

TECHNO COMMERCIAL MOU 2024-25 (Valid Till Mar - 2025)		
Vendor Name	M/s	
Vendor Code		
Vendor Address		
Vendor Mill Address		
Material Covered	Sheets to Grade IS 1079, IS 513, IS 5986, IS 277 And Plates to Grade IS 3502,IS 2062 (STCSP)	
	Technical Terms & Conditions	
Details	BHEL Requirements	Supplier Capability
General Conditions		
Rolling and cutting Tolerance	As per IS 1852	
Testing Frequency	Mechanical Testing as per Specification and quality extras as indicated in the enquiry with frequency two nos per Heat	
Ferrite and Pearlite Grain structure for Normalised rolled Plates	Above 5 and finer (as per ASTM E 112). 2 samples per heat for supplies against TDC 301/Rev 5	
Finish	Material to be free from all mill scales, defect and edge crack. Trimmed edge for 25mm and above thick plates.	
Inspection	Random sampling will be done and Entire lot/heat will be rejected if sample fails	
Repair	Fusion welding prohibited, mechanical removal of defect permitted and should meet minimum thickness and smooth surface	
Sheets grade and dimensions		
CR Sheet IS 513 Gr CR1,CR2 & CR3	0.5 - 4 mm Thick, Width 900-1250 mm Length upto 5000 mm	
HR Sheet IS 1079 Gr HR1,HR2 & HR3	1.6 - 4 mm Thick, Width 900-1250 mm Length 5000 mm	
HR Sheet IS 5986 Gr 205	2 - 4 mm Thick, Width 900-1250 mm Length 5000 mm	
HR Sheet IS 5986 Gr 255	2 - 4 mm Thick, Width 900-1250 mm Length 5000 mm	
GP Sheet IS 277 (Class IV, VIII)	0.63 mm Thick, Width 900-1250 mm Length 5000 mm	
GC Sheet IS 277 (Class VIII)	0.63 mm Thick, Width 900-1250 mm Length 5000 mm	
Packing	Uncoiled, bundled with metal foil wrapped and strapped. Max 50 Sheets and one bundle not exceeding 10 MT. Metal tag to be provided. Metal tag containing details like lot size, heat number etc to be fixed and details like no. of sheets, actual weight, heat /lot number shall also be paint-marked on top of the bundle.	
Chequered Plates grade and dimentions		
Chequered Plate IS 3502	Thick: 5, 6, 8, 10mm; Width: 900-1500mm; Length: 5000-9300 mm	
Plates grade, quality extras and dimensions		
Plate IS 2062	Thick: 4, 5, 6, 7 mm; Width: 900 - 2500 mm; Length: 5000-10000 mm	Th: 4 mm Wd: Lg: Th: 5 mm Wd: Lg: Th: 6 mm Wd: Lg: Th: 7 mm Wd: Lg:
Plate IS 2062	Thick: 8, 10, 12 mm; Width: 1250-4500 mm; Length: 6300-15000 mm	Th: 8 mm Wd: Lg: Th: 10 mm Wd: Lg: Th: 12 mm Wd: Lg:
Plate IS 2062	Thick: 16, 20 mm; Width: 1250-4500 mm; Length: 6300-15000 mm	Th: 16 mm Wd: Lg: Th: 20 mm Wd: Lg:
Plate IS 2062	Thick: 25, 32, 36, 40 mm; Width: 1250-4500 mm; Length: 6300-15000 mm	Th: 25 mm Wd: Lg: Th: 32 mm Wd: Lg: Th: 36 mm Wd: Lg: Th: 40 mm Wd: Lg:
Plate IS 2062	Thick: 45, 50, 56, 63 mm; Width: 1250-4500 mm; Length: 6300 - 15000 mm	Th: 45 mm Wd: Lg: Th: 50 mm Wd: Lg: Th: 56 mm Wd: Lg: Th: 63 mm Wd: Lg:
Plate IS 2062	Thick: 70, 75, 80 mm; Width: 1250-4500 mm; Length: 6300 -15000 mm	Th: 70 mm Wd: Lg: Th: 75 mm Wd: Lg: Th: 80 mm Wd: Lg:
Grade and Quality Extras		
Grade IS 2062 E250 A/B	Thick Range 10-80 mm	
Grade IS 2062 E250 C	Thick Range 10-80 mm	
Grade IS 2062 E300 A/B	Thick Range 10-80 mm	
Grade IS 2062 E300 C	Thick Range 10-80 mm	
Grade IS 2062 E350 A/B	Thick Range 10-80 mm	
Grade IS 2062 E350 C	Thick Range 10-80 mm	
Trimming	Thick Range >20 mm up to 80 mm	
Normalised Rolling	Thick Range 10-63 mm	
Furnace Normalising	Thick Range 10-80 mm	
Positive in thick	Thick Range 10-80 mm	
Bend Test	Thick Range 10-80 mm	
Grain Size	Thick Range 10-80 mm	
Hard Punching of Plates	Thick Range 12-80 mm (Details to punch: melt/heat & Plate no, spec, grade, supplier etc)	
VAD	Thick Range 10-80 mm	
UST 435-A	Thick Range 10-80 mm	
UST 578-A, B	Thick Range 10-80 mm	
VENDOR (Stamped & Signed)	Planning/MM/Steel M/s BHEL, Trichy	Purchase/MM/Steel M/s BHEL, Trichy

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Longitudinal/Transverse Impact Test At Room Temp	Thick Range 10-80 mm	
Longitudinal/Transverse Impact Test At 0°C	Thick Range 10-80 mm	
Longitudinal/Transverse Impact Test At -20°C	Thick Range 10-80 mm	
Certification & Marking in ASME Specification	Plates to be marked & certified as SA/IS 2062 (Grade: E250 & E350 - GrA, Gr BR, Gr B0, Gr C for thickness range 4mm - 80mm)	
Through thickness ductility test	As per EN10164 quality class Z15 (thickness : 25mm - 80mm)	
Through thickness ductility test	As per EN10164 quality class Z25 (thickness : 25mm - 80mm)	
Commercial Terms and Conditions		
Details	BHEL Requirements	Supplier Acceptance
Basic Price	Basic Price item wise to be quoted inclusive all quality extras.	
Freight	Firm freight per MT for transportation from anywhere to anywhere to be quoted exclusive of service tax. Region wise indicative Quantities(SR, NR, WR & ER) will be provided for each tender. No ODC charges are payable by BHEL.	
GST	Supplier shall have valid GST registration and offer of supplier with valid registration will only be considered.	
	Supplier shall mention their GSTIN registration number in all their invoices 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.	
	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
	A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL (if asked by BHEL).	
	All documents like Mill Test Certificate, LR copy, Guarantee/Warranty 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.	
	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 (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.	
	In addition to the agreed LD terms, 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. TDS will be deducted in line with Notification 50/2018 –Central Tax dated 13.09.2018 and certificate will be issued for the same.	
NOTE :		
For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted for the delayed period i.e. from the month of receipt of material till the month tax credit is availed, from the running bills.		
Any other local body duties	Applicable taxes to be indicated in offer and is payable extra only on submission of documentary proof	
VENDOR (Stamped & Signed)	Planning/MM/Steel M/s BHEL, Trichy	Purchase/MM/Steel M/s BHEL, Trichy

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Delivery condition	Sheet: Unless otherwise mentioned in the purchase order supplies of Sheets shall be in trimmed, straight & bundled condition only and shall have identical thickness in one bundle. Plates: Road despatch shall have one plate thickness without mixing such that each thickness forms a separate lot. In case of higher quantities separate vehicle load shall be formed for each thickness. In case of Rail despatches to facilitate ease of unloading the material despatches shall be made in open wagons only (BRNA) and each wagon shall be loaded with identical thickness plates only. Loading of materials shall be done over wooden logs placed above trailer bed or wagons to facilitate easy unloading.	
Transit Insurance	Supplier shall Insure the Materials at their cost for transportation and is not payable by BHEL.	
Payment Term	a) After 120 days from date of receipt consignment along with Invoice (Duplicate for transporter), TC & LR copy free from errors.	
	b) In case the standard payment term in clause (a) above is not acceptable, alternately 120 days Usance LC (Irrevocable) reckoned from the date of submission of documents at Beneficiary bank, subject to loading of 1.5% on the quoted price for evaluation. Opening charges and retirement charges to BHEL's account. LC will be normally opened within 20 days from the date of PO and negotiation period will be 14 days. Validity of LC i.e., last shipment date shall be linked to PO delivery date. For LC amendment i.e., validity extension after delivery date, charges shall be to supplier's account and amendment will be done in 5 – 7 days from request.	
NOTE: MOU confirming to either of this payment term as mentioned above will only be considered. Any deviations (like payment period lesser than 120 days, Usance period less than 120 days, sight LC, Interest for delay in payment, advance payment etc.) to the above payment term will not be considered.		
Ordering Quantity Tolerance	+ 20 % each item wise tendered quantity	
Supply Quantity Tolerance	If mentioned otherwise in the PO, the supply tolerance shall be +/- 10% for each item in PO	
Liquidated Damages for delayed delivery beyond the deliver period	0.5% of undespached goods per week upto max 15 %. Invoice /LR /any other despatch document date will be utilised for LD calculation, however inordinate delay in delivering the materials for reasons attributable to supplier will not suffice the case.	
Breach of contract	In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners: a. from dues available in the form of Bills payable to defaulted supplier against the same contract. b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.	
Offer Validity	Tendering will be done in alignment with the Financial Quarter and the terms, conditions, prices of the contract will remain valid for the whole period of that Quarter.	
Integrity Pact	Quarterly tenders are monitored by Independent External Monitor. Hence Integrity Pact is mandatory and is to be signed for each tender and submitted along with offer in Technical Bid.	
Delivery Term	FOR destination- all over India	
Delivery Period	30-45 Days from placement of PO	
Disptach Modality	Road/Rail as indicated by BHEL	
Material Warantee	Free replacement of whole material in case of notification of defect within the period of One year from TC/Invoice date	
Ordering	Ordering will be done throughout the whole Period of the Financial Quarter/valid contract period by individual Units & Regions of BHEL /Subsidiaries/ JVs. Order acceptance cum expected delivery schedule shall be provided by the supplier within 7 days from the date of purchase order.	
Pre Despatch Inspection	If required BHEL will have pre despatch inspection and quality audit of the mill	
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Documents required with materials for unloading at destination	Duplicate for transporter copy of Invoice + LR copy + weighment slip + gate pass + Test Certificate and additionally one full set photocopy of all the above documents.	
Invoice	Invoices for the materials supplied shall reflect the base price, freight as finalised (Rupees / MT) and taxes as applicable. Invoices with pricing other than this will be rejected / returned back. Only error free invoices shall be considered for payment processing. Supplier shall submit Original for Receipt + 2 extra copies of the same and 2 original TC copy, 2 LR/Gate pass copy annexed with it. If required supplier shall also submit Commercial invoice.	
Unloading of materials	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 suppliers accounts only. Prior despatch clearance shall be obtained from respective Units/Regions of BHEL	
Weighment	BHEL or BHEL approved third party weighment is final. No of pieces shall be indicated in Invoice/TC.	
Defective Material replacement	Supplier shall replace the defective material at free of cost (inclusive of freight , material cost, taxes etc.) up to destination within one month from notification of defect.	
Operating Units/Regions of BHEL	Ordering and supplies by/to various Regions/Units of BHEL spread over the Country which includes BHEL Subsidiaries and JVs.	
Basis of Arriving at L1 (lowest bidder)	Evaluation of the tender on landed cost will remain the same i.e. FOR price = Basic price per MT + All India freight per MT, for each item in the tender. IGST/SGST/CGST/UTGST will be paid extra at the prevailing rate for the item in the tender/ Rate Contract/ PO as notified by GOI. Hence suppliers shall quote the following in the tender excluding the taxes, a. Basic Price /MT for each item. b. All over India freight (anywhere to anywhere basis)/ MT for each item. Pls note, no ODC charges are payable by BHEL separately.	
Evaluation Criteria for Rate Contract	Rate contract will be finalised with L-1 vendor item wise as tendered. The tenders will be concluded based on the factors like competitiveness of prices quoted by supplier, delivery period and technical suitability of the offer. Request for technical deviation or withdrawal of offer by the tenderer will not be accepted after entering into contract with that vendor. In that case risk purchase clause will be invoked.	
Ex-works / stations of despatch	Likely stations of despatch namely Manufacturing Units, stockyards, warehouse etc.	
Rights of BHEL	BHEL does not guarantee ordering of any specific quantity. BHEL reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.	
Test Certificate	To be provided as per BHEL requirements (normally 3 copies) and extra if demanded by BHEL with out any extra cost	
	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.	
Force Majeure	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.	
	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.	
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	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	
Set-Off Clause	BHEL shall have the right to recover any money which in the sole opinion or 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.	
Resolution of Disputes	<p>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.</p> <p>Notes:</p> <p>i. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>ii. 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.</p> <p>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 Terms and conditions.</p> <p>The Annexure X 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 this terms and conditions.</p> <p>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 <u>upon the Contract, then, either Party may, by a notice in writing to other Party.</u></p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.</p> <p>This contract shall be governed, construed and interpreted in accordance with the laws of India.</p> <p>Subject as aforesaid, the provisions 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.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>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.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor 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.</p> <p>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>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 its resolution through AMRCD.</p>	
Single point contact for BHEL Order processing	To be provided with mail ID, Address, Phone No. Etc.	
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