

TECHNO COMMERCIAL MOU 2024-25 (Valid Till Mar - 2025)

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|---|--|--------------------------------------|
| Vendor Name | | |
| Vendor Code | | |
| Vendor Address | | |
| Vendor Mill Address | | |
| Material Covered | STRUCTURALS TO SPEC IS 2062 GR A/BR & TMT to Spec IS 1786 (STLLS, STLMS, STLHS & STTMT) | |
| Technical Terms & Conditions | | |
| Details | BHEL Requirements | Supplier Capability |
| General Conditions | | |
| Dimensions and sectional properties | IS 808 | |
| Rolling and cutting Tolerance | As per IS 1852 | |
| Supply length | 10-12 meter | |
| Hardness Test | 120-156 HB | |
| Bend Test | As per IS 2062 | |
| Conversion route supplies | Conversion route i.e. manufacturing and supplies through third party conversion agent is not acceptable. Only supplies of materials manufactured from the Vendors mill and with valid BIS license is acceptable. | |
| Mechanical Testing as per Specification and quality extras as indicated | Testing frequency 2 nos. per Heat | |
| Source of Raw material for Re - rollers | From Prime Manufacturers -Details to be given for BHEL concurrence | |
| Finish | Material to be free from all mill scales, laminations , bends and cracks. Edges shall be neatly trimmed by hot saw. Smooth surface. | |
| Packing | In bundled condition only (10 MT -Max). | |
| 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 | |
| Structural Items agreed in MOU | Certification & Marking in ASME specification as SA/IS 2062 for all grades covered in MOU (E250 Gr A & Gr BR) as and when stated in PO | |
| Item Description | | |
| ISA 35 mm | Leg thickness 5 & 6 mm | |
| ISA 40 mm | Leg Thickness 5 & 6 mm | |
| ISA 45 mm | Leg Thickness 5 & 6 mm | |
| ISA 50mm | Leg Thickness 6 mm | |
| ISA 60 mm | Leg Thickness 6 mm | |
| ISA 65 mm | Leg Thickness 6 & 8 mm | |
| ISA 70 mm | Leg Thickness 6 & 8 mm | |
| ISA 75 mm | Leg Thickness 5, 6, 8 &10 mm | |
| ISA 80 mm | Leg Thickness 6, 8 &10 mm | |
| ISA 90 mm | Leg Thickness 6, 8 &10 mm | |
| ISA 100 mm | Leg Thickness 6, 8, 10, 12 & 15 mm | |
| ISA 110mm | Leg Thickness 8, 10, 12 & 15 mm | |
| ISA 130mm | Leg Thickness 8, 10, 12 & 16 mm | |
| ISA 150mm | Leg Thickness 10, 12, 16 & 20 mm | |
| ISA 200 mm | Leg Thickness 12, 16, 20 & 25 mm | |
| ISMC 75 X 40 mm | | |
| ISMC 100 X 50 mm | | |
| ISMC 125 X 65 mm | | |
| ISMC 150 X 75 mm | | |
| ISMC 175 X 75 mm | | |
| ISMC 200 X 75 mm | | |
| ISMC 225 X 80 mm | | |
| ISMC 250 X 82 mm | | |
| ISMC 300 X 90 mm | | |
| ISMC 350 X 100 mm | | |
| ISMC 400 X 100 mm | | |
| ISMB 100 X 50 mm | | |
| ISMB 125 X 70 mm | | |
| ISMB 150 X 75 mm | | |
| ISMB 175 X 85 mm | | |
| ISMB 200 X 100 mm | | |
| ISMB 250 X 125 mm | | |
| ISMB 300 X 140 mm | | |
| ISMB 350 X 140 mm | | |
| ISMB 400 X 140 mm | | |
| ISMB 450 X 150 mm | | |
| ISMB 500 X 180 mm | | |
| ISMB 600 X 210 mm | | |
| TMT IS 1786 Fe 500/500D (Straight Form) | Dia 8, 10, 12, 16, 20, 25, 32, 36, 40 mm | |
| TMT IS 1786 Fe 500/500D (Straight Form) | Suitable for Marine environment with Micro Alloying Combination Cu+ Cr >0.4% on Product analysis | |
| Corrosion Resistance TMT | Dia 8, 10, 12, 16, 20, 25, 32, 36, 40 mm | |
| VENDOR (Stamped & Signed) | M/s BHEL Quality Trichy | M/s BHEL Planning/MM/Steel Trichy |
| | | M/s BHEL Purchase/MM/Steel Trichy |

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| 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 GSTN 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/Warrantee 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 | | |
| Any other local body duties | Applicable taxes to be indicated in offer and is payable extra only on submission of documentary proof | |
| Delivery condition | Structural & TMT: Delivery should be made in bundled condition without mixing of sections. Delivery schedule mentioned in Purchase Order shall be final. 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 items only. Proper packing and dunnage is to be ensured. Loading 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. | |
| Pricing Of Angles | Single price to be quoted for angles of identical size irrespective of leg thickness. In case of differential price being quoted the least price will be considered. | |
| Supply Quantity Tolerance | If mentioned otherwise in the PO, the supply tolerance shall be +/- 10% for each item in PO | |
| Liquidated Damages | 0.5% of undischarged 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. | |
| Material Warantee | Free replacement of whole material in case of notification of defect in material within the period of One year from TC/Invoice date | |
| VENDOR (Stamped & Signed) | | M/s BHEL Purchase/MM/Steel Trichy |

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| Commercial Terms and Conditions | | |
| Details | BHEL Requirements | Supplier Acceptance |
| 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. | | |
| Breach of contract | Breach of contract, Remedies and Termination: 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 | a) In case of credit payment term delivery period shall be 45 days from the date of PO. b) In case of LC payment term delivery period shall be 45 days from the date of LC establishment. | |
| Disptach Modality | Road/Rail as indicated by BHEL | |
| 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 mill | |
| 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 buyer + 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 Demmurages 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 free of cost (inclusive of freight, material cost, taxes etc.) up to destination with 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. | |
| Test Certificate | To be provided as per BHEL requirements (normally 3 copies) and extra if demanded by BHEL without any extra cost | |
| 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. | |
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| Commercial Terms and Conditions | | |
| Details | BHEL Requirements | Supplier Acceptance |
| 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. | |
| Single point contact for BHEL Order processing | To be provided with mail ID, Address, Phone No. Etc. | |
| Force Majeure | <p>a. Notwithstanding the provisions contained in other clauses of the MOU, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p> | |
| 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 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.</p> | |

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| Resolution of Disputes | <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. 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 as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.</p> | |
| 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 any contract. | |
| VENDOR (Stamped & Signed) | M/s BHEL Purchase/MM/Steel Trichy | |