

BHARAT HEAVY ELECTRICALS LIMITEDMM/RM/PURCHASE/PIPES
BHEL / TRICHY-620 014.Eng: ANNEXURE-B
1202100001**Enquiry Terms & Conditions for Supply of Seamless Tubes/Pipes**

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> Bidders from a country which shares a land border with India will be eligible to bid only if they are registered with the competent Authority (Registration Committee constituted by DPIIT as per annex I of the Order-DoE OM No.6/18/2019-PPD dt.23.07.2020). In case, offers are received from bidders from Countries sharing border with India, a maximum period of 30 days shall be allowed from the Part-I (Technical Bid) opening date within which bidders from such countries should have registered with DPIIT. The DoE order is not applicable to bidders from those countries (even if sharing border with India) to which Government of India has extended line of credit or in which Government of India is engaged in development projects. For such countries MEA website https://www.mea.gov.in is to be referred.	
02.	<u>Specification, Size & Quantity:</u> a) Specification, size and quantity shall be as given in enquiry. b) Tender Items to be supplied fully meeting the TDC: 0:101 Rev 20. c) 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. d) All pipes are to be stenciled and colour coded, longitudinally and continuously throughout the length of the pipes with specific details as listed out in the above respective TDCs and the SIPP 21 Rev 07. e) All Pipes are to be supplied to the specific length detailed in the description. Any deviation in length has to be indicated in the offer itself. Supplier shall indicate the place of manufacture & mill name in the offer.	
03	<u>Pre-Qualification Requirement (PQR)</u> In addition to the TDC requirements, suppliers shall meet the Pre-Qualification Requirements as applicable (Ref:MM: Pur: FB: Pipes Rev 00 DT: 15.02.2021). The offers of the suppliers who fail to do so will be liable for rejection.	
04	<u>Offer Submission:</u> a) The tender will be operated on Two part bids basis i.e. Part I -Techno-Commercial Bid & Part II- Price Bid in NIC PORTAL (https://eprocurebhel.co.in) ONLY. b) 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.	
04	<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.	
05	<u>Validity:</u> Offer/Price validity of 60 days is required from the Price bid opening date.	

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06	Delivery: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order.						
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CARBON STEEL							
P12 & P22							
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07	Terms of Delivery: A. INDIGENOUS: - Bidders should submit their offer for FOR Destination -BHEL Stores, Trichy. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection etc. - Any other extra charges like GST, SGST, CGST, IGST etc. are to be indicated clearly. The offer will be evaluated on total landed cost to BHEL Trichy. - Any other Tax are to be indicated in offer and is payable extra only on submission of documentary proof. - ITC: If the tenderer is availing ITC for this input material, the effect of preformed credit should be passed on to the purchaser. Tenderer under ITC shall be preferred. - The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. Information for 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: - Vendor declaring such invoice in Form GST ANX-1 - 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 dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). - 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.						

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10. 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.
11. 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.

B. IMPORTS:

- 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 shipment mode shall be “Containerized Cargo” only and to be specified clearly in the offer.
- For Japanese sources only, the shipment mode shall be “Containerized Cargo or Break Bulk” and to be specified clearly in the offer

FOR CFR INCO TERMS – CONTAINERIZED CARGO

- 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. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost.

- 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”.

BREKBUK CARGO (Applicable for Japanese sources only):

- 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.

INFORMATION TO IMPORT SUPPLIERS:

- A) The Indian Customs imposed, a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter)

- a) 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.

- b) Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to:

- (i) Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival
- (ii) Discrepancy in documents
- (iii) Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)

- B) All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis

- (i) 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.

- (ii) 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.

- (iii) 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.

- (iv) 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:

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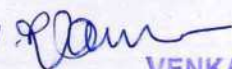
	a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge	
08	Transport Conditions for Import: The Original 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. a) In the event of delayed submission of documents by the supplier, an amount up to 5% of the invoice value will be retained towards demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. b) 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". c) Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. d) This is required to ensure avoidance of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
09	Payment terms: ➤ Indigenous: i) BHEL Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials. ii) 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. ➤ Imports: i) 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 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. iii) Offers quoting LC at sight / Advance payment terms will not be considered for evaluation.	
10	Liquidated Damage (Indigenous & Imports): 1. 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. 2. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). IMPORT: For CFR terms, BL date will be considered for LD calculation. INDIGENOUS: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation.	
11	Special Provisions for Micro and Small Enterprises (MSE) (Subject to the participating MSE vendors meeting the tender requirements of BHEL) 1. 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. 2. Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. 3. If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. 4. 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.	

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	5. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the earmarked 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. 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%. 6. In case of tendered item is non-splitable or non-dividable, etc. MSE Quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE (subject to acceptance of L1 price by MSE vendor), considering spirit of Policy for enhancing the Govt. Procurement from MSE. 7. 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 along with the offer, Valid EM-II certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.	
12	Public Procurement policy: The following clauses are applicable for this tender Public Procurement (Preference to Make in India), Order 2017. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase and / or local content in respect of this procurement, same shall be applicable." To this effect self-certification Format is attached. Indigenous vendors to submit the same along with the offer, duly filled and signed. Public Procurement policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2018 In line with the Public Procurement policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2018, the following clauses are applicable. • Increase in percentage of procurement of goods and services from MSEs from the present atleast 20% to atleast 25%. • Minimum of 3% for reservation for women owned MSEs within the above mentioned 25% reservation. • Increase in procurement target from MSEs owned by SC/STs from the existing 4 to 6.25% (25% out of target of 25%). • In tenders, reservation of 25% quantity in place of 20% for MSEs quoting within price band of L1+15%. Payment for MSE Indigenous vendors will be as per MSMED Act, 2006.	
13	Risk Purchase clause: BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance. The value under Risk purchase clause shall be calculated as follows: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract ii. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. iii. H = Overhead Factor shall be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). * Balance scope of work/ supply Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.	

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	Note: In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.	
14	Non-Disclosure Agreement (NDA): The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
15	Patent Right 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.	
16	PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT	VENDOR COMMENTS
	A. Whether 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.	YES / NO
	B. If yes, mention the Concessional Customs Duty (Such Duty Benefits)	%
	C. Documentary proof for the applicable Concessional Customs Duty (eg. CEPA or other agreement) shall be submitted along with the Part-1 bid.	SUBMITTED/ NOT SUBMITTED
	D. Relevant documents 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.	
17	Role of Agents a. BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders. b. 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. c. 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 . In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer 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.	
18	Agency Commission: ➤ 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.	
19	Evaluation Criteria: 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) Indigenous Vendors 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), Trichy 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) Import Vendors

Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for Container Shipment (D) + Loading for payment term & LD (E)

- A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LIFO – 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 2.22% 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. In case of shipment through containers, If 14 free days for Container detention is not provided in the offer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.
- E. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.

20 General condition:

- a) 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.
- b) 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 and one copy of all such TCs are to be provided to BHEL, Trichy.
- c) 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.
- d) 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.
- e) We require the shipment of the Tubes & pipes to be as per the dates mentioned against the individual items in the enquiry.
- f) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.
- g) Confirmation for partial ordering to be indicated in the offer itself.
- h) No revision of prices will be entertained after the tenders are opened.
- i) 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.
- j) BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.
- k) Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same.
- l) 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.
- m) 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.
- n) Offer will be evaluated based on Landed cost to BHEL- Trichy on individual line item basis only.
- o) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip
- p) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.

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BHEL, TRICHY - 620 014.

	q) No payment will be made for the excess quantity / length. r) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. s) The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website -www.bhel.com. t) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. u) 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.																			
21	Fraud Prevention Policy & Suspension of Business Dealings "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." Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php which includes actions that would be taken against suppliers who do not execute the order placed on them.																			
22	Cartel Formation: All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.																			
23	Integrity Pact (IP): (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table><tr><th>IEM</th><th>Email</th></tr><tr><td>Shri Arun Chandra Verma, IPS (Retd.)</td><td>acverma1@gmail.com</td></tr><tr><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td>vbsinghips@gmail.com</td></tr></table> (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: Details of contact person(s): <table><tr><td>(1)</td><td>(2)</td></tr><tr><td>Name: S Anand Kumar /SDGM</td><td>Name: Venkata Ramana Pilla / DM</td></tr><tr><td>Deptt: MM/RM</td><td>Deptt: MM/Purchase/Pipes</td></tr><tr><td>Address: 4th Floor, 24 Building, HPBP, BHEL, Trichy- 620014</td><td>Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014</td></tr><tr><td>Email: sak @ bheL.in</td><td>Email: pvrmana @ bheL.in</td></tr><tr><td>Phone: 0431-257-5215</td><td>Phone: 0431-257-5182</td></tr></table>		IEM	Email	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com	(1)	(2)	Name: S Anand Kumar /SDGM	Name: Venkata Ramana Pilla / DM	Deptt: MM/RM	Deptt: MM/Purchase/Pipes	Address: 4th Floor, 24 Building, HPBP, BHEL, Trichy- 620014	Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014	Email: sak @ bheL.in	Email: pvrmana @ bheL.in	Phone: 0431-257-5215	Phone: 0431-257-5182
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Email: sak @ bheL.in	Email: pvrmana @ bheL.in																			
Phone: 0431-257-5215	Phone: 0431-257-5182																			

P.V. Pillai

VENKATARAMANA PILLA
Deputy Manager
Materials Management / Pipes
BHEL, TRICHY - 620 014.

24	<u>Resolution of Disputes:</u> a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract; either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-) c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy. d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.
25	<u>In the event of Force Majeure:</u> 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. 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. 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.
26	<u>Execution of the order:</u> a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. b. In the 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 c. 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.
27	a) TDC: 0:101 Rev 20 b) SFR c) SIPPP21-07 Colour Code d) PQR e) NDA Format f) Pre-signed Integrity pact
 (On behalf of BHEL) VENKATARAMANA PILLA Deputy Manager Materials Management / Pipes BHEL, TRICHY - 620 014.	
<u>SIGNED BY MANUFACTURER / MILL</u> Name of Mill: Designation / Department: Seal & Signature	

BHARAT HEAVY ELECTRICALS LIMITED

MM/RM/PURCHASE/PIPES

Ref: MM: Pur:Pipe:FB: Rev 00

Dt:15.02.2021

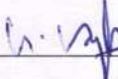
Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel/Stainless Steel Pipes through Open Tender (As per TDC: 0:101 Rev 20)

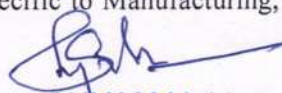
A) Organizational Capability:

1. Manufacturers having Pipe mill are only eligible to participate. Offers from traders, re-rollers (Suppliers having only cold finishing facility), fabricators and stockists are not acceptable and will not be considered for evaluation.
2. Source of raw material (Billets or blooms) for the manufacturing of Pipes shall be from **IBR** approved well known steel maker or certified by **IBR** approved inspecting authority (Form-IV to be attached in all cases). If the Raw material is sourced from different sources, all the sources should be indicated in the offer, and the supplies should be restricted to the indicated list of raw material sources.
3. As per the Steel and Steel Products (Quality Control) Order-2020 dt 27.05.2020 issued by Ministry of Steel, Government of India, all stainless steel Pipes shall be made from the stainless steel products (billets/blooms) conforming to equivalent IS standards. IS marked raw material MTC (billets/blooms) shall be submitted along with product test certificate/s
4. Vendor to indicate the nature of the firm. Product catalogue shall be submitted.
5. Suppliers shall submit filled in supplier facility report for Pipe mill (Format enclosed). Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for Heat treatment & Non-Destructive Testing (On-line UT & Online Thickness Measurement facility for Pipes) are mandatory requirements for consideration of the offer.
6. Chemical, Mechanical testing shall be done in house or at Labs certified as per ISO 17025 or Government approved labs.
7. Suppliers shall submit a valid ISO 9001 certificate or Quality Assurance Manual or Written down procedure.
8. BHEL/End customer reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection.
9. BHEL/End customer reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.
10. BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.
11. BHEL reserves the right to carry out audit checks at BHEL on the materials supplied at the time of receipt.

B) Technical Competence:

1. Point by point confirmation to the TDC requirements is mandatory for consideration of offer and signed TDC shall be submitted.
2. Suppliers shall submit manufacturing process flow chart from Raw material (Billets or Blooms) to finished product to meet the TDC requirements along with technical bid.
3. Suppliers shall submit the experienced manpower details specific to Manufacturing, Quality and NDE requirements.


UDAYA KUMAR
Deputy Manager
MM / RM / Planning (Pipes)
Materials Management / FB
BHEL, TRICHY - 620 014.


SHYAMALADEVI S
Deputy Manager
Quality Assurance
BHEL, TRICHY - 620 014

Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel/Stainless Steel Pipes through Open Tender (As per TDC: 0:101 Rev 20)

C) Past Experience/ Performance:

1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity for each specification.
2. Suppliers shall have supplied Pipes as per the specification given below.
 - i. For Carbon Steel Pipes: Either in SA106GRB/ SA106GRC or any alloy steel Grades.
 - ii. For Alloy Steel Pipes: Either in SA335P12 / SA335P22 or any higher alloy steel grades.
 - iii. For Alloy Steel Pipes (SA335P91): Either in SA335P91/ SA335P92 Grades
 - iv. For Alloy Steel Pipes (SA335P92): In respective grade SA335P92.
 - v. For Stainless Steel Pipes: Either in SA312TP316, SA312TP316L or any higher Stainless Steel grades
3. Details of supplies made in past 5 years indicating the Quantity, Size, Specification & Customer details shall be submitted year wise.
4. Unpriced PO copies & Proof of supply (such as invoice / bill of lading copies and sample test certificates) against the tendered specification shall be submitted as mentioned above in Clause C2.
5. Unpriced PO copies & Proof of supply (such as invoice / bill of lading copies and sample test certificates) covering minimum and maximum sizes meeting the tendered size requirements shall be submitted as mentioned above in Clause C2.
6. The manufacturing size range shall be indicated in the offer. However, if credential is not available for any specific tendered size, then specific declaration shall be submitted by mill stating the capability to produce that quoted size/s.

D) Financial Soundness:

1. Indigenous suppliers shall submit Audited copies of annual reports (Balance Sheets), Profit & Loss statement for the last four years (or from date of incorporation whichever is less).
2. Import suppliers shall submit latest report from a reputed third party business rating agency like Dun & Bradstreet, Credit reform etc.

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

BHEL shall consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. If required, BHEL shall make on-site assessment of the facilities at supplier's works during the bid evaluation.


K. UDAYA KUMAR
Deputy Manager
MM / RM / Planning (Pipes)
Materials Management / FB
BHEL, TRICHY - 620 014.


SHYAMAL
Deputy Manager
Quality Assurance
BHEL, TRICHY - 620 014

SHYAMAL
Deputy Manager
Quality Assurance
BHEL, TRICHY

TENDER DETAILS

ENQUIRY No.	1202100001	ENQUIRY DATE	06.03.2021.
DESCRIPTION	Supply Seamless Steel Pipes of specification SA106GRC, SA335P12, SA335P22, SA335P91 & P92	DUE DATE	03.04.2021.

Item Sl. No.	Description	Material Code	Quantity (Meters)
10	PIPE 168.30 X 47.60 - 4000 - SA335P12	150904474000	72
20	PIPE 219.10 X 40.00 - 4000 - SA335P12	150902504000	36
30	PIPE 219.10 X 40.00 - 6500 - SA335P12	150902506500	208
40	PIPE 219.10 X 40.00 - 7200 - SA335P12	150902507200	187.2
50	PIPE 273.00 X 50.00 - 6500 - SA335P12	150902406500	32.5
60	PIPE 273.00 X 50.00 - 6700 - SA335P12	150902406700	20.1
70	PIPE 273.00 X 50.00 - 7200 - SA335P12	150902407200	28.8
80	PIPE 323.90 X 55.00 - 7900 - SA335P12	150902487900	63.2
90	PIPE 323.90 X 80.00 - 5500 - SA335P12	150902565500	5.5
100	PIPE 355.60 X 65.00 - 4000 - SA335P91	150836374000	12
110	PIPE 355.60 X 65.00 - 4300 - SA335P91	150836374300	4.3
120	PIPE 355.60 X 70.00 - 5700 - SA335P12	150905165700	5.7
130	PIPE 406.40 X 70.00 - 4100 - SA106GRC	150835114100	16.4
140	PIPE 406.40 X 75.00 - 4100 - SA335P91	150922594100	12.3
150	PIPE 406.40 X 80.00 - 4100 - SA335P12	150905194100	8.2
160	PIPE 406.40 X 80.00 - 4400 - SA335P12	150905194400	8.8

170	PIPE 406.40 X 85.00 - 4600 - SA335P91	150923284600	18.4
180	PIPE 406.40 X 90.00 - 4000 - SA335P91	150921414000	4
190	PIPE 406.40 X 90.00 - 5200 - SA335P91	150921415200	10.4
200	PIPE 406.40 X 90.00 - 5500 - SA335P91	150921415500	33
210	PIPE 406.40 X 90.00 - 6800 - SA335P91	150921416800	6.8
220	PIPE 457.20 X 65.00 - 4000 - SA106GRC	150833504000	40
230	PIPE 457.20 X 65.00 - 7000 - SA106GRC	150833507000	133
240	PIPE 508.00 X 120.00 - 4500 - SA335P92	150970444500	18
250	PIPE 508.00 X 80.00 - 3500 - SA335P91	150921643500	7
260	PIPE 508.00 X 80.00 - 5200 - SA335P91	150921645200	5.2
270	PIPE 558.80 X 81.00 - 7800 - SA106GRC	155833727800	54.6
280	PIPE 559.00 X 80.00 - 3500 - SA335P91	150921053500	7
290	PIPE 609.60 X 40.00 - 6800 - SA335P91	150923306800	20.4
300	PIPE 660.00 X 90.00 - 5500 - SA106GRC	150835885500	11
310	PIPE 660.40 X 35.00 - 3500 - SA335P91	150923323500	7
32	PIPE 660.40 X 35.00 - 6500 - SA335P91	150923326500	6.5
33	PIPE 660.40 X 35.00 - 7200 - SA335P91	150923327200	14.4
34	PIPE 711.00 X 90.00 - 8500 - SA335P91	150921208500	34
35	PIPE 711.20 X 50.00 - 6700 - SA335P91	150923296700	20.1
36	PIPE 812.80 X 100.00 - 6000 - SA335P91	150923316000	30
37	PIPE OD 114.3 X 17.12 X 6000 - SA335P91	150921756000	264
38	PIPE OD 323.9 X 60 X 6100 - SA335P12	150902776100	12.2
39	PIPE OD 323.9 X 60 X 6700 - SA335P12	150902776700	40.2
40	PIPE OD 323.90 x 65 x5000 SA335P22	150912455000	20

41	PIPE OD 355.6 x 69.8 x 5000 - SA335P12	150903075000	40
42	PIPE OD 406.4 X 80.7 X 5000- SA335P12	150903275000	20
43	PIPE OD 406.4 X 93.4 X 5000- SA335P12	150904415000	15
44	PIPE OD 406.4 X 93.4 X 6000 - SA335P12	150904416000	24
45	PIPE OD 457.2 x 65 x 5000 - SA106GRC	150833505000	70
46	PIPE OD 457.2 x 65 x 6500 - SA106GRC	150833506500	91
47	PIPE OD 508 X 80 X 6500 - SA335P91	150921646500	26
48	PIPE OD 508 X 90 X 5000 - SA106GRC	150835225000	10
49	PIPE OD 508 X 90 X 5600 - SA106GRC	150835225600	33.6
50	PIPE OD 559X80X6700-SA335P91	150921056700	6.7
51	PIPE OD168.3X18.26X6000-SA335P12	150904626000	360
52	PIPE OD-219.1X45X4000-SA335P12	150904254000	32
53	PIPE OD-219.1X45X4500-SA335P12	150904254500	27
54	PIPE OD-323.9X55X6000-SA335P12	150902486000	12
55	PIPE OD-323.9X80X5000-SA335P12	150902565000	10
56	PIPE OD-406.4 X 80 X 4500-SA335P91	150921784500	18
57	PIPE OD-406.4X90X5000-SA335P91	150921415000	15
58	PIPE OD-457 X 80 X 4000-SA335P12	150905304000	4

ATTACHMENTS:

Annexure B - Enquiry Terms and Conditions

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.

	BHEL – Tiruchirappalli - 620014, India. Quality Assurance Department TECHNICAL DELIVERY CONDITIONS	Doc No: TDC:0:101 Rev No: 20 Effective Date: 26/09/2019 Page: 1 of 4
Product: Seamless Steel Pipes (for Boiler And Piping)		

Record of Revision:

Rev 10: 27/01/04 Cl.8 Hydraulic test removed, further clauses renumbered. Annexures introduced for Cl.11. In Cl.2 limits for carbon in Gr C modified. In Cl. 4 normalizing made mandatory for all pipes of Gr C & Gr B meant for fitting. In Cl.5.0 test coupon for pipes meant for fittings removed.

Rev 11: 29/12/07 Cl 1, P92 included. P2, P5, P9, 304L, 321 Deleted. Cl.4, 10, 11, modified.

Rev 12: 29/07/10 Cl 1, P91, P92 Deleted and included in TDC 0123; Cl: 4, 5, 7, 8, 10, 11 modified.

Rev 13: 26/10/12 Cl 2, 6 & 11 modified for SS material

Rev 14: 29/12/12 Cl 4 – Heat treatment for CS modified. Cl 6 – corrected.

Rev 15: 28/11/13 TDC 123 Rev 00 and TDG 32 Rev 03 merged with TDC 101 Rev 15 & Product description modified. Cl 3 added. Cl 5, Cl 8, Cl.12 modified. SA335 Gr 91, 92 included (Cl 1) and subsequent dimensional tolerance (Cl 3), heat treatment (Cl 5), mechanical testing (Cl 6), and photomicrograph (Cl 7 iii) added. SA335 Gr 23 removed from TDC 123 Rev 00

Rev 16: Cl 3– OD & ID tolerance revised, Cl 5– temperature for Gr 91, 92 modified, Cl 6 – mechanical test values changed in-line with ALSTOM purchase specification, Cl 7 – PMI magnification & frequency clarified, Cl 9&11 – modified, Cl 12–changed as per latest IBR.

Rev 17: Dt: 13/10/2017: Cl 1 modified; Cl 4 modified to include finishing process and polygonization requirements for pipes of OD ≤ 76.1; Cl 5 modified; Cl 6(c) added to include creep requirements; Cl 8 & 9 modified; Cl 12–changed as per latest IBR to include MAWP requirements and IBR Form IV.

Rev. 18: Dt: 11/11/2017: Cl. 6(c), Cl.12.3 (vii)–creep requirements removed.

Rev. 19: Dt: 03/05/2018: Cl 2 added to include Billet/Bloom Requirements, Cl. 13.3 (vii) added to include mill TC certification

Rev. 20: Dt: 26/09/2019: Cl 2 modified based on feedback from user departments, suppliers and internal discussions, Cl 14 added

1. MATERIAL:

Specification	:	ASME (Latest as on the date of Enquiry/PO, whichever is earlier):
Carbon Steel (CS)	:	SA106 Gr B & C
Alloy Steel (AS)	:	SA 335 Gr P11, P12, P22, P91 & P92 (Code Case: 2179)
Stainless Steel (SS)	:	SA 312 Gr TP 316, TP 316L
Additional requirement	:	As listed below (Supplementary to above material specifications).
Pipe Size and Qty	:	As per Purchase Order

2. BILLET/BLOOM REQUIREMENTS:

The billets/blooms shall be fully killed.

For carbon steel and alloy steel, billets/blooms shall be made by vacuum degassing. For Stainless steel, billets/blooms shall be made by vacuum degassing or argon oxygen decarburization (AOD).

Chemistry shall be controlled as given below for below specified grades. For all other grades, it shall be as per applicable material specifications:

Ladle Analysis:	SA 106 Gr B:	Carbon: 0.25% Max.
	SA 106 Gr C:	Thickness ≤ 20mm Carbon: 0.25 Max. Thickness > 20mm Carbon: 0.30 Max.
	SA335 P92 :	Si: 0.10-0.50%; Ni: 0.30max and Cu: 0.25max

The billet/bloom shall conform to the chemical and process requirements of respective pipe specifications. The billet/bloom shall be sourced from IBR well-known steel makers or with inspection and certification by IBR authorized Inspecting Authority in case the mill is not approved by IBR. Mill test certificate shall be submitted to BHEL.

3. CHEMICAL COMPOSITION:

3.1 Product analysis on pipes is required for all steels. Chemistry shall be controlled as per applicable material specifications and the elements including Carbon (for SA 106 Gr B & C), Si, Ni & Cu (for SA335 GrP92) as indicated in Clause 2 shall also be reported in the product analysis.

3.2 All raw materials used in steel making including incoming scrap shall be checked by supplier to ensure freedom from radioactivity (Applicable for SS material only).

	BHEL – Tiruchirappalli - 620014, India. Quality Assurance Department TECHNICAL DELIVERY CONDITIONS	Doc No: TDC:0:101 Rev No: 20 Effective Date: 26/09/2019 Page: 2 of 4
Product: Seamless Steel Pipes (for Boiler And Piping)		

4. DIMENSIONAL TOLERANCES:

- 4.1 SA335 Gr P91, P92: For outside diameter (OD) controlled Pipes the tolerance on OD shall be: $\pm 1\%$ (Max: 4mm) of Nominal OD.
- 4.2 Other than SA335 Gr P91, P92: For outside diameter (OD) controlled Pipes the tolerance on OD shall be: $\pm 1\%$ (Max: 6 mm) of nominal OD.
- 4.3 ID specified pipes are specified by the maximum internal diameter and minimum wall thickness. The tolerance if not specified in the PO shall be ID: +0.0mm, -3.2mm & Thickness: +6.4mm, -0.0mm
Weight per metre: +10%, -5% on nominal weight **
** Nominal weight of ID pipe per metre shall be calculated as follows,
Weight_{nom} = (ID_{nom} + t_{nom}) * t_{nom} * 0.02466 kg/metre, where
ID_{nom} = ID_{max} - 1.6mm; t_{nom} = t_{min} + 3.2mm

5. STRAIGHTNESS & POLYGONIZATION:

The Pipes shall not deviate from straightness by more than 1mm in any one meter and shall not be more than 6mm over the entire length for Pipes of OD > 76.1mm. A sharp bend at the end or kink and twist are not acceptable. These limitations are applicable for any given plane.

Also, for Pipes with OD ≤ 76.1 mm, the pipes shall be made by process specified below:

1. All pipes shall be cold formed in case of "t/D" ratios > 0.15, where "t" is the specified nominal wall thickness and "D" is the specified nominal OD of the pipe.
2. Pipes may be cold formed or hot formed in case of "t/D" ratios upto and including 0.15.
3. The degree of polygonization (P), measured as indicated in Fig.1 & calculated using the below formula, shall not exceed 15% in both the above cases:

$$P = \{[\sum SB - \sum SA] / [0.135 \cdot (3D - \sum SA)]\} \cdot 100$$

Where, P is the degree of polygonization in %

D is the specified nominal OD of the pipe

$\sum SB$ is the sum of maximum pipe wall thicknesses measured at 6 locations 60 degrees apart and

$\sum SA$ is the sum of minimum pipe wall thicknesses measured at 6 locations 60 degrees apart.

Wall thickness shall be measured using profile projector/shadowgraph/digital scanner/any other suitable instrument meant for this purpose.

Definition of the measure points:

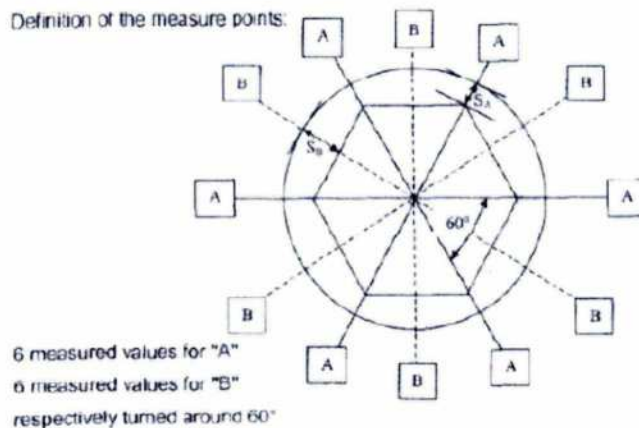


Fig. 1

	BHEL – Tiruchirappalli - 620014, India. Quality Assurance Department TECHNICAL DELIVERY CONDITIONS	Doc No: TDC:0:101 Rev No: 20 Effective Date: 26/09/2019 Page: 3 of 4
Product: Seamless Steel Pipes (for Boiler And Piping)		

6. HEAT TREATMENT:

The heat treatment temperatures and soaking time shall be reported in the test certificate.

6.1 CS: Hot Finished: OD $\leq$ 76.1mm no heat treatment required. OD > 76.1mm shall be in Normalized condition.

CS: Cold Finished: All sizes – In sub critical annealed, fully annealed or in Normalised condition.

6.2 AS: All sizes – SA335 Gr P11, P12 & P22 – Either in Normalised and tempered or Isothermal Annealed condition.

6.3 AS: All sizes – SA335 Gr P91 & P92: All pipes Normalised as per material specification and Tempered at 750-780 °C.

6.4 SS: All sizes – Solution Annealed condition as per material specification.

7. MECHANICAL TESTS:

a) As per specification. Quantum of test: As per specification – For each nominal size per heat per heat treatment batch. (Minimum 2 pipes for first 100 pipes and 1 per 100 or part thereof for pipes over 100 numbers, as per IBR).

b) For alloy steel pipes meant for fitting (As indicated in the Purchase order), test coupon shall be in normalised and tempered condition.

P91- TS: Min: 630MPa, Max: 850MPa; YS: (0.2% offset):450MPa Min; Hardness (HB): Min: 195 Max: 250

P92- TS: Min: 630MPa, Max: 850MPa; Hardness (HB): Min: 190 Max: 250

P91, P92 hardness shall be checked on each pipe and values reported in MTC.

8. NON DESTRUCTIVE TEST:

8.1 ULTRASONIC TEST : ASTM E213

Calibration: Axial 50 mm long V or Square notch, one in OD and the other in ID. Notch Depth: 5% of Max.Thickness.(Min. 0.3 mm, Max. 1.5mm).

For ID<16mm one notch in OD is enough. Scanning:Clockwise and Anti clockwise.

8.2 SS: Finished pipes shall be checked for radioactive contamination and reported. Survey meter shall be used to measure at 5cm near the surface.

Acceptance limits: Shall be less than 0.1 milli Rontgen (mR) per hour or 1 micro Sievert per hour.

8.3 Photomicrograph test for P91 & P92 pipes - Photomicrograph test shall be carried out from a specimen of pipe in the as finished condition for individual size (OD and wall thickness) per heat per heat treatment batch . Acceptance norms - The Material shall be free from any micro fissures. Microstructure shall show tempered martensite and also to be examined for any grain growth and delta ferrite (to be maintained within 3% for Gr92 and within 2% for Gr91 when measured as per VD TUV 1272). Photomicrograph with 400x (Min) magnification along with Photomicrograph report to be provided. The actual magnification and structure shall be indicated in the report.

9. FINISH AND REPAIR:

The Inside & outside surfaces of the pipes shall be free from any imperfections & defects like laps, seams, folds, cracks, pitting etc;. Localised imperfections, if any, may be removed by grinding or skin machining only, ensuring the wall thickness, inside and outside diameter to provide workmanship like finish. Local depressions or ground spots are not acceptable. Loose scales shall be removed by blast cleaning in both inside and outside surface. Repair by welding is prohibited.

10. MARKING: (In English only): All mandatory marking shall be done as per material specification (latest).

10.1 **Details to be identified:** On Each Pipe (1) PO Number (2) Maker's emblem/code (3) Specification & grade (4) Code case, if applicable (5) Heat number (6) Size (OD x Thickness x Length, in mm), (7) No. of pipes (8) Inspector's seal

- Upto OD 31.8 (Excl.) – Sl.No: 1 to 8 to be stamped on metal or plastic tag attached to bundle.
- OD 31.8 to OD 76.1 (Incl.) – Sl.No:1 to 6, 8 to be paint stenciled on each pipe, 1 to 8 to be stamped on metal or plastic tag attached to bundle.
- OD > 76.1- Sl.No: 2 to 6 & 8 to be hard stamped with round edged stamp at 100mm from an end of each pipe and 1 to 6 to be paint stenciled on each pipe.

10.2 **Colour Coding:** Continuous longitudinal colour coding shall be done on the entire length of all pipes, without masking stencilling. Colour coding scheme shall be as per Procedure SIP: PP: 21 (latest).

	BHEL – Tiruchirappalli - 620014, India. Quality Assurance Department TECHNICAL DELIVERY CONDITIONS	Doc No: TDC:0:101 Rev No: 20 Effective Date: 26/09/2019 Page: 4 of 4
Product: Seamless Steel Pipes (for Boiler And Piping)		

11. PRESERVATION:

All pipes except SS shall be applied with resin type rust preventive coating with visibility to stencilled details on outside and either with rust preventive coating or rust inhibitor inside. Thick black coating which camouflages the surface of the pipes is not permitted. SS pipes to be surface treated as per ASTM A380 both inside and outside. Ends to be closed with end caps for secured storage.

12. PACKING:

- 1) Thickness $\leq 2.5\text{mm}$ in boxes.
- 2) OD ≤ 159 mm in bundles. Others in loose condition.
Pipe bundles to be < 4 tons of equal no. of pipes, fastened with galvanised strap/ anti-rust coated (1x25mm.min.) for Carbon Steel & Alloy Steel and by Nylon strap for Stainless Steel at 2 ends & at 1m interval. Wooden pallets to cover pipes are not permitted.

13. INSPECTION AND CERTIFICATION (In English Only):

- 13.1 Products shall be inspected at works and the applicable IBR Form must be countersigned by the Inspecting Authority as indicated below:

Imported Items: Inspecting Authority approved by IBR for the Country of origin (To be concurred by BHEL before placing PO).

Indigenously Supplied items: Director of Boilers/Chief Inspector of Boilers/Inspecting Authority approved by IBR, for the respective state.

- 13.2 Certification in IBR Form III-A for finished pipes from “IBR-Well Known Pipe Maker” or “Inspecting Authority”, as applicable, shall be submitted to BHEL.

Also, certification in IBR Form IV for the raw material signed by “IBR-Well Known Steel Maker” or “Inspecting Authority”, as applicable, shall be submitted to BHEL.

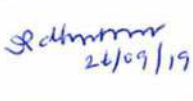
Refer to BHEL Engineering Drawing: 4-03-000-00062 (Latest Rev) for MAWP values for various material grades & sizes at various temperatures.

- 13.3 Additionally, Manufacturer’s Test certificate (MTC) (ORIGINAL in ENGLISH) with following details shall be submitted:

- i) Purchase Order No. (BHEL), TDC No. and its Rev No, Test certificate No. & TC Date, Size and Quantity-Melt wise.
- ii) Specification and Grade with year of code, Code case number (if applicable), Heat Number, Steel & Pipe making process, chemistry including incidental Elements-Ladle and product Analysis.
- iii) Heat Treatment details with actual temperature and soaking time
- iv) Mechanical test Results.
- v) For P91, P92 supplies – the Photomicrograph test report along with photomicrograph with 400X (min) magnification shall be furnished.
- vi) Detailed N.D.E. report with reference norms, Acceptance standards and test results.
- vii) Mill test certificate of the raw material (billets/blooms) as per Cl. 2.

- 13.4 For SS: Measured Radioactivity levels shall be reported in the Mill Test Certificate and shall be submitted to BHEL (Not to be recorded in IBR Form).

- 14 *End use: These pipes are meant for use in subcritical and supercritical Boilers. These pipes shall be capable of undergoing forming, bending and welding operations necessary for the application without developing defects.*

 26/09/2019	 26/09/2019	 26/09/2019	 26/09/19	 26/09/2019
Abdur Rahman Sultan Sr. Engr/QA	K. Sridharan DGM/PE/FB	M. Nadanakumar AGM/MM	R. Dharmar AGM/QC	JVV Aruna Kumar SDGM/QA
Prepared By		Reviewed by		Approved By

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.

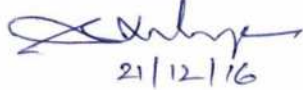
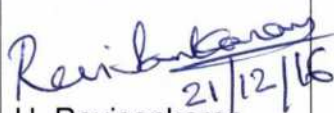
**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI 620 014**

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	 21-12-2016 Vaibhav Saxena	 21/12/16 S. Selvarajan	 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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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

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

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for Seamless Steel Pipes of Specification SA106GRC, SA335P12, SA335P2, SA335P4 & SA335P92.

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

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

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

P.V. Ram

For & On behalf of the Principal

VENKATARAMANA PILLA
Deputy Manager
(Office Seal) **Materials Management / Pipes**
BHEL, TRICHY - 620 014.

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place TRICHY.

Date _____

Witness: S. Anand

(Name & Address) S. ANAND KUMAR
वरिष्ठ उप महाप्रबंधक
Sr. Deputy General Manager
सामग्री प्रबंधन / आरएम
Materials Management / RM
बीएचईएल, तिरुच्चि / BHEL, Trichy - 620 014

Witness: _____

(Name & Address) _____

Clause on IP in the tender"Integrity Pact (IP)"

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

Sl	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

(1) Name: <u>VENKATA RAMANA PILLA</u> Deptt: <u>MATERIALS MANAGEMENT / PURCHASE</u> Address: <u>24, BUILDING - TRICHY</u> Phone: (Landline/ Mobile) <u>0431257 5182 / 9442249538</u> Email: <u>pvramana@bhel.in</u> Fax: _____	(2) Name: <u>S. ANAND KUMAR</u> Deptt: <u>MATERIALS MANAGEMENT / R.M</u> Address: <u>24 - BUILDING - TRICHY</u> Phone: (Landline/ Mobile) <u>0431257 5215 / 9442802989</u> Email: <u>Sak@bhel.in</u> Fax: _____
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 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