

BHARAT HEAVY ELECTRICALS LIMITEDMM/RM/PURCHASE/PIPES
BHEL / TRICHY-620 014.**ANNEXURE-B**
ENQ.NO.4002100001**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> For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT.	
02.	<u>Specification, Size & Quantity:</u> a) Specification, size and quantity shall be as given in enquiry. b) Tender Items to be supplied fully meeting the TDG:101 Rev13 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 SIPPP 21 Rev 07 . e) All Pipes are to be supplied to the specific length detailed in the description. Deviation in length is not acceptable and the same will be liable for rejection of your offer. Supplier shall indicate the place of manufacture & mill name in the offer. f) Offers for Panki project shall be considered from NTPC approved vendors or after getting approval from NTPC before price bid opening as per Annexure D and Annexure E. The list of items for Panki project included in BOQ from Sl no 70 to Sl no 280 (22 Items).	
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: PC: Pipes Rev 00 DT: 15.03.2021). The offers of the suppliers who fail to do so will be liable for rejection.	
04	<u>Offer Submission:</u> - Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the EProcurement NIC PORTAL (https://eprocurebhel.co.in) ONLY. - This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. - Scanned copy of the filled Annexure-B, Tender documents etc., shall be uploaded in the EPS portal. - At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in http://www.bhel.com/tender/	
05	<u>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:</u> Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT-SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal	

	(https://eprocurebhel.co.in). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. For foreign Principal In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/. For Indian agent In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.									
06	Validity: The offers shall be kept open for acceptance for 90 days from the date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds.									
07	Delivery: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order. <table border="1"><tr><td>CARBON STEEL</td><td></td></tr><tr><td>P22</td><td></td></tr><tr><td>P91</td><td></td></tr><tr><td></td><td></td></tr></table>	CARBON STEEL		P22		P91				
CARBON STEEL										
P22										
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08	Terms of Delivery: Indigenous: - Bidders should submit their offer on FOR Destination -BHEL Stores, Thirumayam basis. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered). - The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. Import: - Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis. - Port of loading should be indicated without fail. - Port of discharge should be Chennai. - The preferred shipment mode “Containerized Cargo or Break Bulk” shall be specified clearly in the offer. 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. 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”. BREAKBULK CARGO: 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) Indian Customs imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is Required to be Filed Latest by the End of Day Preceding the Day (including Holidays) of Arrival of the Vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). 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.									

	a) Vendor will be held responsible for the penalty arises against the late filing of Bill of entry due to: - Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival - Discrepancy in documents - Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port) B) All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis - Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. - The detention/demurrage charges arising due to the nomination of containers under single BL to different/multiple CFS by the liner will be deducted from Vendor's bills only. - The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. - Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL. - The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are: - CIC - Container Imbalance Charges/Surcharges - EIC - Equipment Imbalance Charge/Surcharges - CAF - Container/Currency Adjustment Factor - BAF - Bunker adjustment Factor - RDS - Rupee Depreciation Surcharge - CDS - Currency Depreciation Surcharge - PCS - Port Congestion Surcharge - LSS - Low Sulphur Surcharge - Devanning Charges	
09	<u>Transport Conditions for Import:</u> The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. 14 free days for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice." - In the event of delayed submission of documents / non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. - In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". - Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. This is required to ensure avoidance of detention/ demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
10	<u>Payment terms:</u> ➤ <u>Indigenous:</u> - BHEL Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials. - The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated	

	under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Challan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.	
	➤ 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 along with MTC copies for opening of LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. ➤ New Suppliers i) For new suppliers not registered with BHEL, Trichy for the product, payment shall be made 60 days after receipt and acceptance of materials. ii) In case of foreign suppliers, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 60 days from the date of receipt & acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 60 days credit will be opened one month prior to material readiness along with MTC copies. iii) Offers quoting LC at sight / Advance payment terms will not be considered for evaluation.	
11	<u>Liquidated Damage (Indigenous & Imports):</u> - 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". - 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). - Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number. - Indigenous: For "FOR Delivery terms", Lorry way bill date will be taken for LD calculation. • Import: For CFR terms, BL date will be considered for LD calculation.	
12	Goods and Service Tax (GST) Indigenous suppliers: - Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. - Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. - All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). - Invoices will be processed only upon completion of statutory requirement and further subject to following: - o Vendor declaring such invoice in Form GST ANX-1 - o Receipt of Goods or Services and Tax invoice by BHEL - As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the	

	invoices are available in GSTN portal (in BHEL's GST ANX-2). • In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. • In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor • In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. • Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. • Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. • GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor. • GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred. Import Suppliers: Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail. Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our Provisional GST registration no. is 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.	
13	<u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u> (Subject to participating MSE vendors should meet the tender requirements of BHEL) ➤ As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration no along with Udyam registration certificate. ➤ 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately. ➤ In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier. ➤ Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.	

	➤ Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006. ➤ If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable. ➤ Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs. ➤ In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL. ➤ MSE suppliers can avail the intended benefits only if they submit valid Udyam registration certificate along with the offer. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.	
14	<u>Public Procurement policy:</u> The following clauses are applicable for this tender Public Procurement (Preference to Make in India), Order 2017. For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT. In the event of any Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.”	
15	<u>Risk Purchase clause:</u> a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere ,at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract. b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier. c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.	
16	<u>Non-Disclosure Agreement(NDA):</u> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	

17	<u>Patent Right</u> The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.	
18	PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT	VENDOR COMMENTS
	A. Whether PTA/ CEPA or any other agreement/treaty between respective Governments/Countries exists and the same is applicable for your supplies w.r.t this Enquired Items/tender.	YES / NO
	B. If yes, mention the Concessional Customs Duty (Such Duty Benefits)	%
	C. Documentary proof for the applicable Concessional Customs Duty (eg. PTA/ CEPA or other agreement) shall be submitted along with the Part-1 bid.	SUBMITTED /NOT SUBMITTED
	D. Relevant documents and details to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents	CONFIRMED /NOT CONFIRMED
	E In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	CONFIRMED /NOT CONFIRMED
	Note: Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes.	
19	<u>Role of Agents</u> - BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders. - In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same. - BHEL, due to business reasons would ban/ would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com. Any vendor/s /principals proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.	
20	<u>Agency Commission:</u> ➤ In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. ➤ If overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers. ➤ Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier. ➤ For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.	
21	<u>Evaluation Criteria:</u> The offers of both import vendors and indigenous vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation details with respect to the import & indigenous vendors is detailed below: 1) <u>Indigenous Vendors</u> Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D)	

	A. Indigenous vendors submit offers on Free on Road (FOR), Thirumayam in INR. B. GST and any other charges quoted by indigenous vendors will be added to the base price. C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate. D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost. ii) <u>Import Vendors</u> Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for payment term & LD (D) A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (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 2.86% will be added to the CFR Value. The incidental charge is inclusive of Insurance, port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy. D. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost. Note: “In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding”.	
22	<u>General condition:</u> 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 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) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. f) No revision of prices will be entertained after the tenders are opened. g) 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. h) BHEL will consider the ranking after the loading is applied wherever deviations are observed. i) 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.	

	j) 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. k) Offer will be evaluated based on Landed cost to BHEL- Trichy on individual line item basis only. l) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip m) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. n) No payment will be made for the excess quantity / length. o) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. p) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. q) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.	
23	<u>Fraud Prevention Policy & Suspension of Business Dealings</u> "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."	
24	<u>Suspension of Business Dealings with Suppliers/Contractors:</u> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. <u>Integrity commitment, performance of the contract and punitive action thereof:</u> <u>Commitment by BHEL</u> BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. <u>Commitment by Bidder/ Supplier/ Contractor:</u> The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.	
25	<u>Cartel Formation:</u> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other	

	Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.																		
26	Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.																		
27	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 border="1"> <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: pvramana @ 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: pvramana @ bheL.in	Phone: 0431-257-5215	Phone: 0431-257-5182
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Phone: 0431-257-5215	Phone: 0431-257-5182																		
28	Resolution of Disputes: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.																		

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

The Annexure ----- together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

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

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising

out of or in connection with this Contract.

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

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

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

29 In the event of Force Majeure:

- 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.
30	<u>Warranty / Guarantee:</u> Supplier to accept guarantee/warranty of “18 months from dispatch or 12 months from commissioning, whichever is earlier”. Any deviation to this may lead to rejection of the offer. Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.
31	<u>Execution of the order:</u> - BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. 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. - Inspection call for carrying out the Inspection shall be 10 working days before the scheduled contract delivery date. - 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.
	- The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. - The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.
32	<u>Enclosures:</u> - TDG:101 Rev13 - SFR - SIPPP21-07 Colour Code - PQR - NDA Format - Pre-signed Integrity pact
(On behalf of BHEL) VENKATA RAMANA PILLA Digitally signed by VENKATA RAMANA PILLA Date: 2021.05.13 17:32:22 +05'30' <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:PC: Rev 00

Dt:15.03.2021

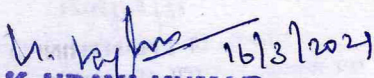
Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel Pipes through Open Tender (As per TDG:7381: Rev01 & TDG:101 Rev 13)

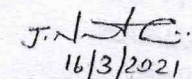
A) Organizational Capability:

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. Vendor to indicate the nature of the firm. Product catalogue shall be submitted.
4. 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.
5. Chemical, Mechanical testing shall be done in house or at Labs certified as per ISO 17025 or Government approved labs.
6. Suppliers shall submit a valid ISO 9001 certificate or Quality Assurance Manual or Written down procedure.
7. 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.
8. BHEL/End customer reserves the right to inspect the first lot of materials at vendor's works for giving clearance before bulk production.
9. BHEL reserves the right to visit supplier's works to audit and inspect to ensure the capability for technical evaluation.
10. 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 TDG requirements is mandatory for consideration of offer and signed TDG shall be submitted.
2. Suppliers shall submit manufacturing process flow chart from Raw material (Billets or Blooms) to finished product to meet the TDG requirements along with technical bid.
3. Suppliers shall submit the experienced manpower details specific to Manufacturing, Quality and NDE requirements.


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


16/3/2021
नन्दिनी. जे / NANTHINI .J
उप प्रबंधक, गुणवत्ता / Deputy Manager, Quality
बीएचईएल, पाइपिंग सेन्टर / BHEL, Piping Centre
टी. नगर, चेन्नै - 17 / T. Nagar - 17

Pre-Qualification requirements (POR) for the procurement of Seamless Carbon Steel/Alloy Steel Pipes through Open Tender (As per TDG:7381: Rev01 & TDG:101 Rev 13)**C) Past Experience/ Performance:**

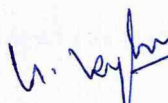
1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity for each specification.
2. **Suppliers shall have supplied Pipes as per the specification given below.**
 - i. For Carbon Steel Pipes: Either in SA106GRB/ SA106GRC 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.
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.

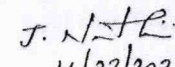
D) Financial Soundness:

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.


16/3/2021
K. UDAYA KUMAR
Deputy Manager
MM / RM / Planning (Pipes)
Materials Management / FB
BHEL, TRICHY - 620 014.


16/03/2021
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उप प्रबंधक, गुणवत्ता / Deputy Manager, Quality
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टी. नगर, चेन्नै - 17 / T. Nagar, Chennai - 17



1.0 GENERAL

Materials: SA106GrB, Gr C; SA 335 P11, P12, P22, P91 & P92 (Code case: 2179).

This Technical Delivery Condition specifies the requirements in addition to ASME SA 106, SA 335.

2.0 BILLET / BLOOM REQUIREMENTS

The billets/blooms shall be fully killed and vacuum degassed. Ladle analysis is required for all steels.

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 $\leq$ 20mm Carbon: 0.25 Max.
	Thickness > 20mm Carbon: 0.30 Max.
SA335 GrP92:	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.

3.0 CHEMICAL COMPOSITION

Product analysis on pipes is required for all steels. Chemistry shall be controlled as per applicable material specifications and the elements including Carbon (for SA106 Gr-B&C), Si, Ni, & Cu (for SA335 Gr-P92) as indicated in Clause 2.0 above shall also be reported in the product analysis.

4.0 TOLERANCES : Unless otherwise specified in the PO, tolerances shall be as below:

4.1 OD specified pipes:-

SA335 P91& P92: the tolerance on OD shall be: $\pm 1\%$ (Max: 4mm) of Nominal OD.

Other than SA335 P91& P92: the tolerance on OD shall be: $\pm 1\%$ (Max: 6mm) of Nominal OD.

4.2 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 meter : +10% , -5% on nominal weight **

** Nominal weight of ID Pipe per meter shall be calculated as follows,

Wtnom =(IDnom + tnom)*tnom*0.02466 kg/meter , where

ID nom = IDmax-1.6 mm ; tnom = tmin+3.2 mm

Actual weight per meter shall be indicated in mill test certificate.

5.0 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 $\leq$ 76.1mm, shall be made by processes 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:

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

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.

J Nanthini/ QA	D Sandra Priya / QA	R Prabha / MM	C Vaithianathan / Engg	K V Ramani / Quality
Prepared by	Reviewed by			Approved by



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

Definition of the measure points:

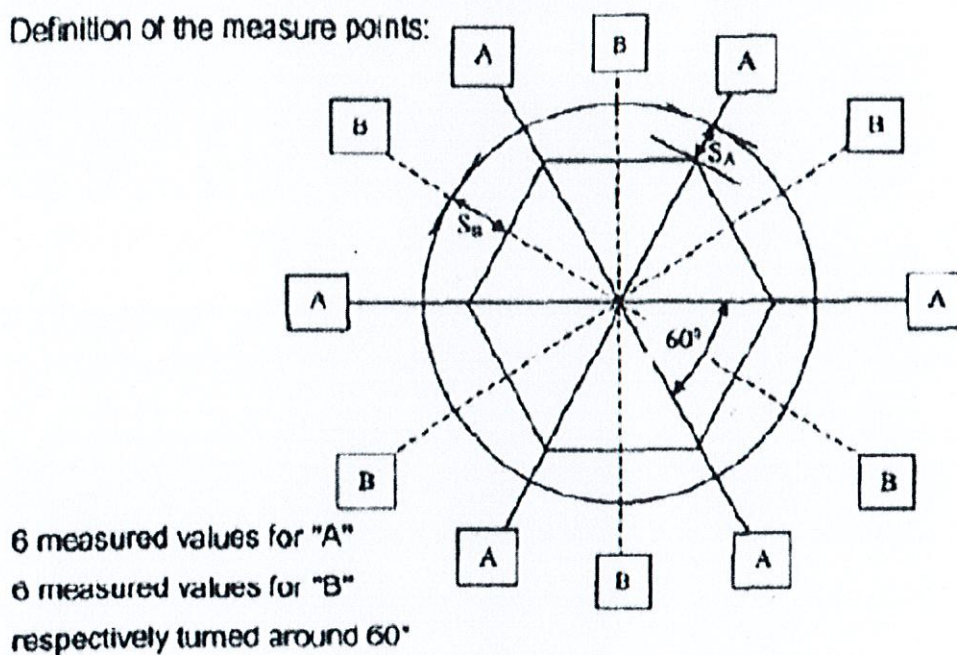


Fig. 1

6.0 HEAT TREATMENT & MECHANICAL TESTS

6.1 HEAT TREATMENT

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

CS: Cold Finished : All Sizes – In Sub-critical annealed, fully annealed or in Normalised condition.

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

AS: All sizes – SA335 P91 & P92: Shall be Normalised as per specification & Tempered between 750°C-780°C.

6.2 MECHANICAL TESTS:

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

For P91 Pipes, Ys (0.2% offset) - 450 MPa Min ; Ts – Min 630 MPa, Max 850 MPa.

For P92 pipes Ts- Min 630 Mpa, Max 850 Mpa.

For other grades, Ys and Ts shall be as per specifications.

6.3 HARDNESS FOR SA 335 P91 & P92 PIPES :

Hardness test shall be carried out on each pipe. The hardness value for P91 shall be 195-250 BHN and that for P92 shall be 190-250 BHN. The hardness test values shall be indicated in the Test certificate

7.0 SUPPLEMENTARY TESTS

These are applicable to SA 106 Cr C, SA335 P11, P12, P22, P91 & P92. The supplementary test results shall be indicated in the Test Certificate along with the mandatory test results.

7.1. **Product Analysis (S1):-** Product Analysis for all steels shall be carried out on 5% of pipes per heat per heat treatment batch (minimum 2 Nos) for size NB 200 mm and above.

7.2. **Transverse tension test (S2):-** Transverse tension test shall be carried out (for size NB 200 mm and above) on one end of 5% of pipes per heat per heat treatment batch (minimum 1 No).

J Nanthini/ QA	D Sandra Priya / QA	R Prabha / MM	C Vaithianathan / Engg	K V Ramani / Quality
Prepared by	Reviewed by			Approved by



7.3. Photomicrograph test for P91 & P92 (S5):- Photomicrograph test shall be carried out from a specimen of pipe in the as finished condition for each 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 shall be indicated.

7.4. Project specific requirement for any other supplementary test as indicated in respective material specification shall be addressed separately in Enquiry / Purchase order.

8.0 NON DESTRUCTIVE TEST

Each pipe shall be ultrasonically tested as per ASTM E 213 in both clockwise & anticlockwise directions; calibration to be done on two axial notches of 50 mm length (inside & outside) and a depth of 5% of wall thickness (minimum 0.3 mm; maximum 1.5mm). The results shall be indicated in the Test Certificate.

9.0 REPAIR

Repair by welding is prohibited. The pipe shall meet the dimensional tolerance (clause 3.0 above) after any mechanical repair as permitted in the standard.

10.0 WORKMANSHIP

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.

11.0 MARKING & COLOUR CODING

The following details are to be marked on the consignment for identification

- 1) PO Number 2) Supplier's emblem/code 3) Specification & grade (Code Case if applicable) 4) Heat number
- 5) Size (OD/ID X Thickness X Length, in mm) 6) No. of pipes 7) Inspector's seal

OD up to 31.8 mm (excluding)	Details 1 to 7 shall be stamped on metal / plastic tag attached to bundle
OD 31.8 mm to OD 76.1mm (including)	Details 1 to 5 shall be paint stencilled on each pipe. Details 1 to 7 to be stamped on Metal / Plastic tag attached to bundle.
OD above 76.1 mm	Details 2,3,4,5 & 7 shall be hard stamped with round edged stamp at 100mm from an end of each pipe. Details 1 to 5 shall be paint stencilled on each pipe.

Longitudinal colour bands on the entire length of all pipes. The colours shall be as per BHEL procedure SIP: PP: 21(Latest).

12.0 PRESERVATION

- Outside: - Resin type rust preventive coating with visibility to stencilled details. Thick Black coating which camouflages the Surface of the pipes is not permitted.
- Inside: - Rust inhibitor or resin type rust preventive coating.
- Ends of the pipes shall be secured with caps.

13.0 PACKING

a) Thickness ≤ 2.5 mm in boxes. b) 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.

14.0 INSPECTION AND CERTIFICATION (In English Only)

14.1. Products shall be inspected at works and the applicable IBR Forms must be Countersigned by the Inspecting Authority as indicated below:

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

b) Indigenously Supplied items: Director/Chief Inspector of Boilers of respective State.

J Nanthini/ QA	D Sandra Priya / QA	R Prabha / MM	C Vaithianathan / Engg	K V Ramani / Quality
Prepared by	Reviewed by			Approved by



- 14.2. Certification in IBR Form-IIIA for Pipes & IBR Form-IV for the raw material steel from “IBR-Well Known Pipe Maker” or “Inspecting Authority” as applicable, to be submitted.
- 14.3. Test Certificate shall include PO no.(BHEL), TDC no., Pipe size and quantity- melt wise, specification and grade with year of code, Heat no., Steel & Pipe making process, chemistry including incidental elements on Ladle and Product analysis, Heat treatment details with actual temperature and soaking time, Mechanical results.
- 14.4. Detailed NDT reports with reference norms, acceptance standards and test results shall be furnished along with Test certificates.
- 14.5. For P91 & P92 pipes the Photomicrograph test report along with photomicrograph with 400x (min) magnification shall be furnished.
- 14.6. Refer to BHEL Engineering Drawing: 4-03-000-00062 (Latest Rev) for MAWP values for various material grades & sizes at various temperatures.
- 14.7. *Mill test certificate of the raw material (billet/bloom) as per Cl.2.0*

15.0 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.

RECORDS OF REVISIONS

- i) Rev 03 – Para 4.1, 4.2.b are included; Para 6.0, 13.0 are modified
- ii) Rev 04 – Para 3.1, 3.2 modified
- iii) Rev 05 – SA335 P92 included. Para 1.0, 2.0, 4.1, 4.2, 5.0, 6.0 are modified & Para 5.3, 13.4 included.
- iv) Rev 06 – Para 4.0 added. Para 1.0, 3.1, 3.2, 4.1, 5.1, 5.2, 6.1, 6.2, 6.3, 9.0, 10.0, 11.0 & 12.1 revised and further Clauses renumbered.
- v) Rev 07 – Para 3.2 revised w.r.t. thickness tolerance for ID specified pipes.
- vi) Rev 08 – Para 12.0 added and further clauses renumbered.
Para 5.2, 5.3 & 6.3 revised.
Para 13.1 & 13.2 are revised as per IBR amendment dt :15-Apr-2015.
- vii) Rev 09 – Para 3.1 & 5.1 revised.
- viii) Rev 10 – Para 2.1, 2.2, 2.3, 4.0 (Polygonization), 5.4(Creep Test), 6.4, 13.6 & 13.7 added.
Para 9.0, 10.0 & 13.2 revised
- ix) Rev 11 – Para 5.4 & 13.6 - Creep Test requirements removed and further clauses renumbered.
- x) Rev 12 – Para 2.0 for Billet/Bloom requirements added and further clauses renumbered.
Para 3.0, 10.0 are revised & 14.7 added.
- xi) Rev 13 – Para 2.0 modified based on feedback from user departments, suppliers and internal discussions, Para 15.0 added

J. Nanthini/ QA	D Sandra Priya / QA	R Prabha / MM	C Vaithianathan / Engg	K V Ramani / Quality
Prepared by	Reviewed by			Approved by

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

TENDER DETAILS

ENQUIRY No.	4002100001	ENQUIRY DATE	13.05.2021.
DESCRIPTION	Supply Seamless Pipes of specification SA106GrC, SA335P22 & SA335P91	DUE DATE	28.05.2021.

Item Sl. No.	Description	Material Code	Quantity (Meters)	Project
10	PIPE DIA 219.1 X 42 X 6000 SA335P91	159581556000	48	Non NTPC
20	PIPE ID 675(MAX)X60(MIN)X6000-SA335P91	159582156000	12	Non NTPC
30	PIPE OD 323.9 X 48 X 6000 SA335P91	159581626000	54	Non NTPC
40	PIPE OD 965 X 30 X 6500 - SA106GRC	159835826500	26	Non NTPC
50	PIPE OD 965.0X37.0X8500 - SA335P22	159917358500	8.5	Non NTPC
60	PIPE OD-323.9X42X6000-SA106GRC	150837176000	54	Non NTPC
70	ID PIPE-205X46X3500-SA106GRC	150837063500	7	NTPC
80	ID PIPE-205X60X3500-SA106GRC	150837073500	3.5	NTPC
90	ID PIPE-240X43X6000-SA106GRC	150836896000	6	NTPC
100	ID PIPE-240X53X3500-SA106GRC	150837113500	17.5	NTPC
110	ID PIPE-265X62X6000-SA106GRC	150836686000	6	NTPC
120	ID PIPE-265X76X5000-SA106GRC	150837085000	55	NTPC
130	ID PIPE-325X71X4500-SA106GRC	150837124500	4.5	NTPC
140	ID PIPE-370X105X5500-SA106GRC	150837105500	11	NTPC
150	ID PIPE-370X64X6000-SA106GRC	150836846000	6	NTPC
160	ID PIPE-370X80X5000-SA106GRC	150837095000	30	NTPC

170	ID PIPE-370X84X6000-SA106GRC	150836706000	6	NTPC
180	ID PIPE-375X65X6000-SA106GRC	150836856000	12	NTPC
190	ID PIPE-375X81X5000-SA106GRC	150837135000	30	NTPC
200	ID PIPE-390X68X6000-SA106GRC	150836866000	18	NTPC
210	ID PIPE-390X84X5000-SA106GRC	150837145000	30	NTPC
220	ID PIPE-405X87X5000-SA106GRC	150837155000	20	NTPC
230	PIPE DIA 711X46X 6000-SA335P91 (3D BEND)	159581586000	24	NTPC
240	PIPE DIA 711X46X 7500-SA335P91 (3D BEND)	159581587500	15	NTPC
250	PIPE OD 965.0X37.0X6000 - SA335P22	159917326000	6	NTPC
260	PIPE OD-1118X28X6500-SA335P22	150915386500	13	NTPC
270	PIPE OD-219.1X52(NOM)X3425-SA335P91	150922453425	27.4	NTPC
280	PIPE OD-965X40X8500-SA335P22	150915588500	8.5	NTPC

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.

Offers for list of items of NTPC project mentioned in the above list as well as in BOQ shall be considered from NTPC approved vendors or after getting approval from NTPC before price bid opening.

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

Annexure D for NTPC items

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
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i.	Item/Scope of Sub-contracting			
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting			
Details of proposed works				
1.	Year of establishment of present works			
2.	Year of commencement of manufacturing at above works			
3.	Details of change in Works address in past (if any)			
4.	Total Area			
	Covered Area			
5.	Factory Registration Certificate			
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)			
8.	After sales service set up in India, in case of foreign subvendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable		
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any			

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	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
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Annexure D for NTPC items

10.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing				
11.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)				
12.	Testing facilities (List of testing equipment)				
13.	If manufacturing process involves fabrication then- · List of qualified Welders · List of qualified NDT personnel with area of specialization	Applicable / Not applicable			
14.	List of out-sourced manufacturing processes with SubVendors' names & addresses				
15.	Supply reference list including recent supplies				
Project/acka e	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc	PO refno/date	Supplied Quantity	Date ofSupply
16.	Product satisfactory performance feedback letter/certificates/End User Feedback				
17.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted		Applicable / Not applicable		
18.	Statutory / mandatory certification for the proposed product		Applicable / Not applicable		
19.	Copy of ISO 9001 certificate (if available)				
20.	Product technical catalogues for proposed item (if available)				
Name:		Desig:		Sign:	Date:

Company's Seal/Stamp:-

Annexure E for NTPC items

NAME OF THE SUPPLIER-:

	Tonnage Supplied					Area Of Application(Piping)	Area of Application(Tubular)	Area of application of Fittings	Details of End Customer	Year of Commissioni ng of Unit
Details of Size- OD/Thickness	92Grade	91Grade	22Grade	Gr.91 Dished Ends	GRC/GRB	MS/CRH/HRH	SH/ReHeater/Evap			

1-.Minimum experience details required may be tabulated as above.

2.-Deatiled requirement for the Project in Tonnage to be provided as follows:

Size wise, Grade wise in all the following categories:

3-.The above details to be provided vendor-wise.

4. - P.O Copy and despatch records in support of the above.

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 pipes of Specification SA 335 P22, SA 335 P91 & SA 106 Gr. C. through GEM.

_____. 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.

Place TRICHY

Date

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness: S. Anand

(Name & Address)

एस. आनंद कुमार / S. ANAND KUMAR

वरिष्ठ उप महाप्रबंधक

Sr. Deputy General Manager

सामग्री प्रबंधन / आरएम

Materials Management / RM

बीएचईएल, तिरुचि / 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: VENKATA RAMAN PILLA
 Deptt: MATERIALS MANAGEMENT/PURCHASE
 Address: 24 BUILDING BHEL-TRICHY
 Phone: (Landline/ Mobile)
04312815182/9442749538
 Email: pvrmana@bhel.in
 Fax: _____

(2)
 Name: S ANAND KUMAR
 Deptt: MATERIALS MANAGEMENT/RM
 Address: 24 BUILDING BHEL-TRICHY
 Phone: (Landline/ Mobile)
04312575215/9442502989
 Email: sak@bhel.in
 Fax: _____

 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

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI 620 014**

QUALITY ASSURANCE

SIP: PP: 21 Rev. 07

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

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

RECORD OF REVISIONS

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

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

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

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

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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.
