write-up for BHEL information.

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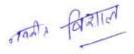
Annexure-B

Details of Collaboration agreement between bidder (Indian JV /Subsidiary/Sister/ collaborator Company) and Qualified equipment manufacturer for manufacturing & supply of LPBP System

SL. NO.	Item Description	BHEL Requirement	Applicable data
1.	Name and address with telephone no. of the bidder (Indian JV/subsidiary company/Sister/collaborator Company) proposed for manufacturing & supply of LP Bypass system.		
2.	Name and address with telephone no. of the Authorised representative(s) of bidder (Indian JV/subsidiary company/ Sister/ collaborator Company)		
3.	Name and address with telephone no. of qualified equipment manufacturer Company who meets the requirement of clause 1 of Pre-qualification requirement (PQR).		
4.	Name and address with telephone no. of the Authorised representative(s) of qualified equipment manufacturer company) meeting clause no. 1 of PQR.		
5.	M/s. (Indian JV/subsidiary / Sister /collaborator Company has a valid collaboration or licensing agreement with M/s (/ qualified equipment manufacturer company) for design, Engineering, manufacturing & supply of LP	The Bidder to furnish valid collaboration/licensing agreement which should be in place within one month from the date of issuance of enquiry and shall be maintained for a lock-in period of seven (7) years from the date of issuance	
6.	Bypass system in India. The Bidder to furnish commitment for lock in period	of enquiry.	
J.	for technology collaboration or licensing agreement.	Confirmation to be provided by the Bidder	
7.	Date of Commencement/date of agreement of collaboration or licensing agreement.	within one month from the date of issuance of enquiry	
8.	Validity/End date of collaboration or licensing agreement.	Minimum Seven years from the date of issuance of enquiry	
9.	Established manufacturing & testing facility for LPBP system at Bidder's works duly verified by Qualified equipment manufacturer	Confirmation to be provided by the Bidder	

The Bidder to submit documentary evidence in support of above requirements.

Signature of	of authorized signatory	
	(Name & Designation v	with seal)



Annexure-C

DECLARATION

[to be signed by the Qualified Equipment Manufacturer

		QEM (M/s	
Refe	erence:	BHEL tender enquiry no for supp	ply
		of LP Bypass system against projects	
		by Bidder(M/s)	
1.	We hereby	y confirm that: -	
	a) The Bi	idder have established manufacturing and testing facilities at its works as per QEM de-	sign,
	manufa enquir	facturing and quality control system for LP Bypass system being offered in the BHEL te	nder
		all submit DJU in which each of the executants of the DJU shall be jointly and severally l	iable
	for the	e successful performance of the LP Bypass system equipment (preferably within one m	
	100 LL 140 LL 100 LL	cement of order by BHEL).	
		of ordering of LP Bypass system by BHEL to the bidder, the QEM hereby declare that: -	or I D
a)		ensure that collaboration agreement named between QEM & bidder for	
		ystem equipments being offered in the BHEL tender enquiry shall remain valid for at	least
		years from the date of issuance of enquiry.	otom
b)		provide all design, design calculations, manufacturing drawings etc. of LP Bypass sy provide technical and quality surveillance, assistance and supervision during manufacture.	
	testing, er	rection & commissioning of LP Bypass system being offered in the BHEL tender enquiry.	į
c)	We shall	provide approved sub vendor list for LPBP system equipments being offered in the E	3HEL
	tender en	quiry viz. LPBP valve, EHA, HPSU, Casting and Forgings for procurement by bidder.	
d)		take guarantee of the process and will be responsible for all warranty issues for complety ystem supplied by the bidder.	te LP
۵۱	The second secon	author/vett LP Bypass system documents submitted by the bidder, after placement of	order
c)		v & approval by BHEL/end customer.	
f)		provide the required technical & service support or alternative solutions for any is	ssues
.,		during operation of LP Bypass system.	
Enclo	osures (if ar	iny): -	
	200		
D	ate:	Signature of authorized signatory	
		[Qualified Equipment Manufacturer (QEM)]	
		(Name & Designation with seal)	

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Purchase Indent No. 20243959 rev 00

1. Total scope of supply against 2x800 MW Lara & 2x800 MW Singrauli project shall be as per the details given below:

SL. No	Description	Quantity/ Quantity for 2 Units of		
1.	LP Bypass Valve with EHA & Desuperheater	each project 02 Sets 04 Sets		
2.	Hydraulic Power Supply Unit (HPSU)	01 Set	02 Sets	
3.	Water Injection Control Valve with Hydraulic Actuator	02 Nos.	04 Nos.	
4.	Flow Nozzle for WIV	02 Nos.	04 Nos.	
5.	Dump Tube	02 Nos.	04 Nos.	
6.	Steam Blowing devices for LPBP valves (Refer Point No. 4)	02	Sets	
7.	Hydraulic test devices for LPBP valve (Refer Point No. 4)	02 Sets		
8.	Assembly & disassembly device	01 Set		
9.	Flushing Device for Control Fluid System	01 Set		
10.	Filling and gauging device for hydraulic accumulator	01 No.		
11.	Motorized/ Manually operated control fluid pump for filling of fluid in CF Tank for HPSU	01 No.		
12.	Special tools & tackles as per clause-8.0 of ST47050 (Refer Point No. 3)	01 set		
13.	Mandatory spares as per BHEL Drg No.3-12300-21099 (Refer Point No5)	01 Set		
14.	Commissioning Spares as BHEL Drg No.3-12300-56005	01 Set 02 Sets		
15.	Servo Valve (as spare)	01 No. each type & model		
16.	Solenoid Valve (as spare)	01 No. each type & model		
17.	Supervision and Training to customer during erection and commissioning at site for each TG set	To be provided at site		

2. Following BHEL Drawings/specification may be referred:

- a. Drg. No.2-12300-21000 Rev. 00 (sh.01 &sh.02) for 'LP Bypass System'.
- b. ST47050 Rev.02 and 'C&I Addendum to ST47050 (Lara, Singrauli)'
- c. Drg. No. 3-12300-21001 Rev.00 for 'Input/Process data for LPBP valve and actuators'.
- d. Drg. No. 3-12300-21002 Rev.00 for 'Arrangt. of LPBP valve along with associated equipment'.
- e. Drg. No.2-12300-21003 Rev.00 for 'Water Injection valve with Actuator'.
- f. Drg. No.3-12300-56005 Rev.03 for 'Commissioning spare parts for LP Bypass System.'
- g. Drg. No.3-13360-90501 for 'Flow Nozzle for W.I.V.'
- h. Drg. No.1-12300-32004 for 'Schematic Diagram HPSU'
- i. Drg. No.3-12300-21099 Rev 00 for 'Mandatory spares'.
- j. Drg. No.0-12321-21000 Rev.00 for 'Suspension of LP Bypass valve'.
- k. Drg. No.1-12300-56008 Rev 00 for 'Recommended Spares'.
- l. Annexure-IIA & IIB (Check list to be submitted along with the offer).
- m. Annexure-III (Master list of documents).
- n. Annexure-6 for 'e-learning module package.'
- o. Annexure-B, C & Form-1, 2, F for 'Provenness requirement of vendor approval' by customer.
- p. ST22007, HW0232898 for FRF & packing specification
- 3. In case special tools & tackles are not offered, these will have to be supplied free of cost, if required, at any stage of the project in future.
- 4. Additional 2 set of packing/ gaskets applicable for steam blowing and Hydraulic test devices shall also be supplied by the vendor to take care the requirement against Unit-2 of each project.
- 5. Soft & Hard copies of O&M manuals to be supplied as per special instructions in purchase indent for each project.
- 6. e-learning package module to be supplied for LP Bypass system as per special instructions in purchase indent for each project.

BHEL Ref. No.: B/4011/2024/3959/GeM

BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS ITEM NAME: LP BYPASS SYSTEM AND ITS MANDATORY SPARES PROJECTS: NTPC LARA AND SINGRAULI

1. SCOPE OF ENQUIRY:

E-bids on GeM portal are invited from bidders for the supply of LP BYPASS SYSTEM AND ITS MANDATORY SPARES and its Mandatory Spares for NTPC LARA AND SINGRAULI as per requirement mentioned below:

SI.	Material Code & Item Description	Project wise quantity	LOT Quantity & Delivery
No.			schedule
1	W90312300603 DRG: 21230021000 REV:00 LP BYPASS VALVE WITH EHA AND DESUPERHEATER, HPSU, WIV, FLOW NOZZLE, DUMP TUBE SPEC: ST47050 REV: 02	LARA U-1 – 01 SET LARA U-2 – 01 SET SINGRAULI U-1 – 01 SET SINGRAULI U-2 – 01 SET Total qty- 04 SETS	LARA U-1 – 04.07.2026 LARA U-2 –04.11.2026 SINGRAULI U-1 – 10.12.2026 SINGRAULI U-2 – -10.04.2027
2	W99312302043 DRG: 31230021099 REV:00 MANDATORY SPARES FOR LP BYPASS SYSTEM	LARA SPARES - 01 SET SINGRAULI SPARES - 01 SET Total qty- 02 SETS	LARA SPARES – 29.06.2026 SINGRAULI SPARES -02.06.2027

2. Project Detail:

Project Name	ITEMS TO BE DISPACHED DIRECTLY TO 2X800 MW NTPC LARA PROJECT
Consignee Address	NTPC LIMITED,LARA SUPER THERMAL POWER PROJECT STAGE - II (2X800 MW) Distt. Raigarh, State Chhattisgarh
Project Name	ITEMS TO BE DISPACHED DIRECTLY TO 2X800 MW NTPC SINGRAULI St-III PROJECT
Consignee address	SINGRAULI SUPER THERMAL POWER PROJECT, SHAKTI NAGAR, SHAKTI NAGAR, Sonbhadra, Uttar

3. EARNEST MONEY DEPOSIT (EMD):

All interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal along with offer EMD is applicable to all the bidders irrespective of PMD bidders/GeM provisions.

Details	Amount In INR	Туре
EMD	INR 40,00000/- (Forty lakhs only)	Refundable

3.1: Modes of deposit: The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.
- (v) Insurance Surety Bonds.
- (vi) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period as asked in NIT.

For E-Payment, the RTGS details are as mentioned below:

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

3.2: Exemption of EMD

As per GeM GTC following are the exempted category of EMD/Bid Security.

- a. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Productor Service (Primary Product / Service in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- **b.** Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- c. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- **d.** Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- **e.** Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- **f.** Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- g. Central / State PSUs.
- h. In addition to above GeM conditions, offers directly from the manufacturer or their authorized agents are also exempted from submission of EMD.

3.3: Forfeiture of EMD:

- **a.** A bidder's EMD will be forfeited if 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 or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- **b.** EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- **c.** Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period / latest by the 30th day after the award of the contract. Since it is a two-part bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- **d.** Bid security/EMD of the successful bidder shall be returned only on conclusion of the order and receipt of a Performance Security/Performance Bank Guarantee of 10% of contract value (excluding taxes) from contractor / Supplier.
- e. EMD/PBG/PS shall not carry any interest.

4. PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE:

Successful bidder to submit Performance Security/Performance Bank Guarantee of 5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor 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. The Performance Security/PBG shall not carry any interest.

- **4.1 Modes of deposit of PS/ PBG**: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:
 - I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - III. Fixed Deposit Receipt 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).
- IV. 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).
- V. Insurance Surety Bond.

(Note: 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)

4.2: Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

5. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC

SI. No.	Terms	Description	Supplier confirmation
1.	Documents Checklist:	Please submit signed and stamped copy of your offer on each page along with following documents; Buyer Specific T&C. Technical PQR & its supportive document. Technical drawing & purchase specification. Quality plan. Certificate/self-certification for minimum local content as per PPP-MII order. Replica of price bid schedule without prices with part-I offer. Please note that technical documents shall be shared against submission of FCA (FCA copy enclosed).	
2.	Compliance of GTC on GeM	General Terms and Conditions on GeM 4.0 GeM 4.0 (Version 1.23) Dtd 05.03.2025 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.	
3.	Customer approval requirement	Kindly note that supplier approval from customer is mandatory for consideration of their offer. Proneness requirement has been mentioned in ANNEXURE-B. Kindly SUBMIT the filled-in ANNEXURE-C along with applicable filled-in forms & supporting documents for review & approval by customer. Bidders are requested to submit their credentials along with offer (Credentials should include BHEL P.O.s on vendor for the same rating or higher rating turbines, Experience of vendor with state utilities and major PSU like NTPC, End User Certificate wherever available), in order to take up with end customer for approval Supplier to submit following credentials for arranging Customer approval: • Company Profile • List of Order Executed/ on hand for Power Sector/Gov. organization of same /similar items • Copy of Major Supply Orders • Performance Certificates for Satisfactory working of System/ Equipment from end users Item. The offer of only those bidders, who meet Pre-qualification requirement (PQR), Technical requirement and approved by the End Customer, will be considered for price-bid opening & RA for the requirement against this enquiry.	
4.	Pre- Qualification	The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with	
	Requirements	respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
5.	Make in India Clause	"For this procurement, the local content to categorize a supplier as a Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier and purchase preference to Class-I Local Supplier, is as defined in Public Procurement (Preference to Make in India), Order-2017 Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 issued by DPIIT. In case of subsequent orders issued, by the nodal ministry, changing the definition of local content for the items of this NIT, but before opening of Part-II	

		bids against this NIT	
		As per Make in India Order, only Class-I and Class-II local supplies are eligible to bid in this tender enquiry.	
		For this eligibility criteria, bidders are required to submit certificate of Minimum local content as specified in the Annexure-B of the tender	
		The Certificate shall be from the Cost Auditor / CA of the Company.	
6.	Compliance of Rule 144 (xi) of GFR 2017	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.	
7.	Bid validity/ Validity of offer	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm. The required validity is considering that offer is complete & clear w.r.t. PQR and all	
		techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.	
8.	Prices/Basis of	,	
	Quotation	the contract , kindly confirm. Ensure to quote your price inclusive of packing, forwarding, Freight & GST for Total quantity on GeM portal.	
		Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.	
		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved	
		transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website	
		www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL	
		un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.	
		The local tro-definition of the local decision of the local decisi	
9.	Loading and unloading	Vendor's scope will not cover Loading & Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site) is in BHEL 'scope. Loading and unloading at other intermediate places due to any permitted transhipment will be the responsibility of the vendor. Kindly note	
10.	Evaluation	Evaluation will be done on the basis of total landed cost to BHEL, taking all	
	criteria	material codes and service together with total cost involved for delivery up to BHEL project sites (considering material cost, taxes & duties and Freight charges	
		up to Project site).	
11.	Evaluation	The evaluation currency for this tender shall be INR.	
	Currency		

12.	Payment terms:	For Material Portion; The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site (i.e. MRC date).										
		Type of Bidder	Payment Terms (Number of Days)									
		Micro & Small Enterprises (MSEs)	45 days									
		. , ,	,									
		Medium Enterprises	60 days 90 days									
		Non MSME										
		The Payment terms are subject to receipt of non-discrepant document from supplier. For Supervsion during E&C of equipment at project site;										
			n of Successful Commissioning or installation									
			aned by Project authorities along with Invoice									
		direct to BHEL.	ned by Project duthornies diong with invoice									
13.	GeM charges	GeM charges if any shall be eithe	r side only i.e. buyer's GeM charges shall be in									
	_	buyer's account and seller's GeN	A charges shall be on seller's account. Please									
		confirm.										
14.	Contract		related query & clarification carefully on GeM									
15	execution	portal. Order shall be executed thr										
15.	Delivery Period	above.	requirements are mentioned in point no 1 of									
		Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers. Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above. Accordingly bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order, including all activities like document approval, inspection by TPI time etc.										
16.	Technical Requirements	Scope of supply & other special ins kindly submit your offer according	tructions have been mentioned in Annexure-I y.									
		II A & IIB duly filled along with the										
		· · · · · · · · · · · · · · · · · · ·	furnish the documents as per the list of master									
			ur weeks of the date of placement of P.O.									
		12300-56005.	ing spares in their offer as per BHEL DRG. NO.3-									
			r shall furnish all the documents as per									
		_	ne schedule mentioned therein. further, BHEL									
			ven within 30 days subject to finalization of									
		documents by vendor to the satisfa	action of BHEL/end customer post all									
		clarifications/comments										
			CUMENT "C&I ADDENDUM TO ST47050									
			o a part of purchase specification and shall be									
		complied BY bidder, kindly confirm										
		31230021099	e of each item referred IN BHEL DRAWING									
		-	for the supplied equipment assemblies (having									
		all the components included) comp	plete with all connection points/interface for the									

17.	Technical Document/ Drawing approval conditions	purpose of 3D power plant layout to be done by BHEL as per customer specification requirements. The file format of 3d model shall be informed by BHEL and the same shall be subject to customer approval, kindly confirm. In case of any conflict between stipulations in various portion of the specification, most stringent stipulation would be applicable for implementation by the vendor without any cost or delivery implication to BHEL. PL confirm. Deviation, if any, whether major or minor, should be brought out very clearly on deviation sheet along with the offer. In the absence of any deviation, the offer shall be deemed to be in full conformity with the specification. Hidden deviation in the offer shall not be acceptable or binding on BHEL. PL note & confirm. Drawings/Data sheets/documents & Quality plan as called for in the specifications/Drawings/Documents shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. 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. Any delay in documents submission/approval shall be on either side. LPBP documents submitted by vendor for BHEL's approval shall also be subject to customer's approval. Therefore timely submission of the complete set of LPBP system documents must be ensured by the vendor. Packaging of the item should be done in such a way that it should not require any internal package inspection for at least one year from date of delivery at site, kindly note. Kindly confirm to supply the E-LEARNING package module as per the clause 8.03.05 of annexure-6 which in turn shall be submitted to customer for approval. Drawings/Data sheets/documents/QAP etc. as called for in the specifications shall be submitted by Vendor for BHEL/ Customer approval within 30 days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP	
		documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.	
18.	Recommend ed Spares	Please submit item wise price list of each item referred in BHEL Drawing no 1-12300-56008 (Recommended Spare Parts) for our reference and future ordering (if required) and not to be considered for Evaluation for this tender.	
19.	Supervision during Erection & Commissioni ng and Training	The supplier to carry out the supervision work during E&C of the equipment at project site, kindly Confirm that following charges have been quoted separately in your offer: 1. Per ManDay Charges for Training, Supervision during Erection & Commissioning (lump sum & inclusive of everything i.e. lodging, fooding, boarding etc.) 2. Per Visit Charges (to & fro to our site) for Training regarding design/construction features, operation & maintenance of the supplied equipments (Including C&I) to customer's/BHEL Engineers, Supervision	

		<u>, </u>	
		during Erection & Commissioning.	
		A total period of 52 mandays (Inclusive of 02 days training) and 10 Visits i.e. 26 mandays & 05 visits for each project will be taken for evaluation purpose. However payment will be made on actual number of days and visits involved in supervision of erection/ commissioning and training endorsed by project site.	
		Please ensure that "Per Man Day" & "Per Visit" charges for Supervision during Erection & Commissioning and Training including every expense are quoted.	
		Please note that the vendor should send a checklist to BHEL prior to deputation of competent representative for Commissioning. BHEL will confirm the checklist prior to issuing Commissioning Call to the vendor. After receipt of checklist from BHEL, the vendor would send the competent representative within 15 days of confirmation of site readiness. In case, any additional work is required which is beyond the scope/warranty/guarantee of the vendor, the work would be commenced only after signed agreements with site representative &	
		the vendor. Kindly note that you have to make a visit of 02-03 days to project site at a suitable point of time during erection, to streamline all the erection & commissioning activities of your supplied equipment's and to ensure completeness of all equipment's/tools etc., which are required for commissioning of the equipment's.	
		Please confirm that the charges quoted for Supervision during Erection & Commissioning and Training shall be inclusive of applicable GST.	
20.	Project specific requirement	 Kindly confirm the following requirement for Lara project Before shipment of material, vendor has to obtain QR code from BHEL and these QR codes (properly laminated) shall be affixed on packages/boxes/crates/bundles of material to be supplied. While packing the material following is to be ensured; a. Material of unit-1, unit-2 and mandatory spares need to be packed in separate. Mandatory spares boxes need to be painted with Green color for easy identification at site. b. Loose items (if any) needs to be packed in boxes/crates or bundled. c. For loose items one marker board needs to be send for each bundle for fixing RFID Tag at site. QR code will be issued box wise/bundle wise, vendor to ensure correct QR QR code will be issued box wise/bundle wise, vendor to ensure correct QR. ORIGINAL (GR/LR, MDCC, PKG LIST) ARE REQUIRED FOR BILLING. 	
		 Kindly confirm the following requirement for Singrauli project MATERIAL IS TO BE DESPATCHED ON DOOR DELIVERY BASIS. MATERIAL FOR UNIT-1, UNIT-2, COMMISSIONING SPARES AND MANDATORY SPARES NEEDS TOBE PACKED IN SEPARATE BOXES. Mandatory spares boxes need to be painted with Green color for easy identification at site. BEFORE SHIPMENT OF MATERIAL, VENDOR HAS TO OBTAIN QR CODE FROM BHEL AND THESE QR CODES (PROPERLY LAMINATED) SHALL BE AFFIXED ON PACKAGES/BOXES/CRATES/BUNDLES OF MATERIAL TO BE SUPPLIED. 	

		I	1
21.	Operation &	Kindly confirm that in the event of ordering O&M manuals will be provided in 08 nos.	
	Maintenance	of Hard Copies and 05 nos portable hard disk to BHEL Haridwar & 03 NOS of hard	
	Manual	copies & 01 portable hard disk of O&M Manuals shall be supplied along with the	
		equipment and description of the same should be mentioned in packing list.	
22.	Performance	Successful bidder to submit Performance Security/Performance Bank Guarantee of	
	Security/	5% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be	
	Performance	submitted within 30 days of notification of the award of Contract and it should	
	Bank	remain valid for a period of 60 (sixty) days beyond the date of completion of all	
	Guarantee:	contractual obligations of the supplier, including Guarantee/warranty obligations.	
		PS/PBG shall be returned to the contractor without interest, after the contractor	
		duly performs and completes the contract in all respects but not later than 60	
		(sixty) days of completion of all such obligations including the Guarantee/	
		Warranty under the contract. The Performance Security/PBG shall not carry any	
		interest. Please confirm.	
23.	Guarantee/Wa	Kindly confirm the following Guarantee/Warranty clause;	
	rranty clause	Guarantee/Warranty period shall be provided for a period of 36 months	
		from the date of supply or 18 months from commissioning, whichever is	
		earlier. In case of any failure or trouble reported from site, the supplier	
		should depute their representative immediately to attend the problem and	
		replace the defective component/part if required, without any additional	
		cost to BHEL.	
		The supplier to provide technical support/services or alternative solutions	
		against any issues; reported in the equipment supplied by the vendor for up	
		to at least 10 years from the supply date.	
		BHEL reserve the rights to reject the offers having lesser guarantee period as	
		mentioned above.	
24.	Reverse	RA shall be done on GeM portal as per the guidelines & logics enabled on GeM	
	Auction	portal.	
25.	Liquidated	Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and	
	Damages (LD)	conditions on GeM 4.0 (Version 1.23) Dtd 05.03.2025 as under: kindly confirm.	
	for late	"If the Seller/Service Provider fails to deliver any or all of the Goods/Services	
	delivery	within the original/re-fixed delivery period(s) specified in the contract, the Buyer	
	, and the second	will be entitled to deduct/recover the Liquidated Damages for the delay, unless	
		covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value	
		of delayed quantity per week or part of the week of delayed period as pre-	
		estimated damages not exceeding 10% of the contract value of delayed quantity	
		without any controversy/dispute of any sort whatsoever".	
		The date of LR would be treated as the date of delivery for penalty purposes.	
26.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch	
		clearance certificate (MDCC) from end customer. For issue of MDCC, vendors are	
		required to submit all test certificates (TC) and inspection report of third party (IR)	
		to BHEL. After review & acceptance of the quality document, BHEL will forward	
		the same to end customer for issuance of MDCC.	
		MDCC shall be issued within 7 days of receipt of complete quality documents /	
		TCs,. In case of delay in issuance of MDCC, only delivery shall be extended by no of	
		days taken by BHEL in excess to 7 days and all other terms and conditions of PO	
		shall remains same & binding.	
		In case any material is dispatched without MDCC and any less is incomed by	
		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.	
		mainer to compensate the supplier in this regard.	
		Kindly confirm.	
		Milary Committi.	

27.	Order	Ink signed order acceptance shall be furnished within 15 days of order placement.							
	Acceptance :	In case, order acceptance do not received within 15 days of							
	·	deemed to be accepted by you.							
28.	Beneficiary of	Kindly confirm on whom the PO will be placed in the event of ordering.							
	PO								
	5 ' . I								
29.	Dispatch	Following dispatch documents to be provided immediately	after directly dispatch						
	documents	to BHEL Project site for billing purpose:							
		Guarantee/Warrantee Certificates							
		E- Invoice and commercial inv							
		GeM invoice							
		Original consignee copies of GR/LR/RR (Material shall be	dispatched on door						
		delivery basis without consignee copy)							
		Packing list							
		HSN code to be mentioned in the invoice							
		Original GST compliance certificate							
		MRC/POD/Receipted LR/RR/GR copy (as per proof of deligner)	very of material at						
		BHEL Project site)							
30.	Integrity Pact	(a) IP is a tool to ensure that activities and tran Company and its Bidders/ Contractors are handled in							
		corruption free manner. Following Independent Extern							
		the present panel have been appointed by BHEL with t							
		oversee implementation of IP in BHEL.							
		SI IEM	Email						
		1. Shri Otem Dai, IAS (Retd.)	iem1@bhel.in						
		2. Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in						
		3. Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in						
24	DDF ACIL OF	 (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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only. 							
31.	BREACH OF	The following shall amount to breach of contract:							
	CONTRACT, REMEDIES AND	The following shall amount to breach of contract:							
	TERMINATION:	I. Non-supply of material/ non-completion of work by the	ne Supplier/Vendor						
		within scheduled delivery/ completion period as per conti							
		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 b	peyond contractual						
		delivery/ completion period.							
		III. The Supplier/Vendor delivers equipment/ material no	t of the contracted						
		quality.							
		IV. The Supplier/Vendor fails to replace the defective equip	oment/ material/						
		component as per guarantee clause.	o Cumplion/Vanden						
		V. Withdrawal from or abandonment of the work by the before completion as per contract.	ie Supplier/veridor						
		VI. Assignment, transfer, subletting of Contract by th	e Sunnlier/Vendor						
		vi. Assignment, transfer, subjetting of contract by th	c Juppliel/Velluul						

without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

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

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

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

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

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

Remedies in case of Breach of Contract.

- i) Wherein the period as stipulated in the notice issued 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.
- ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

- v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
- a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
- b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii) It is an agreed term of contract that this amount shall be a genuine preestimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

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

32. Suspension of Business Dealings with Suppliers / Contractors:

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including

tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860(Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender_registration/vender.php.

33. Settlement of Dispute, CONCILIATIO

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

N & ARBITRATION

whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM 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 'CONCILIATION' Clause.

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).

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

ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

After expiry of 30 days from the date of receipt of aforesaid notice, the party

invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.

Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar, shall have exclusive jurisdiction.

Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned 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.

34. CONFLICT OF INTEREST AMONG BIDDERS/AGENTS

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

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from, one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, · g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. " 35. **MICRO AND** Any Bidder falling under MSE category shall furnish the following details & submit SMALL documentary evidence/ Govt. Certificate etc. in support of the same along with **ENTERPRISES** their techno-commercial offer. (MSE): SC/ST owned Type under MSE Women owned Others (excluding SC/ ST & Women Owned) Micro Small Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA 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 GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits. 36. JURISDICTION: This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil

		Court having original Civil Juriadistian at Haviduan shall also a base and of the	
		Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.	
37.	Force Majeure	"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and subcontractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones	
		etc. vii) Epidemic, pandemic etc. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.	
		The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.	
		Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not 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. 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	
38.	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.	

39.	Order of	In the event of any ambiguity or conflict between the Tender Documents, the
	Precedence:	order of precedence shall be in the order below:
		a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the
		tender documents by BHEL.
		b. Buyer Added Bid Specific ATC
		c. GeM Bid Technical Conditions of Contract (TCC)
		d. GeM GTC
40.	Quality	Kindly submit endorsed copy of customer approved quality plan no
	Requirements	QA/BI/QP/114 rev.02 (Copy attached).
		MOTOR'S SUPPLIERS ARE ALSO CUSTOMER CONTROLLED W.R.T
		RATING AND TYPE OF MOTOR (AC/DC) AS PER ATTACHED
		CUSTOMER APPROVED CATEGORIZATION CUM VENDOR LIST.QP OF
		MOTOR IS GOVERENED AS PER CUSTOMER CATEGORIZATION LIST
		AND SPECIAL INSTRUCTIONS OF NTPC MENTIONED IN NOTE
		COLUMN OF ATTCAHED LIST.
		AFTER PLACEMENT OF P.O. SUCCESSFUL VENDORS QP SHALL
		BE FORWARDED TO NTPC FOR APPROVAL. Kindly specifically confirm to
		follow customer approved QP.
		Inspection shall be done by Third Party Inspection agency QUEST &
		NTPC as per NTPC User approved quality plan, kindly confirm.
		For spares items, kindly confirm to submit test certificates endorsed by third party
		inspection agency as per End User approved QP.
		Inspection charges will be borne by BHEL. All coordination with third party
		inspection agency shall be done by the supplier only.
		Inspection call to third party inspection agency may be raised
		directly by the supplier; however 15 days are to be provided for deputation of
		representative of third party inspection agency for inspection.

SPECIAL NOTE FOR BIDDERS:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog 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.

h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity.

Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

- 1. Please submit replica of Price schedule (without prices) showing "quoted" in place of price along with technocommercial bid (Part-I).
- **2.** Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Additional Terms & Conditions (ATC)" and its clause wise supporting documents where required.
- **3.** Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.
- 4. Please submit signed & stamped copy (each page) of QAP QA/BI/QP/114 rev.02.
- 5. Please submit certificate of Minimum local content as specified in the Make In India Certificate of the tender.

Format for preference to Make in India order

Certificate

						No. P-45021/2/		-	II) dated 0	4.06.2	2020,
(supplier	name)	are	local		The	percentage	of offe	local ered by	content us again	st En	
No							is		% (perc	centage).	
Details of	ocation a	t which	n local v	alue additio	on will b	oe made is as fo	ollows	:			
of the Gen	eral Finan e 151 (iii) d	icial Ru	lles for v	which a bido	der or it	ch of the Code is successors ca ng with such o	an be c	lebarre	d for up to	two	years

The Certificate shall be from the Cost Auditor / CA of the Company.

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 LIMITEI), having registered	office at "BHEL
House", Siri Fort, New Delhi – 110049 (India),	acting through its _	Uni
(hereinafter may be referred to as "BHEL" or "the Con	npany").	
And		
M/s (add	ress)	
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:

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:
Date:
Го
NAME
& ADDRESSES OF THE BENEFICIARY
Dear Sirs,
n 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)
ncorporated under the Companies Act, 1956 and having its registered office at through
ts Unit at(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with ts registered office at 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 Nodated
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
orthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs(
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 <u>Vendor / Contractor / Supplier</u> 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 <u>Vendor / Contractor / Supplier</u> and notwithstanding any security or other guarantee that the Employer may have in relation to the <u>Vendor / Contractor / Supplier</u> 's liabilities.

This Guarantee shall remain in force upto and including...... 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 <u>Vendor / Contractor / Supplier</u> 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 thewe 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)us								
consen [.]	t of the Employer in writing.									
Notwith	nstanding anything to the contrary contained hereinabove:									
a)	The liability of the Bank under this Guarantee shall not exceed									
b)	b) This Guarantee shall be valid up to									
c)	Unless the Bank is served a written claim or demand on or before all rights under t	his								
	guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under t	his								
	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 d	uly								
authori	zed person has full powers to sign this Guarantee on behalf of the Bank.									
	For and on behalf of									
	(Name of the Bank)									
Dated										
Place o	f Issue									
¹ NAMI	E AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited									
² NAMI	E AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.									
³ DETA	ILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE									
⁴ CONT	RACT VALUE									
	ECT/SUPPLY DETAILS MOUNT IN FIGURES AND WORDS									
⁷ VALIE	DITY 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.

Annexure-1

424

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

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 Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

- 92
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and 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)/ Cotractor (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.

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Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason 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 Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 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.
- 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 Secret/Top Secret are not to be disclosed.
- 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.

421

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 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 Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the 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. Issues like warranty/ guarantee etc. shall be outside the purview 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 till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. 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.

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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.
- 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.
- 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. 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. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Parely (DANKE RUMAR)	
For & On behalf of the Principal National Hope (Office Seal)	For & On behalf of the Bidder/ Contracto (Office Seal)
PlaceHARIDWAR. Date	
Witness:(Name & Address)	Witness:(Name & Address)

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1.0	RAWMATERIAL											
1.1	VALVE BODY	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
		B.MECHANICAL PROPERTIES	MAJOR	-MECH.TEST	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
		C.NDT	MAJOR	UT RT MPI	100%(EXCEPT WELD ENDS) ON WELD ENDS 100%	AS PERAPPROV DRAWING	ED DATASHEET/	TC	V	P	V	
1.2	BONNET	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
		B.MECHANICAL PROPERTIES	MAJOR	-MECH.TEST	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
		C.NDT	MAJOR	UT MPI	100% 100%	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
1.3	NOZZLES	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
		B.MECHANICAL PROPERTIES	MAJOR	-MECH.TEST	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
		C.NDT	MAJOR	UT/MPI	100%	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
1.4	TRANSITION PIECES	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
		B.MECHANICAL PROPERTIES	MAJOR	-MECH.TEST	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
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1.5	SUSPENSION	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	AS PERAPPROV	ED DATASHEET	TC	V	P	V	
	JFACTURER/SUB RACTOR	signed by Sanjeev Kr. Bhardwaj Date: 2020.02.29	OS IDENTIFIED WIT INTATION. JFACTURER / SUB ER I 'P' PERFORM 'W'				FOR CUSTOMER USE	APPROVEI	D BY			

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		B.MECHANI PROPERTIES			MAJOR	-MECH.TE	ST	PERHEAT	AS PE	RAPPROVED	DATASHEET		TC	V	P	٧		
1.7	ACTUATOR	CHECKS ON ACTUATOR			MAJOR	TCREVIEV	V	PERPIECE	AS PE	RAPPROVED	DATASHEET		COC	V	P	٧		
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2.2	WELDING & HEAT TREATMENT	WPS			MAJOR	VISUAL TIME/TEM	PERATUR E	PERPIECE	EN287	/ASMEIX				V	P			
2.3	ASSEMBLY	ASSY.DRW0	3 .		MAJOR	VISUAL		PERPIECE	AS PE	RAPPROVEDA	ASSY.DRAWING			V	P			
3.0	TESTING & INSPECTION																	
3.1	NDEWELDING	RT/UT			MAJOR	RT/UT		PERPIECE	ASME	SEC.V/VIII/ HV	W0980830		TC	V	P	W	-	IN CASE OF RT VERIFICATION OF X RAY FILM
3.2	NDEWELDING	MT/ PT			MAJOR	MT/PT		PERPIECE	ASME	SEC. V/VIII/H	W0980829		TC	V	Р	W	-	IN CASE OF RT VERIFICATION OF X RAY FILM
3.3	HYDROSTATIC PRESSURETEST	ASSY.DRW0	3 .		MAJOR	HYDRAUI	ICTEST	ALLVALVES	AS PEI DRAW	RAPPROVED I /ING	DATASHEET/		TC	V	P	W	-	IBRFORM
3.4	SEATLEAKAGE	ASSY.DRW0	 }.		MAJOR	LEAKAGE	TEST	ALLVALVES	AS PE	RAPPROVED I	DATASHEET/		TC	\checkmark	P	W	-	

		LEGEND:	FOR CUSTOMER USE	
	Digitally signed by	! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA		
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1	INCOMING MATERIAL CONTROL										
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MANUFACTURER/SUB CONTRACTOR

Digitally signed by Sanjeev Kr. Bhardwaj

LEGEND:

! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.

M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER

INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION

Date: 2020.02.29
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ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER

FOR CUSTOMER USE

APPROVED BY

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MANUF	ACTURER'S NAME AND	ADDRESS			STANDARD QU	ARD QUALITY PLAN			TO BE FILLE	D BY BHEL			ТО В	E FILLED B	Y BHEL	
		ITEM	LP BYPAS	S SYSTEM	QF	P NO.	QA/BI/QP/114									
	VENDOR'S NAME			DATED 10												ļ
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		SPEC.	AS I	PER PO												
		REV	02				Page 6 of 11									
SL.	COMPONENT &	CHARACTER	STICS	CLASS	TYPE OF C	HECK	QUANTUM OF	REF	ERENCE	ACCEPTANCE NO	ORMS	FORMAT	OF	AGEN	VCY	REMARKS
NO.	OPERATIONS					CHECK	DO	DOCUMENT			RECORD	S	МВ	N		
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	CFPUMPS	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG./DATASHEET	COC	V	P		
	GEARPUMPS	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG./DATASHEET	COC	V	P		
	COUPLING	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG./DATASHEET	COC	V	P		
	FILTERS	DAMAGE, RUST	MAJOR	VISUAL	100%	DRG./DATASHEET	COC	V	P		
2	FUNCTION TEST /FINAL INSPECTION										
2.1	HPSU	DIMENSIONS	MAJOR	MEASUREMENT	100%	AS PERDRAWING	TC	V	P	W	
2.2	HPSU	CORRECT FITMENT	MAJOR	VISUAL	100%	AS PERDRAWING/CIRCUIT DIAGRAM	TC	V	P	W	
2.3	HPSU	FUNCTION TEST	MAJOR	MEASUREMENT	100%	FP_0019	TC	V	P	W	
2.4	HPSU	PAINTING	MAJOR	VISUAL	100%	DRG./VENDORPROCEDURE	-	V	P		

MANUFACTURER/SUB CONTRACTOR Digitally signed Sanjeev Bhardw Date: 2020.02 11:15:19	M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER	FOR CUSTOMER USE	APPROVED BY
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MANUF	ACTURER'S NAME AND	ADDRESS			STANDARD C	QUALITY PLAN		TO BE FILLE	D BY BHEL			то в	E FILLED BY BHEL	
	VENDOR'S NAME	ITEM	LP BY	PASS SYSTEM		QP NO. DATED	QA/BI/QP/114 10/09/2014							
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WATI	ER INJECTION VALVE	S									
1.0	RAWMATERIAL										
1.1	BODY &BONNET	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	AS PERAPPROVED DATASHEET	TC	V	P	٧	
		B.MECHANICAL PROPERTIES	-	MECH.TEST	PERHEAT	AS PERAPPROVED DATASHEET	TC	V	P	V	
		C.APPEARANCE	-	VISUALINSPECTION	PERLOT	MSS SP-55	TC	V	P	٧	
1.2	STUDS&NUTS	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	EN 10204TYPE3.1 ASTMA193 B7 ASTMA194 2H	TC	V	P	٧	
		MECHANICAL PROPERTIES	-	MECH.TEST	PERHEAT	EN 10204TYPE3.1 ASTMA193 B7 ASTMA194 2H	TC	V	P	٧	
2.0	ASSEMBLY										
2.1	STEM	DIMENSION /VISUAL	MAJOR	VISUAL &DIMENSIONAL INSPECTION	PERLOT	DRAWING	COC	V	P		
2.2	PLUG	DIMENSION /VISUAL	MAJOR	VISUAL& DIMENSIONAL INSEPCTION	PERLOT	DRAWING	COC	V	P		
2.3	SEATRING	DIMENSION /VISUAL	MAJOR	VISUAL& DIMENSIONAL INSEPCTION	PERLOT	DRAWING	COC	V	P		
2.4	BODY ASSLY	A.HYDRO	MAJOR	HYDRO	ALLVALVES	AS PERAPPROVED DATASHEET/ DRG.	TEST REPORT	V	P	W	
		B.SEATLEAKAGE	MAJOR	LEAKAGE	ALLVALVES	AS PERAPPROVED DATASHEET/ DRG.	TEST REPORT	V	P	W	
		C.FUNCTION	MAJOR	•FUNCTION •DIMENSION •PAINT	ALLVALVES	AS PERAPPROVED DATASHEET/ DRG.	TEST REPORT	V	Р	W	ASSEMBLED WITH ACTUATOR

MANUFACTURER/SUB CONTRACTOR

Somjeev-
Digitally signed by
Sanjeev Kr. Bhardwaj
Date: 2020.02.29

LEGEND:

! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.

M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER

INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION

ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER

11:15:30 +05'30'

FOR CUSTOMER USE

APPROVED BY

MANUF	FACTURER'S NAME ANI	D ADD	RESS			STANDARD	QUALITY PLAI	N		TO BE FILLE	D BY BHEL			TO B	E FILLE	D BY E	BHEL	
			ITEM	LP BY	PASS SYSTEM		QP NO.	QA/BI/QP/114										
	VENDOR'S NAME						DATED	10/09/2014										
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			REV		02			Page 8 of 11										
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2.5	TOPASSLY	A.D	EMENSION /		MAJOR	DEMENSION	NAL/	ALLVALVES	TOPAS	SLY DRWG.			-	V	P			ASSEMBLED
		VIST	UAL			VISUAL												WITH
_		B.P.	AINT	•	-	VISUAL		ALLVALVES	VENDO	OR'S STANDA	ARD		-	√ <u> </u>	P			ACTUATOR
		C.PA	ACKING		-	VISUAL		ALLVALVES	BHELF	P.O.			-	V	P			

VENDOR'S STANDARD

			LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA	FOR CUSTOMER USE	
MANUFACTURER/SUB CONTRACTOR	Sonjee	Digitally signed by Sanjeev Kr. Bhardwaj Date: 2020.02.29 11:15:41 +05'30'	DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION		APPROVED BY
			ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		

MANUF	ACTURER'S NAME AND	ADDRESS			STANDARD	QUALITY PLAN			TO BE FILLE	D BY BHEL			ТО В	BE FILLED BY BHEL	
	_	ITEM	LP BYPAS	S SYSTEM		QP NO.	QA/BI/QP/114								
	VENDOR'S NAME					DATED	10/09/2014								
BHEL		DRG. NO.	AS	PER PO											
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		REV	02				Page 9 of 11								
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0	RAWMATERIAL										
	BRANCH PIPE	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERLOT	AS PERAPPROVED DATASHEET/ DRG.	TC	V	P	V	
		B.MECHANICAL PROPERTIES		-MECH.TEST		AS PERAPPROVED DATASHEET/ DRG.	TC	V	P	V	
		C.NDT		UT		AS PERAPPROVED DATASHEET/ DRG.	TC	V	P	V	
	FLOWNOZZLE	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	-DO-	AS PERAPPROVED DATASHEET/ DRG.	TC	V	P	V	
		B.MECHANICAL PROPERTIES		-MECH.TEST		AS PERAPPROVED DATASHEET/ DRG.	TC	V	P	V	
2.0	MANUFACTURING										
2.1	MACHINING PARTS	VISUAL& DIMENSIONAL INSPECTION	MAJOR	VISUAL/ DIMENSIONAL	PERPIECE	SHOP TRAVELER		V	P		
2.2	WELDING &HEAT TREATMENT	SEEDRAWING	MAJOR		PERPIECE	EN288 /ASMEIX		V	P		
2.3	ASSEMBLY	SEEDRAWING	MAJOR	VISUAL	PERDESIGN	AS PERAPPROVED DATASHEET/ DRG.		V	P		
3.0	TESTING &INSPECTION							V	P		
3.1	NDEWELDING	RT ORUT	MAJOR	RT/UT	PERPIECE	ASMESECV/VIII/HW0980830	TC	V	P	V	
	NDE MACHINED WELD END	PT	MAJOR	PT	PERPIECE	ASMESECV/VIII/HW0980830	TC	V	P	V	
3.2	HYDROSTATIC PRESSURETEST	PRESSURETEST	MAJOR	HYDRO	PERPIECE	AS PERAPPROVED DATASHEET/ DRG./FollowHW0980829	TC	V	P	W	

	(Digitally	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA	FOR CUSTOMER USE	
MANUFACTURER/SUB CONTRACTOR	Sanjee	Sanjeev Kr. Bhardwaj Date: 2020.02.29	M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'D' PERFORM 'W' WITNESS AND 'V' VERIFICATION		APPROVED BY

+05'30'

MANUI	FACTURER'S NAME ANI	D ADDRES	SS			STANDARI	O QUALITY PLAI	V		TO BE FILLE	D BY BHEL			ТО В	E FILLE	D BY E	BHEL	
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	VENDOR'S NAME						DATED	10/09/2014										
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3.3	DIMENSION CHECK	WELDI DIMEN	END + MAII NSION	N	MAJOR	DIMENSIO	NAL	PERPIECE	DRAW	ING			TC	V	P	W		
3.4	CALIBRATION REPORT				MAJOR	VISUAL		PERPIECE					COC	V	P	V		
4	FINAL INSPECTION PACK -&SHIPPING			F	MAJOR	VISUAL		100%	AS PER DATAS	RAPPROVED I SHEET	DRAWING/		COC	V	P	V		

MANUFACTURER/SUB CONTRACTOR Digitally signed by Sanjeev Kr. Bhardwaj Date: 2020.02.29 11:16:04 1-05:30 Digitally signed by Sanjeev Kr. Bhardwaj Date: 11:16:04 1-05:30 LEGEND: 1 RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	APPROVED BY
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MANUF	MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN			TO BE FILLE	D BY BHEL			TO B	BE FILLED BY BHEL			
	VENDOR'S NAME	ITEM	LP BYPAS	S SYSTEM	QP NO.	QA/BI/QP/114								
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		REV	02			Page 11 of 11								
SL.	COMPONENT &	CHARACTER	STICS	CLASS	TYPE OF CHECK	QUANTUM OF	REI	FERENCE	ACCEPTANCE NO	ORMS	FORMAT	OF	AGENCY	REMARKS
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DUMI	TUBE										
1.0	RAWMATERIAL										
1.1	DUMP TUBE	A. CHEMICAL COMPOSITION	MAJOR	CHEMICAL ANALYSIS	PERHEAT	AS PERAPPROVED DATASHEET	TC	V	P	٧	
		B.MECHANICAL PROPERTIES	MAJOR	-MECH.TEST	PERHEAT	AS PERAPPROVED DATASHEET	TC	V	P	٧	
		C.NDT	MAJOR	UT	100	AS PERAPPROVED DATASHEET	TC	V	P	٧	
2.0	IN PROCESS										
2.1	WELDING & HEAT TREATMENT	WPS	MAJOR	VISUAL TIME/TEMPERATUR E	PERPIECE	ASMEIX / EN288		V	P	-	
2.2	NDEWELDING	RT MPI/DPT	MAJOR	RT MPI/DPT	PERPIECE	ASMESEC.V/VIII/ HW0980830	TC	V	P	W	

	9 .	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA	FOR CUSTOMER USE	
MANUFACTURER/SUB CONTRACTOR	Domjeev	DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N:		APPROVED BY
	Digitally signed by anieev Kr. Bhardwai	CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION		
	Date: 2020.02.29	ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		
	11:16:16 +05'30'			

CUSTOMER'S APPROVAL & PROVENNESS REQUIREMENT

Vendor's approval with customer is mandatory for consideration of their offer. Vendor's credentials for supplying LP Bypass system are required to be submitted to customer for approval. Provenness requirements have been mentioned in Annexure- B. Vendor has to submit the filled-in Annexure-C along with supporting documents & applicable filled-in Forms (Form-F & Form-1/Form-2). The provenness documents along with other credentials furnished by the vendor shall be submitted to customer for their approval. Customer may seek additional document/information/clarification for further review & approval. Customer's interpretation/decision shall be final with respect to customer approval. Without vendor's approval from customer, their offer shall not be considered.

Provenness requirement has been furnished as follows against point 3.0 on next page: -

Note: - Vendors who are already approved by customer need not submit proveness documents.

CLA	USE NO.		PROVENNESS	ļ	एनहीपीसी NTPC			
	c) The	denerator to be supplied	under this contract shall be manufed 00111111 rating have been manufacture Indian Manufacturing Company w	d in the past. Alternatively the	in-factory			
	±00	has side bid.						
3.0	Prove	nness criteria for critical e	equipment(s) and bought out items					
3.1	.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 as on 03.03.23 and 22.12.23 for Lara & Singrauli projects respective							
LAF	STA	HERMAL POWER PROJECT GE -II (2X800MW) PC PACKAGE	TECHNICAL SPECIFICATION SECTION-VI, PART-A	SUB-SECTION-I-A PROVENNESS	PAGE 2 OF 36			

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PROVENNESS



SI. No	Name of equipment	Type of equipment	Equipment rating
q)	LP Bypass system	LP Bypass system for steam turbine generator sets	Capacity of each valve not less than 750 Ton/hr at pressure corresponding to 100% TMCR condition reheat pressure (abs) & 600 deg.C reheat temperature at Turbine inlet.

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.

The prevenuese criteria for equipment (PA fane, ID fane, FD fane and Beseter Fane) stipulated at St. No. (a), (b), (c) & (h) above shall also be considered acceptable provided the rating parameters (i.e., flow, head and rated rpm) is severed within the operating regime of the respective fan performance curve of the reference plant equipment.

- 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.

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.

LARA SUPER THERMAL POWER PROJECT
STAGE -II (2X800MW)
FPC PACKAGE

PROVENNESS

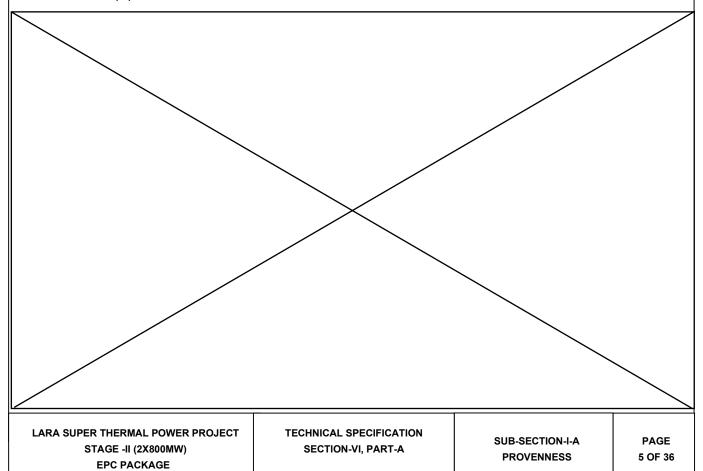


Further, in such a case, such Indian Holding company shall maintain at least 51 % equity participation in the Qualified Equipment manufacturing company either directly or indirectly, which shall be maintained for a lock-in period of seven (7) years from the date of acquisition of such Qualified Equipment 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, 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 / licenser's design, manufacturing and quality control system for such equipments duly certified by the Collaborator / licensor.

Further, the Collaborator / Licenser 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) / Licenser(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 subvendor(s) and the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.



LARA STPP STAGE-II (2X800 MW), EPC PACKAGE BIDDING DOCUMENT NO. CS-9587-001R-2

(Experience Details - Applicable to all the Bidders)

Bidder's Name and Address:

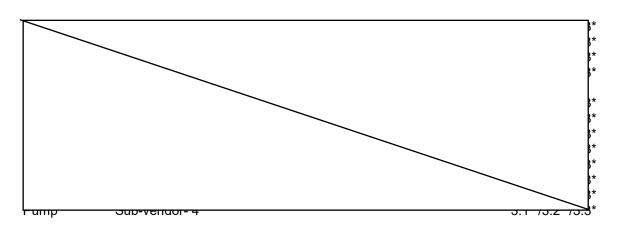
To

BHEL

NTPC Limited Noida-201301

Summary of Critical Equipment indicated under clause 3.0 & 4.0, sub-section-I-A, Part-A of Section-VI

Equpiment Name	Sub-Vendor Name	Collaborator's Name, if applicable	Seeking Qualification as per clause Sub-Section-IA, Part-A of Section-VI
Name of equipment	Name of proposed Sub-Vendor	Name of Proven equipment manufacturer. (If the proposed sub-vendor himself does not meet the provenness criteria)	Clause (i.e. 3.1 or 3.2 or 3.3 of sub-section-IA Section-VI, Part-A) under which Qualification of sub-vendor is sought



Name of equipment	Name of proposed Sub-Vendor	Name of Proven equipment manufacturer. (If the proposed sub-vendor himself does not meet the provenness criteria)	Clause (i.e. 3.1 or 3.2 or 3.3 of sub-section-IA Section-VI, Part-A) under which Qualification of sub-vendor is sought
LP Bypass system	Sub-vendor- 1 Sub-vendor- 2 Sub-vendor- 3 Sub-vendor- 4		3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3* 3.1* /3.2* /3.3*

- 1. If qualification sought as per clause 3.1 then the details of the Bidder / Sub-vendor (manufacturer) shall be filled by the bidder in the format F.
- 2. If the qualification sought as per the clause 3.2, then the details of Bidder / proposed Sub- vendor (i.e manufacturer of such equipments for at least 500MW unit rating) shall be filled individually for each equipment by the bidder in the format F and the details of collaborator or technology licenser who meets the requirement stipulated at 3.1 shall also be filled by the bidder in the format F separately. Further, in case of qualification vide clause 3.2 a copy of collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator or technology licenser who meets the requirement stipulated at 3.1, sub-section-IA, Part-A, Section-VI of Bidding Document shall also be furnished.

- 3. If the qualification sought as per the clause 3.3, then the details of JV/Subsidiary Company formed for manufacturing of such equipments in India shall be furnished individually for each equipment by the bidder such as,
 - i) Copy of document of incorporation of JV/Subsidiary company in India
 - ii) Copy of collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with the collaborator or technology licenser who meets the requirement stipulated at 3.1.
 - iii) 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 which ever is later.

Further, the details of collaborator or technology licenser or technology provider of the qualified equipment manufacturer who meets the requirement stipulated at 3.1, sub-section-IA, Part-A, Section-VI of Bidding Document shall be filled by the Bidder in the format F. Form-2 also to be furnished.

* strike out whichever is not applicable.



LARA STPP STAGE-II (2X800 MW), EPC PACKAGE BIDDING DOCUMENT NO. CS-9587-001R-2

Bidder's Name and Address:

BHEL

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	

.....

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 prior to the date of techno-commercial bid opening	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 prior to the date of techno-commercial bid opening is enclosed to this Attachment at Annexure	Yes/No
1.02.14	The proposed sub-vendor M/s	Yes/No
	Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure	Yes/No



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	
	Also the copy of Collaboration/Licensing agreement is enclosed to this Attachment at Annexure	Yes/No

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)..... (Printed Name)..... Place (Designation).....

(Common Seal).....



S. No.	Item Description	Station-I

F	LP Bypass System					
1.01.00	Name, Address, Telephone Number of manufacturer					
1.02.00	Name of the Station and its Location					
1.03.00	Client Name and its Address, Fax No. & Tel. Nos.					

S. No.	Item Description	Station-I
1.04.00	Name and Designation of the responsible person in Client's Organisation	
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) No. of Valves per Unit	
	(iv) Type/Size	
	(v) Rated Steam Flow through each LP Bypass Valve (T/hr)	

S. No. Item Description Station-I (vi) **Rated Steam Parameters** Steam Pressure at (a) Inlet/Outlet [Kg/sq.cm. (g)] (b) Steam Inlet/Outlet Temp. (deg.C) (vii) Design Spray Water Flow (T/hr) Spray Water Press/Temp. (viii) (ata/deg.) (ix) Type of Actuator Control System designed by (x) and manufactured by (xi) Whether actuation is by Governing Oil System or not (xii) Make / Model No. Is this LP Bypass system running 1.15.00 Yes/No with Steam Turbine **Generator Sets**

36	LT MOTOR	CATI					
				ABB	FARIDABAD	A	UPTO 55KW
				ABB	BANGALORE	A	
				JYOTI LTD.	VADODARA	Α	
				TIPM	JAPAN	A	UPTO 15 KW (NON FLAME PROOF)
				HYOSUNG	SOUTH KOREA	A	
				WEG	BRAZIL	A	
				HYUNDAI	SOUTH KOREA	A	
				LHP	SOLAPUR	Α	
				CGL	AHMEDNAGAR	A	RQP, FOR FLAME PROOF MOTOR
		Refer Note 7		TMEIC	JAPAN (NAGASAKHI)	A	

	एनश्चेषीमी NTPC	Supplier/ आपूर्विकर्वाः				LIST OF ITEMS REQUIRING QUALITY PLAN AND SUB-SUPPLIER APPROVAL ज्ञ्यातिटी प्लान तथा सब -वॅडर के अनुमोदन सहित मदों की सूची SUB-SYSTEM उप-प्रणाती: ELECTRICAL			Doc. No./ दस्तावेज रॉ : REVISION NO : 00 DATE/ विधि : 08.06.2022
S. N. क्र.सं	ltem/ मद	QP/ Insp. Cat. क्यूपी/ निरी. श्रेणी.	QP No./ क्यूपी. सं.	QP Sub. Schedule क्यूपी उप.अनुसूचि	Proposed sub-supplier/ प्रस्तावित उप आपूर्तिकर्ता	Place/स्थान	suppliers approval status / category उप आपूर्तिकर्ता के अनुमोदन की स्थिति	Sub- supplier Details sub sch/ उप आपूर्तिक र्ता के विवरण प्रस्तुतीक रण की सूची	Remarks/ टिप्पणी
					NGEF	BANGALORE	A		UPTO 15 KW
	[BHARAT BIJLEE	MUMBAI	A		RQP, FOR FLAME PROOF ALSO
	Į				KEC	BANGALORE/ HUBLI*	A		*UPTO 90KW, RQP, FOR FLAME PROOF ALSO
					MARATHON	KOLKATA	A		RQP (UPTO 690V & 600 KW) FOR FLAME PROOF ALSO
	1				ABB	SWEDEN	A		UPTO 55KW
	Į				HAVELL	NEEMRANA	Α		UP TO 90KW
					KAWAMATA	JAPAN	Α		UP TO 75 KW
					TIPS	JAPAN	A		UP TO 45KW
36.1	DC Motor	CAT I							
					CGL	MANDIDEEP	A		

Note - 7:

- i) For Motors less than 50 KW: CAT-III. Acceptance of Motor less than 50 KW is based on COC of the Manufacturer and the Main Contractor confirming as follows: "It is hereby confirmed that the above mentioned motor /motors was/ were manufactured taking care of NIPC specific requirements regarding ambient temp., voltage & frequency variation, hot starts, pull out torque, starting KVA/KW, temp. rise, distance between centre of stud & gland plate and tested in accordance with approved drawing /data sheets".
- ii) For Motors 50 KW and less than 75 KW: CAT-II. Acceptance of Motor is based on NTPC review of Routine Test inspection report as per IS: 12615 / applicable standards duly witnessed by main contractor along with COC of the Manufacturer and the Main Contractor confirming as follows: "It is hereby confirmed that the above mentioned motor / motors was/ were manufactured taking care of NTPC specific requirements regarding ambient temp., voltage & frequency variation, hot starts, pull out torque, starting KVA/KW, temp. rise, distance between centre of stud & gland plate, space heater and tested in accordance with approved drawing /data sheets'.
- iii) For Motors 75 KW & above : CAT-1. AS PERNTPC APPROVED QUALITY PLAN (To be submitted seperately for NTPC review & approval).