

TENDER DETAILS

<i>ENQUIRY No.</i>	1202100007	<i>ENQUIRY DATE</i>	16.07.2021.
<i>DESCRIPTION</i>	<i>Supply Seamless Pipes of specification SA333 Gr.6 as per TDCAT: 6 Rev.00</i>	<i>DUE DATE</i>	13.08.2021

Item Sl. No.	Description	Material Code	Unit	Quantity
10	PIPE OD 323.9 X 33.3 X 5000 as per SA333Gr.6 (Random length not accepted)	D15730395001	Metres	30
20	PIPE OD 272.1 X 28.6 X 4000 as per SA333Gr.6 (Random length not accepted)	D15730395002	Metres	40
30	PIPE OD 219.1 X 23 X 5000 as per SA333Gr.6 (Random length not accepted)	D15730395003	Metres	20
40	PIPE OD 355.6 X 40 X 2000 as per SA333Gr.6 (Random length not accepted)	D15730395004	Metres	2

ATTACHMENTS:

Annexure B - Enquiry Terms and Conditions

Special Condition Annexure A

Annexure C - Vendor details

"LD clause has to be confirmed without fail."

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

BHARAT HEAVY ELECTRICALS LIMITEDMM/RM/PURCHASE/PIPES
BHEL / TRICHY-620 014.**ANNEXURE-B**
ENQ.NO.1202100007**Dt. 15.07.2021****Enquiry Terms & Conditions for Supply of SEAMLESS STEEL PIPES AS PER SA333 Gr.6**

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).

Sl No	BHEL Requirements	Supplier Confirmation /Comments
01.	<u>Restrictions for Procurement from a country sharing its land border with India</u> For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT.	
02.	<u>Specification, Size & Quantity:</u> a) Supply shall be made strictly as per Specifications (SA333 Gr.6) mentioned in the enquiry. b) All Pipes are to be supplied fully meeting the specification SA333 Gr.6 & TDCAT:6 Rev 00 . c) All the items will be evaluated on full Package basis. d) No payment will be made for the positive length tolerance in supply. e) Specification, size and quantity shall be as given in enquiry. f) If there is any deviation, the same should be mentioned clearly with the specific clause no. of the TDC and the deviation against it in the e- procurement offer itself.	
03	<u>Pre-Qualification Requirement (PQR)</u> <i>In addition to the TDCAT:6 Rev 00 requirements, suppliers shall meet the Pre-Qualification Requirements (PQR) – Special Condition Annexure-A. The offers of the suppliers who fail to do so will be liable for rejection. Pre-Qualification Requirements (PQR) - Special Condition Annexure-A is attached separately.</i>	
04	<u>Offer Submission:</u> - Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the EProcurement NIC PORTAL (https://eprocurebhel.co.in) ONLY. - This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. - Scanned copy of the filled Annexure-B, Tender documents etc., shall be uploaded in the EPS portal. - 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, https://eprocurebhel.co.in http://www.bhel.com/tender/	
05	<u>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:</u> Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorized 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. For foreign Principal In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/ . For Indian agent In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization	

	of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
06	Validity: The offers shall be kept open for acceptance for 90 days from the date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds.	
07	Delivery: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order.	
08	Terms of Delivery: Indigenous: - Bidders should submit their offer on FOR Destination - BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered). - The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch.	
	Import: - Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis. - Port of loading should be indicated without fail. - Port of discharge should be Chennai. - The preferred shipment mode “Containerized Cargo or Break Bulk” shall be specified clearly in the offer. <u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u> a) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. b) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”. <u>BREAKBULK CARGO:</u> a) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. b) The materials will be Custom cleared from Port itself. <u>INFORMATION TO IMPORT SUPPLIERS:</u> a) Indian Customs imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is Required to be Filed Latest by the End of Day Preceding the Day (including Holidays) of Arrival of the Vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). b) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. c) Vendor will be held responsible for the penalty arising against the late filing of Bill of entry due to: - Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival - Discrepancy in documents - Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port) d) All the shipments for the contracts (POs) finalized on CFR-Chennai Port basis - Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. - The detention/demurrage charges arising due to the nomination of containers under single BL to different/ multiple CFS by the liner will be deducted from Vendor’s bills only. - The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor’s bills only. - Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL. - The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices,	

	the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are: - CIC - Container Imbalance Charges/Surcharges - EIC - Equipment Imbalance Charge/Surcharges - CAF - Container/Currency Adjustment Factor - BAF - Bunker adjustment Factor - RDS - Rupee Depreciation Surcharge - CDS - Currency Depreciation Surcharge - PCS - Port Congestion Surcharge - LSS - Low Sulphur Surcharge - Devanning Charges	
09	<u>Transport Conditions for Import:</u> The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. 14 free days for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice." - In the event of delayed submission of documents / non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/ demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. - 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". - Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. - This is required to ensure avoidance of detention/ demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
	<u>Acceptance of Materials supplied:</u> - The supply shall strictly as per the specifications in the Tender / Purchase Order. - Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. - The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through email within 120 days' from the delivery of items or delivery of the required test certificates / other documents whichever is later. - 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 specified days / months of communication of rejection to the supplier. - In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days / months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines of Suspension of Business Dealings with Suppliers / Contractors available in the webpage: http://www.bhe.com/vendor_registracton/vendor.php would be taken against such supplier.	
10	<u>Payment terms:</u> ➤ <u>Indigenous:</u> BHEL Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials. - The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Challan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department. ➤ <u>Imports:</u> BHEL Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	

	ii) If supplier insists for LC, only Usance LC with 60 days' credit will be opened one month prior to material readiness, further loading @ 1.5% on the offered Value will be considered. Hence supplier shall intimate the material readiness accordingly along with MTC copies for opening of LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. ➤ New Suppliers i) For new suppliers not registered with BHEL, Trichy for the product, payment shall be made 60 days after receipt and acceptance of materials. ii) In case of foreign suppliers, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 60 days from the date of receipt & acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 60 days credit will be opened one month prior to material readiness along with MTC copies. iii) Offers quoting LC at sight / Advance payment terms will not be considered for evaluation.	
11	<u>Liquidated Damage (Indigenous & Imports):</u> 1. Time is essence of the contract. 2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. 3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages – LD – as detailed below shall be levied from the supplier without prejudice to any other relief / compensation available to BHEL, Tiruchirapalli under any other condition of the contract / applicable legal provisions. 4. LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value”. 5. 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). 6. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number. 7. Indigenous: For “FOR Delivery terms”, Lorry way bill date will be taken for LD calculation. • Import: For CFR terms, BL date will be considered for LD calculation.	
12	Goods and Service Tax (GST) Indigenous suppliers: • Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. • Supplier shall mention their GSTIN 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. • All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). • Invoices will be processed only upon completion of statutory requirement and further subject to following: - o Vendor declaring such invoice in Form GST ANX-1 - o Receipt of Goods or Services and Tax invoice by BHEL • 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 despatch 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). • In case of discrepancy in the data uploaded by the 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 also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional	

	claims, within the calendar month informed by BHEL. • 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 • 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. • 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. • 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. • 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. • GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred. Import Suppliers: Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail. Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our Provisional GST registration no. is 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.	
13	<u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u> (Subject to participating MSE vendors should meet the tender requirements of BHEL) ➤ 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. ➤ 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. ➤ 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. ➤ 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%. ➤ Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. ➤ If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. ➤ 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. ➤ 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. ➤ MSE suppliers can avail the intended benefits only if they submit valid Udyam registration certificate along with the offer. 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.	
14	<u>Public Procurement policy:</u> The following clauses are applicable for this tender Public Procurement (Preference to Make in India), Order 2017. 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. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.”	
15	<u>Risk Purchase clause:</u> a) 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. b) 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. c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: - from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit - In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.	
16	<u>Non-Disclosure Agreement(NDA):</u> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
17	<u>Patent Right</u> 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. .	
18	PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT A. Whether PTA/ CEPA or any other agreement/treaty between respective Governments/Countries exists and the same is applicable for your supplies w.r.t this Enquired Items/tender. B. If yes, mention the Concessional Customs Duty (Such Duty Benefits) C. Documentary proof for the applicable Concessional Customs Duty (eg. PTA/ CEPA or other agreement) shall be submitted along with the Part-1 bid.	VENDOR COMMENTS YES / NO % SUBMITTED /NOT SUBMITTED

	D. Relevant documents and details to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents	CONFIRMED /NOT CONFIRMED
	E In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	CONFIRMED /NOT CONFIRMED
	Note: Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes.	
19	<u>Role of Agents</u> - BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders. - In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same. - BHEL, due to business reasons would ban/ would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com. Any vendor/s /principals proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.	
20	<u>Agency Commission:</u> ➤ In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. ➤ If overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers. ➤ Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier. ➤ For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.	
21	<u>Evaluation Criteria:</u> The offers of both import vendors and indigenous vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation details with respect to the import & indigenous vendors is detailed below: i) <u>Indigenous Vendors</u> Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D) A. Indigenous vendors submit offers on Free on Road (FOR), Thirumayam in INR. B. GST and any other charges quoted by indigenous vendors will be added to the base price. C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate. D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost. ii) <u>Import Vendors</u> Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for payment term & LD (D) A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner In Liner Out) basis in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date. B. Customs duty, Safe guard duty (as per the notification No 02/2014-Customs (SG) dated 13th August 2014) and antidumping duty (as per the notification No 18/2016-Customs (ADD) dated 17.05.2016) as applicable will be added to the INR price. C. Incidental charges of 2.805% will be added to the CFR Value. The incidental charge is inclusive of	

	Insurance, port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy. D. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost. Note: "In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding".	
22	General condition: g) 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. h) In addition to TCs in relevant IBR forms corresponding mill TCs should also be provided along with dispatch of tubes & pipes. Two sets of original of all such TCs are to be provided to BHEL, Trichy. i) Material is to be inspected by third party inspection agency as approved by IBR and test certificate are to be countersigned by respective Inspection agency in case the Mill is not approved by IBR. j) While dispatching the tubes & pipes, in addition to bundling with metal straps, we require slinging arrangement with nylon belt (not rope) for easy handling at loading and unloading points. k) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. l) No revision of prices will be entertained after the tenders are opened. m) For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e. technical bid, in case of two part bid) shall be considered. n) BHEL will consider the ranking after the loading is applied wherever deviations are observed. o) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. p) 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 / your purchase order at any stage of execution. q) Offer will be evaluated based on Landed cost to BHEL- Trichy on "Package basis" only. r) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip s) Offers for partial quantities of a given item 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. t) No payment will be made for the excess quantity / length. u) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. v) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. w) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.	
23	<u>Fraud Prevention Policy & Suspension of Business Dealings</u> "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website http://www.bhel.com and shall	

	immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.”	
24	<u>Suspension of Business Dealings with Suppliers/Contractors:</u> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. <u>Integrity commitment, performance of the contract and punitive action thereof:</u> <u>Commitment by BHEL</u> 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. <u>Commitment by Bidder/ Supplier/ Contractor:</u> 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. 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. 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 any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.	
25	<u>Cartel Formation:</u> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	
26	<u>Resolution of Disputes:</u> 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 interse 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-1 to this Enquiry Terms and conditions for supply of seamless Pipes. The Annexure-1 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 Terms and conditions for supply of seamless Pipes. 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 <i>inter se</i> 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.	
27	<u>In the event of Force Majeure:</u> - 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. - 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. - 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. - 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.	
28	<u>Warranty / Guarantee:</u> Supplier to accept guarantee/warranty of "18 months from dispatch or 12 months from commissioning, whichever is earlier". Any deviation to this may lead to rejection of the offer. Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.	
29	<u>Execution of the order:</u> 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.	

	b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection. c. 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. d. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days. e. 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, including customs clearances at Indian Ports in the case of foreign suppliers.			
30	Preference to Make in India: 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.			
31	Set-off Clause: 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.			
32	Caution: • 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. • 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.			
33	Enclosures: a) TDCAT:6 Rev 00 b) PQR - Special Condition Annexure-A c) Supplier Facility Report d) SIPP21-07 Colour Code e) NDA Format f) Annexure-1 to Tender Terms and Conditions			
<table><tr><td> VENKATA RAMANA PILLA (On behalf of BHEL) Digitally signed by VENKATA RAMANA PILLA Date: 2021.07.16 15:50:30 +05'30' </td><td> <u>SIGNED BY MANUFACTURER / MILL</u> Name of Mill: Designation / Department: Seal & Signature </td></tr></table>			VENKATA RAMANA PILLA (On behalf of BHEL) Digitally signed by VENKATA RAMANA PILLA Date: 2021.07.16 15:50:30 +05'30'	<u>SIGNED BY MANUFACTURER / MILL</u> Name of Mill: Designation / Department: Seal & Signature
VENKATA RAMANA PILLA (On behalf of BHEL) Digitally signed by VENKATA RAMANA PILLA Date: 2021.07.16 15:50:30 +05'30'	<u>SIGNED BY MANUFACTURER / MILL</u> Name of Mill: Designation / Department: Seal & Signature			

Annexure C

VENDOR DETAILS

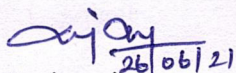
SL NO	DESCRIPTION	To be filled by bidder
1	VENDOR NAME	
2	QUOTATION REFERENCE	
3	QUOTATION DATE	
4	TELE, MOBILE NO	
5	FIRM MAIL ID	
6	CONTACT PERSON	
7	OFFICE ADDRESS	
8	ORDER TO BE PLACED ON	
9	COUNTRY OF ORIGIN	
10	PORT OF LOADING	
11	PORT OF DISCHARGE	

Vendor Seal & Sign

SPECIAL CONDITION ANNEXURE – A

PR No.: 129250921

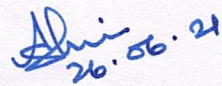
1. The indented items are required for NPCIL/Gorakhpur Haryana Anu Vidyut Pariyojina (GHAVP) -1&2, 700MWe Steam Generator Project.
2. Two-part bid, open tender to be floated.
3. **End Use and End User Certificates will not be provided by BHEL.**
4. Supply of Seamless steel pipe as per SA 333 Gr.6 and technical specification **TDCAT:6 Rev 00.** Supplier to confirm.
5. Supplier to give clause by clause confirmation for all clauses mentioned in TDCAT:6 Rev 00. Deviations shall be mentioned in the offer itself.
6. **For offer acceptance,** Suppliers should have the capability and experience to produce seamless steel tubes / pipes as per quality standards.
7. **As a documentary proof of supplier's experience** in manufacturing the seamless steel tubes / pipes, supplier shall submit the unpriced P.O., Signed Test Certificates (Signed by Customer/TPI)/ Shipping release document/ supply invoice copy with specifications and details of customer shall be submitted along with the offer.
8. Offers received will be evaluated by BHEL and NPCIL. Final acceptance of the offers will be based on NPCIL recommendation.
9. Supplier has to submit Quality Documents– Quality Assurance Plan (QAP), Manufacturing Process Plan (MPP) and associated procedures, Material Sampling and Testing Plan (MSTP) and related test procedures, NDE procedures & Technique Sheets for approval from BHEL & NPCIL after awarding the contract.
10. If there is any constraint with respect to supply of pipe length as per PR, Supplier may supply in multiples of specified length, i.e. 10m instead of 5m, keeping the total requirement as mentioned in PR line item.
11. The actual production of material is permitted only after approval of all documents required for manufacturing / inspection / testing activities by BHEL and NPCIL.
12. Inspection agency for imports are BHEL & NPCIL or NPCIL appointed third party inspection (TPI) agency. Inspection agency for indigenous supply are BHEL and NPCIL.
13. Due to stringent quality requirements, offers from traders/dealers/distributors/stockiest shall not be entertained and will not be considered for evaluation.


26/06/21

Engineering
M. ARUN KUMAR
Deputy Manager
Engg & RPD / ATP
BHEL, TRICHY - 620 014


26/06/21

Quality Assurance
O.R. NITHIN
Deputy Manager
Quality Assurance
BHEL, TRICHY - 620 014


26.06.21

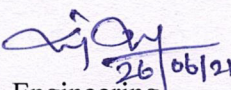
Page 1 | 2
ASHWIN KUMAR MAROLI
Manager

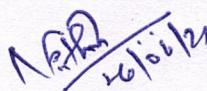
Advanced Technology Products
BHEL, TRICHY - 620 014

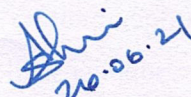
SPECIAL CONDITION ANNEXURE – A

PR No.: 129250921

14. Chemical composition and mechanical tests shall be carried out in labs certified as per ISO/IEC 17025 or NABL / Government approved labs.
15. Supplier shall submit Test Certificates of finished materials for our review. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
16. Documentation: Three sets of documents containing (i.) Test Certificates and respective test reports (ii.) copies of the approved quality documents and test procedure, (iii.) design change requisitions (if any) and (iv.) Drawing etc. to be provided along with the supply of items.
17. All the items shall be procured from single source on full package basis.
18. Supplier to submit his technical and commercial bid conforming to the above points as given in this annexure.


26/06/21
Engineering
M. ARUN KUMAR
Deputy Manager
Engg & RPD / ATP
BHEL, TRICHY - 620 014


26/06/21
Quality Assurance
O.R. NITHIN
Deputy Manager
Quality Assurance
BHEL, TRICHY - 620 014


26.06.21
Material Planning
ASHWIN KUMAR MAROTI
Manager
Advanced Technology Proc
BHEL, TRICHY - 620 014

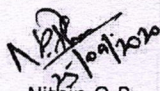
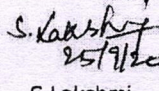
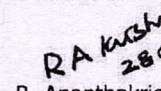
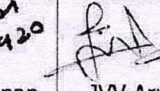
	BHEL, Tiruchirappalli – 14. Quality Assurance Technical Delivery Conditions	
	Doc No: TDCAT:6 Rev 00	Page 1 of 2

Specification for Seamless SA333Gr6 Pipes for Structural Applications

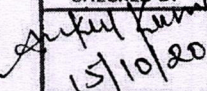
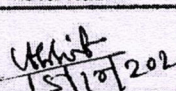
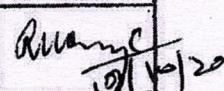
(W.O: D157 - D160 :700MWe SG)

NPCIL Project: GHAVP-1&2

(NPCIL PO No: CMM/FTP/10-33-1-1158/e-PO/22549 dated 08/03/2018)

Rev No	Date	Prepared	Reviewed		Approved
		QA	QA	Engg. & MP/ATP	QA
00	25.09.2020	 Nithin.O.R.	 S.Lakshmi	 R. Ananthakrishnan	 JV Aruna Kumar

Rev 00: First Issue

 न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड Nuclear Power Corporation of India Limited		
☒ अनुमोदित / APPROVED ☐ टिप्पणी के अनुसार अनुमोदित / APPROVED AS NOTED ☐ सेविरेबन को आगे बढ़ाएं / सेक / PROCEED WITH/HOLD FABRICATION ☐ अंतिम ट्रांसपेरेंसी एवं प्रिंटों भेजें / SEND FINAL TRANSPARENCIES & PRINTS ☐ संशोधन करें एवं अनुमोदन के लिए पुनः प्रस्तुत करें REVISE & RESUBMIT FOR APPROVAL		
जाँचकर्ता / CHECKED BY  15/10/20	समीक्षकर्ता / REVIEWED BY  15/10/20	अनुमोदन कर्ता / APPROVED BY  15/10/20
किए जानेवाले कार्य का अनुमोदन आपूर्तिकर्ता संबंधीकार को विनिर्देशनों के अनुसार आपूर्ति करने के उत्तरदायित्व से मुक्त नहीं करता है। (R.H.upta) This approval of the work to be done does not relieve the supplier of the responsibility of supply according to specifications.		



1.0 MATERIAL

All codes, standards, specifications, etc referred in this TDC shall be of latest revision as on the date of Enquiry/Purchase Order, whichever is earlier, unless specified otherwise.

Material Specification : ASME Sec IIA- SA333Gr6 (Seamless Pipe)

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 pipes shall be of Fully Killed steel.

b) Material shall be melted to fine grain melting practice & Vacuum Degassed. The grain size shall be of ≥ 5 at 100X magnification

3.0 SUPPLY CONDITION (DELIVERY CONDITION):

Pipes shall be supplied in Normalized Condition.

4.0 MECHANICAL TEST:

Extent of Test: 1/each size/Heat/HTB. All mandatory mechanical tests as per material specification. Additionally, Impact test shall be carried out at 0°C as per ASME Sec -III NF:2300

5.0 NON DESTRUCTIVE TEST

5.1 Ultrasonic Examination of each Pipe shall be performed in the final size (Outer Diameter & Thickness) and Heat treatment condition.

5.2 For Pipes of all sizes, Sensitivity & Acceptance (Reference Notch Size) shall be as per ASTM E213.

5.3 Other general & reporting requirements as per ASTM E-213 & Article-5 ASME Section V.

6.0 DIMENSIONAL CHECKS

All dimensions shall be as per P.O & Tolerances shall be as per ASME Sec IIA-SA 999.

7.0 REPAIRS AND FINISH

Inside and outside surfaces shall be free from scales and defects like seams, folds, cracks, pitting etc. Repair by welding is prohibited. Surface defects can be removed mechanically, ensuring smooth curved surface and maintaining specified minimum thickness without affecting the workmanship finish.

8.0 MARKING

All mandatory marking shall be done as per material specification.

Specification, grade, Melt number, Size, SI No, Schedule Number, "LT0", forming Route (eg: Hot finished, cold drawn, seamless etc), Maker's emblem/code are to be stamped with round edged stamp on each pipe at 100 mm from an end.

9.0 DOCUMENTATION

9.1 Reports

Certification shall be as per ASME Sec IIA- SA999 and Test certificate shall contain following also.

a) Chemical analysis (Ladle and Product analysis)

b) Mechanical tests including impact values

c) Non-destructive examination report.

d) Supply condition.

e) Visual and dimensional inspection report.

10.0 PACKING AND SHIPMENT

Before shipment, suitable easily removable rust preventive coating shall be applied on the entire surface of the product.

NCR
25/04/2020

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT		Doc.No. : ISMS-04/TP/011
			Ver. No: 3.0 Rev. No: 00
	Date : 27 - 10 - 14		

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Technical: Seamless Tubes & Pipes Suppliers (Carbon / Alloy / Stainless Steel) Supplier Facility Report

1. Name of the Company

2. Address of the Registered Office
(Telephone, E-Mail, Fax)

3. Factory Location and Address
(Telephone, E-Mail, Fax)

4. Installed Capacity (Tonnes / Year)

4.1) Carbon Steel

a) SA 192

b) SA 210 Gr. A1, C

c) SA 106 Gr. B, C

d) Riffled Tube / SA 210 Gr. C

4.2) Alloy Steel

a) SA 335 P11, P12, P22

b) SA 213 T11, T22

c) SA 335 P91, SA 213 T91

d) SA 335 P23, P92

e) SA 213 T23, T92

f) Riffled Tube /
SA 213 T12, T22, T23

4.3) Stainless Steel

a) SA 213 TP 304H

b) SA 213 TP 347H

c) SA TP 347HFG

d) Super 304H

5. Are you making your own steel
(Bloom) for making Tubes / Pipes ?

YES

☐

NO

☐

6. If yes, for Sl. No. 5

a) Type of Furnace

b) Capacity of furnaces
(Metric Tonnes / Melt)

c) Facility for manufacture
of Blooms

7. If No, for Sl. No. 5

a) Source of Raw Material (Blooms)

8. Tube / Pipe Manufacturing Facility details

8.1 Capacity of the rolling mill with respect to
Diameter (Minimum and Maximum),
Thickness (Minimum and Maximum) and
Length (Maximum)

a) Through Hot Finishing

b) Through Cold Finishing

8.2 Type & Make of Hot Mill along with the details
of the Individual Equipments

8.3 Type & Make of Cold Mill along with the details
of the Individual Equipments

9. Heat Treatment Facility Details

a) Capacity of the Furnaces

b) Type of Heat Treatment Carried out
(Batch or Continuous)

10. In House Testing Equipments Details

a) Online UT Facilities

b) Online Eddy Current (EC) Facility

c) Hydro Test Facilities
(Indicate the Maximum Pressure)

d) Chemical and Mechanical Testing Facilities

**11. Details of Accreditation for Quality Systems
(Like ISO, ASME, API etc.,)**

12. Are you Approved by any
Third Party / Statutory Agency ?

If so, specify the Agency (**Attach details in ENGLISH**)

13. Have you manufactured the following
Size / Specification / Length to

BHEL or any other well-known Boiler Manufacturer for Boiler Application

Please provide the details of to whom, when and how much supplied.

→ **a) TUBES:**

TUBES REQUIREMENT- LENGTH : 6500 mm to 13800 mm			
SL. NO.	OUTER DIAMETER	WALL THICKNESS	SPECIFICATION
1	21.3 to 73.01 mm	2.11 to 14.02 mm	SA 106 Gr B / Gr C (Carbon Steel) SA 335 P12, P22, P23, P91, P92 (Alloy Steel)
2	28.6 to 76.1 mm	3.2 to 12.5 mm	SA 192 / SA 210 Gr A1 / Gr C (Carbon Steel) SA 210 Gr. C (Rifle Tubes) SA 213 T12, T22, T23 (Alloy Rifle Tubes)
3	14 to 76.1 mm	3.2 to 12.5 mm	SA 213 T11, T22, T23, T91, T92 (Alloy Steel) SA 213 TP 304 H, TP 347 H, TP 347 HFG, Super 304 H (SS)

b) PIPES:

PIPES REQUIREMENT – LENGTH 3000 mm to 9000 mm			
SL. NO.	OUTER DIAMETER	WALL THICKNESS	SPECIFICATION
1	88.9 to 864.00 mm	3.96 to 148.0 mm	SA106 Gr B / Gr C (Carbon Steel)
2	88.9 to 965.00 mm	3.96 to 130.0 mm	SA335 P11, P12, P22, P23 (Alloy Steel)
3	127.0 to 812.8 mm	11.50 to 100.00 mm	SA335 P91, P92 (Alloy Steel)
4	88.9 to 323.9 mm	3.05 to 12.5 mm	SA312 TP304H, 321 H, 316 (SS)

14. Please go thro the attached **Technical Delivery Condition (TDC)** and give point-by-point confirmation.

a) For Tubes: TDC: 0:102, 0:105, 0:119

b) For Pipes: TDC: 0:101, TDG: 32, TDG: 100, TDG: 101, TDG: 26, TDG: 6876

PLACE :

DATE :

SIGNATURE WITH SEAL

NOTE: Enclose Additional Sheets / Annexures wherever required referring the Sl. No. of this format.

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI 620 014**

QUALITY ASSURANCE

SIP: PP: 21 Rev. 07

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**COLOUR CODES FOR TUBES AND PIPES
(FOR BOILERS, PRESSURE VESSELS & HEAT EXCHANGERS)**

REVISION	DATE	PREPARED	REVIEWED	APPROVED
01	05-02-1999	R. Sasikumar	A. R. Reddy	K. Rengachari
02	22-07-2004	K. Ganesan	U. Revisankaran	C. R. Raju
03	20-01-2009	V. Kalyanaraman	S.Selvarajan	U. Revisankaran
04	13-05-2011	C. Haritha	V. Kalyanaraman	S. Selvarajan
05	27-05-2015	Vaibhav Saxena	S. Selvarajan	U. Revisankaran
06	28-10-2015	Vaibhav Saxena	Manu Shankar. H	S. Selvarajan
07	21-12-2016	<i>Saxena</i> 21-12-2016 Vaibhav Saxena	<i>S. Selvarajan</i> 21/12/16 S. Selvarajan	<i>Revisankaran</i> 21/12/16 U. Revisankaran

RECORD OF REVISIONS

Rev. No	Clause No.	Details of Revision	Remarks
01		New Specifications included based on TDC revision.	--
02		Amendment A1 dt. 26.04.01 issued for Rev. 01 incorporated. Colour code for SA 213 Gr. T23 added.	--
03		1) Colour code for SA 213 Gr. T92, P23, P92, SA178 Gr. D added. 2) Colour code for SA 210 Gr. C modified to BLUE only.(From BLUE & GREEN)	--
04		Colour code for super 304H added	--
05		1) First para modified for clarity for colour codes containing more than one colours. 2) UNS number for Super 304H added.	--
06		Colour code for super 304H corrected in line with Revision 04.	--
07		1) First paragraph modified to include Instructions for sequence for colour code bands. 2) Sl. No. column added in table. 3) Colour code for SA 312 Gr. TP 304H added.	--

Following Colour codes are to be applied as longitudinal bands (if not specified in other documents) on tubes & pipes to identify them to specification during receipt, storage, issue and processing. For heat exchanger tubes circumferential colour code can be provided at both ends of tubes (300 mm away from end). If the Colour code contains more than one Colour then bands of Colours shall be applied adjacent to each other without any overlap. ***In case of multiple colour bands, the sequence shall be maintained as indicated in the table.***

Sl. No.	Specification	Colour 1	Colour 2	Colour 3
1.	12 X 1 MØ	RED	YELLOW	
2.	13 Cr Mo 44	ALUMINIUM	BLACK	
3.	A 200 Gr. T5	ALUMINIUM	RED	YELLOW
4.	A 200 Gr. T9	ALUMINIUM	GREEN	YELLOW
5.	AISI 602	WHITE	YELLOW	
6.	API 5L Gr. B	ALUMINIUM		
7.	BS 3059 PART2 CDS/HFS 360	ALUMINIUM	BLACK	BROWN
8.	BS 3059 P2 S2 440	ALUMINIUM	BLACK	RED
9.	BS 3059 P2 S2 622 Gr. 490	ALUMINIUM	BLACK	GREEN
10.	BS 3602 PART1 CDS 360	ALUMINIUM	BLACK	BLUE
11.	NFA49-213 42C	ALUMINIUM	BLUE	BROWN
12.	NFA49-213 TU 10CD9.10	ALUMINIUM	BLUE	RED
13.	NFA49-213 TU 15CD2.05	ALUMINIUM	BLUE	GREEN
14.	NFA49-213 TU Z10CD9	ALUMINIUM	BLUE	YELLOW
15.	NFA49-213 TU Z10CDVNB09.01	ALUMINIUM	GREEN	RED
16.	SA 106 Gr. B	RED		
17.	SA 106 Gr. C	BLUE		
18.	SA 178 Gr. D	ORANGE		
19.	SA 179	BLACK	BLUE	GREEN
20.	SA 192	WHITE		
21.	SA 199 T5	BLUE	BROWN	RED
22.	SA 209 Gr. T1	ALUMINIUM	RED	
23.	SA 210 Gr. A1	YELLOW		
24.	SA 210 Gr. C	BLUE		
25.	SA 213 Gr. T11	ALUMINIUM	YELLOW	
26.	SA 213 Gr. T12	BROWN	YELLOW	
27.	SA 213 Gr. T2	BROWN	GREEN	
28.	SA 213 Gr. T22	GREEN	RED	
29.	SA 213 Gr. T23	RED	WHITE	
30.	SA 213 Gr. T5	BLACK	BROWN	GREEN
31.	SA 213 Gr. T9	BROWN	WHITE	
32.	SA 213 Gr. T91	GREEN	YELLOW	
33.	SA 213 Gr. T92	BROWN	BLUE	
34.	SA 213 Gr. TP 304	BLUE	GREEN	YELLOW
35.	SA 213 Gr. TP 304H	BLACK	BLUE	YELLOW
36.	SA 213 Gr. TP 304L	BLUE	WHITE	YELLOW
37.	SA 213 Gr. TP 309H	BLACK	BROWN	YELLOW
38.	SA 213 Gr. TP 316	BROWN		
39.	SA 213 Gr. TP 316 Ti	BLACK	BLUE	
40.	SA 213 Gr. TP 316L	BLUE	BROWN	YELLOW
41.	SA 213 Gr. TP 321	BLUE	WHITE	
42.	SA 213 Gr. TP 321H	BLACK	WHITE	
43.	SA 213 Gr. TP 347H	BLACK	YELLOW	

Sl. No.	Specification	Colour 1	Colour 2	Colour 3
44.	SA 268 Gr. TP 405	ALUMINIUM	GREEN	
45.	SA 268 Gr. TP 410	BROWN	RED	YELLOW
46.	SA 268 Gr. TP 443	BLUE	GREEN	WHITE
47.	SA 269 TP 316	GREEN	RED	YELLOW
48.	SA 312 Gr. TP 304	BLUE	YELLOW	
49.	SA 312 Gr. TP 304L	BLUE	RED	YELLOW
50.	SA 312 Gr. TP 304H	BLACK	BLUE	YELLOW
51.	SA 312 Gr. TP 316	BLACK	GREEN	
52.	SA 312 Gr. TP 316L	BLACK	BLUE	BROWN
53.	SA 312 Gr. TP 321	BLUE	BROWN	
54.	SA 312 Gr. TP 347	BLUE	RED	WHITE
55.	SA 333 Gr. 1	BLACK	BROWN	RED
56.	SA 333 Gr. 3	BLACK	GREEN	RED
57.	SA 333 Gr. 6	BLUE	GREEN	RED
58.	SA 334 Gr. 1	BROWN	GREEN	RED
59.	SA 334 Gr. 3	BLACK	RED	YELLOW
60.	SA 334 Gr. 6	BLACK	BLUE	RED
61.	SA 335 Gr. P1	BROWN	GREEN	YELLOW
62.	SA 335 Gr. P11	GREEN	WHITE	
63.	SA 335 Gr. P12	BLACK	RED	
64.	SA 335 Gr. P2	BLUE	BROWN	GREEN
65.	SA 335 Gr. P22	BLUE	RED	
66.	SA 335 Gr. P23	RED	WHITE	
67.	SA 335 Gr. P5	BLACK	BROWN	
68.	SA 335 Gr. P9	ALUMINIUM	BROWN	
69.	SA 335 Gr. P91	BROWN	RED	
70.	SA 335 Gr. P92	BROWN	BLUE	
71.	SB 163 Inconel	BLACK	GREEN	YELLOW
72.	ST 35.4	ALUMINIUM	BLUE	
73.	Steel 20	GREEN		
74.	Structural Tubes & Pipes	BLUE	BROWN	WHITE
75.	X20 Cr Mo V 121	BLACK		
76.	SA 213 UNS S30432(Super 304)	BLACK	RED	GREEN

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BHEL recently received guidelines from Govt. Of India and Central Vigilance Commission and we have been asked to comply with the guidelines with regard to dealings with Indian Agent/Foreign Agent of Foreign Suppliers.

1. Mandatory submission of an Agency Agreement

- 1.1 It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- 1.2 The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- 1.3 In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- 1.4 Agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent.
- 1.5 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Foreign Principal.

2. Disclosure of particulars of agents / representatives in India

2.1 Tenderers of Foreign nationality shall furnish the following details:

- 2.1.1 The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
- 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission / remuneration, if any, payable to his agents / representatives in India, paid in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details:

2.2.1 The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price(s), paid in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 Failure to furnish correct and detailed information as called for in paragraph 2.1 & 2.2 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

Please furnish the above information immediately