

ANNEXURE-A

**ENQUIRY CONDITIONS FOR SUPPLY OF PLATES TO SPECIFICATION SA387GR12 CL2 & SA387GR22CL2**

**Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid. Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned).**

SI No	<u>BHEL Requirements</u>	Supplier Comments (Acceptance or otherwise for each point to be given)
1.	<b>Material specification: SA387Gr12 Cl2 &amp; SA387Gr22 Cl2 – Offer from indigenous sources is only acceptable and offer from import sources will be rejected.</b>	
	a) The material is required for Non – IBR application, hence <b>creep test and IBR form IV requirement is not applicable.</b>	a)
	b) Supply shall confirm to the above specification and strictly as per <b>TDC: 202/Rev.09.</b>	b)
	c) Confirm your acceptance to <b>TDC 202/Rev 09</b> for all the clause related to the above mentioned specification.	c)
	d) <b>In case of deviation, pls mention the specific clause no of TDC and the specific deviation against it.</b> Pls avoid mentioning any additional points other than what is required as per the TDC. For deviations separate sheet may also be attached.	d)
	e) Material shall be supplied in trimmed edge condition only.	e)
	f) Stamping and certification shall be as per TDC 202 Rev 9, Clause 9 & 10. Deviation not acceptable.	f)
2.	<b>Material Description</b>	
	a) Size & Qty: As per Annexure B. (pls refer below point d also)	a)
	b) Quantity tolerance: - 0 /+10 % for individual item.	b)
	c) <b>Enquired width &amp; length is preferred</b> , however suppliers may alternately quote for sizes meeting the below requirement. i) Minimum width required is 1200 mm. Pls confirm your quoted width. ii) Length shall be within the range of 6000 – 10000 mm. Pls confirm your quoted length. <b>Note:</b> Deviation in width & length of plate other than specified in tender is not acceptable.	c)
	d) <b>Tender evaluation:</b> 1. Tender shall be evaluated in <b>Package basis (7 packages)</b> and details are provided in Annexure-B. All items in the respective package are to be quoted without fail, else offer for that package will not be considered. <b>Pls confirm your acceptance to package evaluation as per Annexure-B.</b> 2. However, BHEL reserves the right to change the evaluation criteria either in part or full (i.e., combining few or all items), at its discretion after part I bid opening, if need arises. Such changes will be communicated to all techno-commercially suitable offers/ suppliers and impact price shall be obtained if required.	d)
	d) No of pieces shall be indicated in invoice/TC.	e)
	e) Invoicing shall be on theoretical weight basis only with density factor of 7.85 gm/cc. <b>Supplier shall quote only on theoretical weight basis and deviation to the same will be liable for rejection.</b>	f)
3.	<b>Delivery Terms:</b>	
	The offer shall clearly indicate delivery period in <b>fixed number of weeks/Months</b> from the date of Purchase Order. <b>Our required delivery schedule is 60 days from PO. Supplier shall take a note of the same and specifically confirm the delivery schedule. Suppliers shall quote shortest possible delivery and shall avoid offering longer delivery period.</b> Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract.	

4.	<p><b>Public Procurement (Preference to Make in India)</b></p> <p>a. 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 1 local supplier, is as defined in Public procurement (Preference to Make in India), order 2017 dt 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part – II bids against this NIT. <b>Offer from indigenous sources is only acceptable and offer from import sources will be rejected.</b></p> <p>b. <b>Local content certification:</b> The bidders shall provide local content certificate as per Public Procurement (Preference to Make in India order 2017 dt 04.06.2020 issued by DPIIT) Order.</p>															
5.	<p><b>Testing &amp; Certification</b></p> <table border="1" data-bbox="145 427 1546 685"> <tr> <td data-bbox="145 427 1241 539">a. As the material is for Non – IBR application <b>form IV is not applicable. Certification shall be as per EN10204 3.1 and complying to clause 10.d of TDC 202 /Rev.09</b></td> <td data-bbox="1241 427 1546 539">a.</td> </tr> <tr> <td data-bbox="145 539 1241 607">b. Mill test Certificates are to be duly stamped and signed by the Mill's Inspection-in charge</td> <td data-bbox="1241 539 1546 607">b.</td> </tr> <tr> <td data-bbox="145 607 1241 685">c. Corresponding mill TC's should also be provided along with dispatch of plates. Two sets of original copy of all such TC's are to be provided to BHEL, Trichy.</td> <td data-bbox="1241 607 1546 685">c.</td> </tr> </table>		a. As the material is for Non – IBR application <b>form IV is not applicable. Certification shall be as per EN10204 3.1 and complying to clause 10.d of TDC 202 /Rev.09</b>	a.	b. Mill test Certificates are to be duly stamped and signed by the Mill's Inspection-in charge	b.	c. Corresponding mill TC's should also be provided along with dispatch of plates. Two sets of original copy of all such TC's are to be provided to BHEL, Trichy.	c.								
a. As the material is for Non – IBR application <b>form IV is not applicable. Certification shall be as per EN10204 3.1 and complying to clause 10.d of TDC 202 /Rev.09</b>	a.															
b. Mill test Certificates are to be duly stamped and signed by the Mill's Inspection-in charge	b.															
c. Corresponding mill TC's should also be provided along with dispatch of plates. Two sets of original copy of all such TC's are to be provided to BHEL, Trichy.	c.															
6.	<p><b>Pre-qualifying requirement: (only offer of manufactures will be considered)</b></p> <p>a. Suppliers shall meet the Pre - Qualification Requirements (<b>Pre-Qualification requirements (PQR) for the procurement of Alloy Steel Plates as per Specification SA 387 Gr 12 &amp; Gr22 Cl2 and applicable TDC through Open Tender REF:MM: PUR:AS:PL dt 16.08.2021</b>) enclosed herewith. Pls submit all the required documents in line with the respective PQR. If incorrect or part of the required documents are provided, then in that case will not be able to evaluate and qualify the offer. Hence Pls submit documents as mentioned in Pre-qualifying requirements.</p>															
7.	<p><b>Offer Submission: Indigenous</b></p> <table border="1" data-bbox="145 965 1546 2083"> <tr> <td data-bbox="145 965 1241 1077">1. Submit your FIRM competitive offer rate per MT (basic price &amp; freight) with best possible delivery on FOR BHEL-Trichy basis ONLY. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).</td> <td data-bbox="1241 965 1546 1077"></td> </tr> <tr> <td data-bbox="145 1077 1241 1155">2. Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.</td> <td data-bbox="1241 1077 1546 1155"></td> </tr> <tr> <td data-bbox="145 1155 1241 1357">3. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.</td> <td data-bbox="1241 1155 1546 1357"></td> </tr> <tr> <td data-bbox="145 1357 1241 1659">4. Supplier shall mention their GSTN registration number in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, etc.</td> <td data-bbox="1241 1357 1546 1659"></td> </tr> <tr> <td data-bbox="145 1659 1241 1738">5. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</td> <td data-bbox="1241 1659 1546 1738"></td> </tr> <tr> <td data-bbox="145 1738 1241 1895">6. Invoices will be processed only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in Form GST ANX-1 b) Receipt of Goods or Services and Tax invoice by BHEL</td> <td data-bbox="1241 1738 1546 1895"></td> </tr> <tr> <td data-bbox="145 1895 1241 2083">7. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small &amp; Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices</td> <td data-bbox="1241 1895 1546 2083"></td> </tr> </table>		1. Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on FOR BHEL-Trichy basis ONLY. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).		2. Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.		3. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.		4. Supplier shall mention their GSTN registration number in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.		5. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).		6. Invoices will be processed only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in Form GST ANX-1 b) Receipt of Goods or Services and Tax invoice by BHEL		7. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices	
1. Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on FOR BHEL-Trichy basis ONLY. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.).																
2. Price Variation Clause (PVC) is not acceptable and offer with PVC shall be rejected.																
3. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.																
4. Supplier shall mention their GSTN registration number in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.																
5. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).																
6. Invoices will be processed only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in Form GST ANX-1 b) Receipt of Goods or Services and Tax invoice by BHEL																
7. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices																

will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2)	
8. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.	
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month notified by BHEL	
10. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST.RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.	
11. The offer will be evaluated on total landed cost to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes + commercial loading as applicable - applicable tax credits	
<p><b>Note:</b></p> <p>a. Transit insurance in the scope of supplier only.</p> <p>b. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p> <p>c. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p> <p>d. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.</p> <p>e. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.</p>	
8.	<b>Payment term : Indigenous</b>
a) Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials.	a)
<b>Indigenous Suppliers not registered with BHEL, Trichy for Alloy steel plates to specn SA387Gr12/Gr22 Cl2</b>	
a. If the supply (this item) is first time to BHEL/Trichy, then Supplier shall supply 1 <sup>st</sup> lot of mutually agreed quantity within 60 days from the date of purchase order. After acceptance of 1 <sup>st</sup> lot of materials by BHEL, clearance for supply of the balance quantity shall be given.	a.
b. For new suppliers not registered with BHEL, Trichy for the tendered specification <b>Payment shall be made after 60 days from receipt and acceptance of materials after testing at BHEL, Trichy lab.</b> Pls confirm your acceptance.	b.

**Note:** New suppliers not registered with BHEL, Trichy for supply of Plates & Sheets shall register on line at our web page: <https://supplier.bhel.in/>. Pls note this material is covered in item code "STASP"

<p>9. <b>Liquidated Damages:</b></p> <p>a) Time is the essence of the contract.</p> <p>b) The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</p> <p>c) In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions.</p> <p>d) Liquidated damages shall be 0.5% of the undelivered portion/value per week or part thereof subject to a maximum of 10% of the total order.</p>	
<p><b>NOTE:</b></p> <p>1. <b>Indigenous:</b> FOR order - LD will be reckoned from the date of LR/RR/BL / Invoice whichever is later.</p> <p>2. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p>	
<p>10. <b>Acceptance of materials supplied:</b></p> <p>1. The supply shall strictly as per the specifications in the tender /purchase order.</p> <p>2. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</p> <p>3. Acceptance of the materials supplied will be based on the inspection and certification documents by the supplier as stipulated in the Purchase order. However, BHEL reserves the right to test the material supplied, if required, at BHEL Lab or any other approved/accredited lab and the result will be binding on the supplier.</p> <p>4. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail within 120 days from the delivery of items or delivery of the required test certificates /other documents whichever is later.</p> <p>5. In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within 60 days of communication of rejection to the supplier. The supplier shall be given maximum two opportunities to replace the rejected items.</p> <p>6. After the clearance of the 1<sup>st</sup> lot, in case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within 90 days of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>. would be taken against such supplier.</p>	
<p>10. Offer validity of 90 days from Part-I bid opening date is required. Pls confirm specifically</p>	
<p>11. <b>Cartel Formation</b></p> <p>All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) &amp; (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.</p>	
<p>12. Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract</p>	
<p>13. Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.</p>	
<p>14. The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.</p>	
<p>15. Offer is to be submitted in two part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal</p>	

16.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
17.	<b>Documents required for Indigenous suppliers</b>	
	1. DFT copy invoice, LR & original TC (Invoice no. & vehicle reference to be mentioned) to be sent along with each vehicle. Without T.C. Vehicle/wagon will not be unloaded. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the no of pieces/bundles.	
	2. One set of MTC, Original invoice (Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	
18.	<b>Conditions for transportation:</b>	
	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
19.	<b>Risk Purchase Clause:</b>	
	1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.	
	2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.	
	3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: <ul style="list-style-type: none"> <li>a. From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> <li>c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</li> </ul>	
20.	<b>Reverse Auction</b>	
	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
21.	<b>Fraud Prevention Policy</b>	
	Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	

22.	<p><b>Evaluation of offer</b></p> <p>a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.</p> <p>b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.</p> <p>c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.</p> <p>d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.</p> <p>e. In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.</p>	
23.	<p><b>In the event of Force Majeure:</b></p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>	<p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p>

24.	<b>Authorisation for participation in EPS portal through DSC</b>	
	<b>a. E-Tender Participation requirements</b>	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	<b>DSC Authorisation</b>	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
25.	<b>Execution of the Order</b>	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores	
26.	<b>General terms</b>	
	1. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	
	2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.	
	3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	4. Supplier shall mention the HSN code for each item quoted by them in the offer.	
	5. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	6. Any clarification regarding tender shall be done before Part -I due date itself through the following mail id <b><u>sudheer@bhel.in</u></b> & <b><u>mrsamy@bhel.in</u></b> . The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.	
	7. Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.	
	8. Applicable INCO term for this tender is INCOTERMS 2010	
	9. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
	10. The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through sea then materials shall be shipped in Sea worthy packing condition. Packing charges will be supplier's account.	
	11. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	

	12. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.		
	13. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive		
	14. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.		
	15. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>		
	16. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).		
	17. <b>Set-off Clause:</b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.		
	18. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.		
	19. Indigenous suppliers should submit the prices in Indian Rupees only.		
	20. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.		
	21. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.		
27.	<b>Preference to Make in India:</b> For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.		
28.	<b>Patent Right:</b> The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.		
29.	<b>INTEGRITY PACT:</b> Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only. a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.		
	SI.No	IEM	Email
	1	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
	2	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

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.

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.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

**Details of contact person(s):**

Name	S Anand Kumar	Sudheer. A
Dept	SDGM/MM/Raw materials	Sr.Engr MM/Steel
Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy
Phone	0431 -2575215/ 9442502989	0431 -2576186/ 7598195371
E-Mail	sak@bhel.in	sudheer@bhel.in

**30. Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:**

(Subject to participating MSE vendors meeting the tender requirements of BHEL)

- a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration No. along with Udyam registration certificate. MSE suppliers can avail the intended benefits only if they submit Udyam registration certificate along with the offer.
- b) 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately.
- c) In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.
- d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.
- e) Payment to MSE vendor will be as per the applicable provisions of the MSME Act 2006.
- f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.
- g) Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.
- h) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.
- i) MSE suppliers can avail the intended benefits if they submit Udyam registration certificate along with the offer. In line with gazette notification No. S.O. 2347(E) dated 16.06.2021 regarding extension of validity of earlier MSME certificates (i.e. UAM, EM-II etc.) upto 31.12.2021, MSE suppliers can also avail the intended benefits if they submit Valid EM-II certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed along with the tender) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

31. **Resolution of Disputes**

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.

The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

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

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

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, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

**Integrity commitment, performance of the contract and punitive action thereof:**


**1. Commitment by BHEL**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity

**2. Commitment by Bidder/ Supplier/ Contractor**

a The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL
c	The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
	If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>
33.	<b>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/ PO at any stage of execution.</b>
34.	<b>Caution:</b> <ul style="list-style-type: none"> <li>➤ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</li> <li>➤ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</li> </ul>
35.	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> within 14:00 Hrs of the due date of this tender. The bidder would be required to register on the e-procurement market place <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.
On behalf of BHEL	To be filled & Signed by Original
	Manufacturer/Mill
एस. आनंद कुमार / S. ANAND KUMAR	Name of the mill / Principal:
वरिष्ठ उप महाप्रबंधक	Signature:
Sr. Deputy General Manager	(Affix Seal)
सामग्री प्रबंधन / आरएम	(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)
Materials Management / RM	
बीएचईएल, तिरुचि / BHEL, Trichy - 620 014	

Sl. No	List of Documents to be submitted along with offer	√ (Enclosed with offer)	X (Not enclosed)	Not applicable
1.	Product catalogue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Point wise confirmation to PQR (Prequalifying requirements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Details of In-House manufacturing facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	list of testing equipments & instruments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Certification of Labs as per ISO 17025, if available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	ISO 9001 certification / Quality management system / Written down procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Proof of supply ( Unpriced PO copies / Mill Test Certificates / Invoice / Bill of lading copy) covering minimum and maximum sizes of the quoted specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Audited copies of annual report for last three years for Indigenous suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	GST Certificate Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Tax certificates for Indigenous supplier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Integrity pact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ENQ No: 1002100032 DT 18.11.2021 - ANNEXURE - B - PACKAGE DETAILS**

**PROCUREMENT OF ALLOY STEEL PLATES TO SPEC SA387GR12CL2 & SA387GR22CL2 & TDC 202 Rev.09**

Sl.No	Description	Qty (MT)	Package
1	PLATE 5X1500X7500MM - SA387GR12CL2(CERT) & as per TDC 202 Rev .09	73	Package I
<b>Package I Subtotal</b>		<b>73</b>	
2	PLATE 6X1500X7500MM - SA387GR12CL2(CERT) & as per TDC 202 Rev .09	109	Package II
<b>Package II Subtotal</b>		<b>109</b>	
3	PLATE 8X1500X7500MM - SA387GR12CL2(CERT) & as per TDC 202 Rev .09	35	Package III
	PLATE 12X1500X7500MM -SA387GR12CL2(CERT) & as per TDC 202 Rev .09	68	
<b>Package III Subtotal</b>		<b>103</b>	
4	PLATE 25X1500X7500MM SA387GR12CL2(CERT) & as per TDC 202 Rev .09	125	Package IV
<b>Package IV Subtotal</b>		<b>125</b>	
<b>Grand total SA387Gr12Cl2</b>		<b>410</b>	
5	PLATE 5X1500X7500MM - SA387GR22CL2(CERT) & as per TDC 202 Rev .09	15	Package V
	PLATE 6X1500X7500MM - SA387GR22CL2(CERT) & as per TDC 202 Rev .09	62	
<b>Package V Subtotal</b>		<b>77</b>	
6	PLATE 8X1500X7500MM -SA387GR22CL2(CERT) & as per TDC 202 Rev .09	24	Package VI
	PLATE 10X1500X7500MM -SA387GR22CL2(CERT) & as per TDC 202 Rev .09	72	
	PLATE 20X1500X7500MM -SA387GR22CL2(CERT) & as per TDC 202 Rev .09	40	
<b>Package VI Subtotal</b>		<b>136</b>	
7	PLATE 30X1500X7500MM -SA387GR22CL2(CERT) & as per TDC 202 Rev .09	173	Package VII
<b>Package VII Subtotal</b>		<b>173</b>	
<b>Grand total SA387Gr22Cl2</b>		<b>386</b>	
<b>GRAND TOTAL</b>		<b>796</b>	

**BHEL/TRICHY**  
**MM/RM/PURCHASE/STEEL**

REF: MM: PUR: AS PL

DT : 16.08.2021

**Pre-Qualification requirements (PQR) for the procurement of Alloy steel plates as per specification SA387 GR.12/GR.22 CL2 and applicable TDC through Open Tender**

**A: Organizational Capability & Technical Competence:**

1. Offers from bidders having basic in house manufacturing facilities for Plates are only eligible to participate. Offer from traders, fabricators, re-rollers and stockists are not acceptable and will not be considered for evaluation. Vendor to indicate the nature of the Firm. (Trader/Stockist/Manufacture). Product catalogue shall be submitted.
2. Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for hot finishing or cold finishing, rolling, heat treatment, UT testing as applicable as per TDC are mandatory requirements for consideration of the offer. Details of the mill with list of manufacturing facilities and List of testing equipment & measuring instruments to be submitted.
3. If the supplier is not having steel making facility, then source of raw material for the manufacturing shall be indicated. If the supplier is dependent on more than one source for steel making, all the sources should be indicated; and the supplies should be restricted to the indicated list of raw material suppliers. The supplier shall confirm that the raw material test certificate/s will be furnished along with product test certificate/s.
4. Compliance to Tendered Specification and applicable TDC is mandatory for consideration of offer. Signed TDC shall be submitted along with the offer.
5. Compliance to Technical requirements & testing procedures as per tendered specification and applicable TDC against each item of enquiry.
6. Chemical and Mechanical testing shall be done in house or at Labs certified as per ISO 17025.
7. Suppliers shall submit a valid ISO 9001 certificate or Quality management system certificate or Written down procedure.
8. BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.
9. BHEL reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.

**B: Past Experience/ Performance:**

1. Suppliers shall indicate their annual installed capacity for the tendered specification & it shall be more than the tendered quantity.
2. Suppliers shall have supplied Plates to the tendered specification.
3. Supply credentials in the recent past like unpriced PO copies with corresponding proof of supply (such as invoice/bill of lading copies and test certificates covering minimum and maximum sizes shall be submitted. If credential is not available for any specific tendered size, then a specific declaration shall be submitted by mill stating the capability to produce that quoted size/s.

**C. Financial Soundness:**

1. Indigenous suppliers shall submit copies of annual reports (balance sheets), profit & Loss Statement for the last three years (or from date of incorporation whichever is less) and GST Certificate.
2. Import suppliers shall submit latest audited report from any reputed third party business rating agency like D&B report / credit reform etc.

**Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.**

- **BHEL reserves the right to consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. If required, BHEL also reserves the right to verify information submitted by vendor. In case the information is found false/incorrect, the offer shall be rejected.**
- **BHEL also reserves the right to carry out audit checks for confirming the material properties on the supplied material during material receipt at BHEL. Supplies found defective during check or subsequent processing at BHEL will be rejected.**



**Product: BOILER QUALITY STEEL PLATES AS PER SA 515, SA 516 & SA 387 SPECIFICATIONS**

**Record of revisions:**

- Rev 04: 18/07/2008 Cl 1.0 to Cl 6.0 modified.
- Rev 05: 02/02/2011: SA387 Gr 91 Class 2 added, Cl 2.0, 3.0, 5.0, 6.0, 9.0, and 10.0 modified.
- Rev 06: 28/06/2014 Cl 1.0: Material spec SA516 included. CL 3.0 and 5.0 modified.
- Rev 07: Dt: 27/04/2016 – Cl 1 modified; Cl 3- Heat treatment temperatures revised; Cl 4 to 8- modified; Cl 10- revised as per latest IBR requirements.
- Rev 08: Dt: 04/10/2017: Cl 2 (b), 2 (d), 10 (iii), 10(v) modified and Cl 5.0 (e), 10 (c) & 10 (d-ix) added.
- Rev 09: Dt: 21/11/2017: Cl. 5(c), Cl.10 (ix)- modified.*

**1.0 MATERIALS**

- Specification : ASME (Latest as on the date of Enquiry or PO, whichever is earlier)
- Carbon steel (CS) : SA515 Gr.70, SA516 Gr.70
- Alloy Steel (AS) : SA387 Gr.12 Class 2, Gr. 22 Class 2, Gr. 91 Class 2
- Additional Requirements : As listed below (Supplementary to the above material specifications)
- Size and Quantity : As per Purchase Order (PO)

**2.0 CHEMICAL COMPOSITION & PROCESS**

- a) All plates shall be of Fully Killed steel.
- b) Drum plates shall be Vacuum Degassed. (S1 of SA20).
- c) Final rolling: Length-wise.
- d) Plates may be made from ingots or strand cast slabs. Reduction ratio in thickness from slab/ingot to plate shall be at least 3:1.  
 Sufficient “Top of Ingot” to be discarded to ensure plate free of segregation. After top discard, the increase in Carbon content at the top-mid width, mid thickness of the plate shall not exceed 20% of the reported ladle analysis value. This value shall be reported in Test Certificate.
- e) Ladle analysis: 1 sample per cast; Product analysis: Min.1 sample per plate as rolled.  
 Max. Carbon: CS: 0.25%. Max. Carbon Equivalent for Carbon Steel: As per S20 of SA20.

**3.0 HEAT TREATMENT (HT) (as delivered condition)**

Materials	Heat Treatment Temperature (°C)	
	Normalising	Tempering
CS: SA 515 Gr 70, SA 516 Gr 70	880-920	-
AS: SA387 Gr 12 Class 2	920-960	650-700
AS: SA387 Gr 22 Class 2	920-960	680-750
AS: SA387 Gr 91 Class 2	1040-1080	750-780

**4.0 SIMULATION HEAT TREATMENT for test coupons in addition to Cl.:3.0 (For CS Drum plates only as indicated in the Enquiry/PO):**

Normalizing: 880-920°C, Stress Relieving (SR): 615±10°C, 3 hr/inch of thick (t), furnace cool to 400°C;  
 ROH/ROC for SR: <220°C/hr divided by t in inches, but need not be slower than 55°C/hr.

**5.0 MECHANICAL TESTS (In simulation heat treated condition for CS Drum plates and in as delivered condition for other CS plates & all AS plates):**

- Extent of test: For each rolled/mother plate.
- a) Tensile Test
- b) Bend Test: Angle of bend: 180 deg. Diameter of the Mandrel = 2xThickness of the plate as rolled.
- c) High temperature tensile test for carbon steel drum plates shall be as per S7 of SA 20. Min yield strength at 350°C: 19.7 kg/mm<sup>2</sup>.
- d) For Gr 91 - Hardness: 195 – 250 HBW, Tensile strength: Min: 630 MPa, Yield Strength: Min: 450 MPa.
- e) *Creep testing shall be carried out as per SIP:RM:01 (latest revision) whenever indicated in the Enquiry/Purchase Order/Engineering Drawing.*

**6.0 NON DESTRUCTIVE TEST (For all plates of thickness >10mm)**

Ultrasonic test: As per SA578. Acceptance: Level B.

**7.0 DIMENSIONAL CHECKS**

All dimensions shall be as per PO. Tolerance on thickness of plates shall be positive only.

**8.0 REPAIRS AND FINISH**

Plates to be free of mill scales, edge crack & other injurious defects. Repairs by fusion welding are prohibited. Mechanical removal of defects are permitted subject to availability of min. thickness & smooth surface.



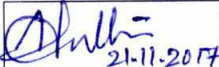

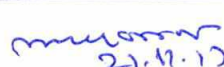



Product: BOILER QUALITY STEEL PLATES AS PER SA 515, SA 516 & SA 387 SPECIFICATIONS

9.0 MARKING

- a) Specification, grade, Melt number, Size, Plate number, Maker's emblem/ code and Inspecting Authority's seal to be stamped on each plate.
- b) For plates of thickness > 6mm, marking shall be by stencilling & steel die stamping
- c) For plates of thickness ≤ 6mm, marking shall be by stencilling & steel die stamping using low stress on each plate & bordered by white paint.
- d) In addition, for SA387, each plate shall be legibly stamped with the letter N to indicate for normalised and tempered plate. Rolling direction shall be marked by paint. PO No., "BHEL - Tiruchirappalli" & weight to be painted on the product.

10.0 INSPECTION AND CERTIFICATION:

- a. Products shall be inspected at works & the test certificates (in English only) countersigned by Inspecting Authority as below:
  - Imported:** Inspecting Authority approved by IBR for the country of origin (to be concurred by BHEL).
  - Indigenous Supply:** Director of Boilers/Chief Inspector of Boilers/Inspecting Authority approved by IBR, for the respective state.
- b. All the products shall be accompanied by IBR Form-IV (for IBR well-known steel makers & others) and manufacturer's mill test certificate (in English only) supplied against every purchase order.
- c. For Non-IBR application, Form IV is not applicable and certification shall be as per EN 10204 3.1
- d. Additionally, manufacturer's test certificate shall be submitted meeting all the requirements contained in the purchase order, this TDC, and the applicable ASME Specification with the following details:
  - i. Purchase Order No (BHEL), TDC No & Rev No, Test certificate number & Date, Quantity.
  - ii. Specification and Grade with applicable year of code, Heat Number, Plate number.
  - iii. Steel making process, Chemistry including incidental elements - Ladle and Product analysis [as per Cl 2(d) & 2(e)].
  - iv. Heat Treatment details of material and test coupons like temperature, soaking time, cooling medium etc.
  - v. The certification of reduction ratio in thickness ≥ 3:1 from a strand-cast slab/ingot to plate shall be reported in the test certificate.
  - vi. Mechanical, NDE & other test results with reference & acceptance standards.
  - vii. Print of the stamp of Inspecting Officer, which is used on the plate.
  - viii. The manufacturer shall furnish a certificate of compliance stating that the plates have been manufactured, inspected, and tested in accordance with the requirements of the applicable product specification.
  - ix. *Creep test report as per SIP:RM:01 (latest revision) whenever indicated in the Enquiry/Purchase Order/Engineering Drawing.*

 21-11-2017	 21/11/17	 21.11.17	 21/11/17	 21/11/17	 21/11/17
Abdur Rahman	G. Panneer Selvam	N. Kirubakaran	R. Rajappan	R. Dharmar	Amit Roy
Sr.Engineer /QA	DGM/QA	SDGM/PE/FB	SDGM/MM	AGM/QC	AGM/QA&BE
Prepared By	Reviewed By				Approved By

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores  
Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its

recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the

same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
  - a. On the date of signing of the Settlement agreement by the Parties; or,
  - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.  Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC

4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES  
TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**

**FORMAT FOR GIVING CONSENT BY  
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No & date\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor  
Name, with designation  
Date**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

<b>SI. No.</b>	<b>Description of claim(s)/Counter Claim</b>	<b>Amount (in INR)Or currency applicable in the contract</b>	<b>Relevant contract clause</b>

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

## INTEGRITY PACT

Between

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

and

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

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **ALLOY STEEL PLATES TO THE SPECN SA387GR12 CL2 & SA387GR22CL2**

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

### **Section 1- Commitments of the Principal**

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

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

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

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

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

## **Section 4 - Compensation for Damages**

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

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

### **Section 5 - Previous Transgression**

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

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

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

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

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

### **Section 8 - Independent External Monitor(s)**

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

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

### **Section 9 - Pact Duration**

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

### **Section 10 - Other Provisions**

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

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

*S. Anandh*

For & On behalf of the Principal  
**ए. आनंद कुमार**  
**SR. DEPUTY GENERAL MANAGER**  
**वरिष्ठ उप महाप्रबंधक**  
**Sr. Deputy General Manager**  
**सामग्री प्रबंधन / आरएम**  
**Materials Management / RM**  
 (Office Seal)  
**बीएचईएल, तिरुच्चि / BHEL, Trichy - 620 014**

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

Place Trichy - 14.  
 Date-----

Witness: *A. Sudheer*  
 (Name & Address) A. SUDHEER,  
BHEL, TRICHY.  
**SUDHEER APPIRE DDYGARI**  
**Senior Engineer / Purchase**  
**Materials Management / Steel**  
**BHEL, TRICHY - 620 014.**

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

## Annexure - 2

**INTEGRITY PACT:** Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only.

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.No	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

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.

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.

### Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

<b>Details of contact person(s):</b>		
Name	S Anand Kumar	Sudheer. A
Dept	SDGM/MM/Raw materials	Sr.Engr MM/Steel
Address	Bldg No:24, BHEL Trichy	Bldg No:24, BHEL Trichy
Phone	0431 -2575215/ 9442502989	0431 -2576186/ 7598195371
E-Mail	sak@bhel.in	sudheer@bhel.in