



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE CARBON STEEL BLOOMS TO SPECIFICATION SA210 Gr C & SA210 Gr A1 WANTED	Phone: +91 431 2574247/ 4354 Fax : +91 431 252 0719 Email : kjoe@bheltry.co.in
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	Reference Number: Enquiry 9601600002	Enquiry Date: 31.03.2016	Due date for submission of quotation: 21.04.2016
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order			

Tenders are invited by the MM / Steel for 10,000 MT of Carbon Steel Blooms confirming to Spec SA210 Gr C & SA210 Gr A1 as per TDC:BAR:GEN:CA:02 Rev 06.

BHEL commercial terms & conditions and all annexure can be downloaded from BHEL web site http://www.bhel.com or from the Government tender website http://tenders.gov.in (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "9601600002 "	
Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharat Heavy Electricals Limited DGM/ MM / Steel 3rd Floor, Bldg 24, BHEL, Tiruchirappalli-620014 Ph: 0431- 2574247/ 4354, Fax: 0431- 2520719 Email: kjoe@bheltry.co.in



1. MATERIAL

- a) Specification : ASME {Latest on date of Purchase Order (PO)}:
CS: SA 179, SA 192, SA210 Gr.A1 & Gr.C, SA 106 Gr.B & Gr.C
AS: SA 209 T1, SA 213 T11, T12, T22, T23, T91 & T92
- b) Additional Requirement : As listed below (Supplementary to Specification)
- c) End Product : For Manufacture of Hot and Cold finished Seamless Steel Tubes / Pipes as per Indian Boiler Regulations (IBR)
- d) Material Source : Supply of Alloy Steel grades shall be from IBR approved Creep Resistance Steel makers. The creep testing shall have been done in **National Metallurgical Laboratory at Jamshedpur or BHEL corporate R&D at Hyderabad** for Indian Manufacturers and Accredited laboratories for foreign Manufacturers.

Creep Property requirements (For Both Indian and Foreign Manufacturers):

Spec. & Grade	Test Duration in Hrs.	Test Temp. in ° C	Stress in MPa (min.)
SA 213 T 11/T12	1,000	550	140
SA 213 T 22	1,000	550	160
SA 213 T 91/92	10,000	600	120

The above values are meant for both Concast and Rolled blooms. Grade wise, one time creep test report using specimen of blooms for the supply condition (as cast / rolled) is to be submitted.

2. CHEMICAL COMPOSITION AND PROCESS OF MANUFACTURE.

Fully Killed, Vacuum de-gassed Bars in Concast or Rolled form. Ladle analysis to suit end product.

Max. Carbon 0.25% for SA 210 A1 and 0.3% for SA 210 Gr C. Product analysis and maximum trace elements: Al: 0.02%, Cu: 0.25%, Total: 0.5% for CS and 0.3% for AS. SA 213 T12: Silicon : 0.2% min.

3. DIMENSIONS AND TOLERANCES

- a) Diameter : 200 mm. + 2.0 mm - 4.0 mm ; Ovality : < 4.0 mm
- b) Length : As per Enquiry /Purchase Order.
- c) Straightness : Permissible deviation is 2.5 mm / meter or 25 mm on the entire length of the bars which ever is less.
- d) End Surface : 3.0 mm from the perpendicular

4. SUPPLY CONDITION:

As Cast / As Rolled.

In every despatch schedule, the lot Quantity shall be atleast 30 MT per Melt / Heat Number.

Each consignment of bloom despatches shall have the quantity bulked melt/Heat wise.

5. FINISH AND REPAIR

Free from mill scales and defects like laps, seams, folds, cracks, undue segregation, piping etc. Repairs by welding is prohibited. The Surface defects can be removed mechanically subject to meeting minimum diameter.

6. NON-DESTRUCTIVE TESTING

Ultrasonic Test: NDE Procedure No.: 13 (Latest) shall be referred for testing and acceptance for Rolled Blooms only.

7. METALLURGICAL TEST:

7.1 MACRO ETCH TEST: (CONCAST & ROLLED BLOOMS)

1) One sample of complete cross-section of a bloom (Bar) for each Heat / Melt Number shall be examined in accordance with ASTM E 381. The reference plates shall be as follows.

- For the blooms made by Concast Method (Plate – II & III) and
- For the blooms made by Rolled Method. (Plate I & II).
- The Macro structure shall be better than or equal to C2 R2 S2 of ASTM E381 (Plate I & II)

2) Injurious defects of any category like Surface cracks, Pipe/center void, Star crack, center unsoundness, Dark center, Pin holes, White bands, Chill structure, and Dendritic structure (strong) - are not allowed.

3) Photo of Macrograph shall be provided along with test certificates per Heat/ Melt.



7.2 MICRO EXAMINATION FOR ROLLED BLOOMS.

The Specimen for Testing shall be taken on longitudinal plane, midway between the center and surface of the material. The 'Inclusion content of the steel,' measured as per ASTM E 45 shall not exceed the following.

Classification							
Type 'A'		Type 'B'		Type 'C'		Type 'D'	
Thin	Heavy	Thin	Heavy	Thin	heavy	Thin	Heavy
2	1	2	1	2	1	2	1

8.0 MARKING

- On each bar longitudinal colour coding to be done by paint for entire length by a band of 50.0 mm width and also both End faces.
- Melt number & Specification shall be paint stenciled with white colour on both the faces.

SA 192	WHITE	SA 209 Gr. T1	BROWN, RED
SA 210 Gr. A1	YELLOW	SA 213 Gr. T11	BROWN, WHITE
SA 210 Gr. C	BLUE	SA 213 Gr. T12	BROWN, YELLOW
SA 106 Gr. B	RED	SA 213 Gr. T22	GREEN, RED
SA 106 Gr. C	BLUE	SA 213 Gr. T23	RED, WHITE
SA 179	GREEN	SA 213 Gr. T91	GREEN, YELLOW
		SA 213 Gr. T92	BROWN, BLUE

9.. INSPECTION AND CERTIFICATION

FOREIGN SUPPLIERS:

a. IBR Well known steel makers:

Product shall be inspected at works and certification shall be IBR Form IV signed by both maker & maker's representative.

b. IBR Approved Steel Makers:

Product shall be inspected at works and certification shall be IBR Form IV countersigned by Inspecting authority approved by IBR for the country of origin. (To be concurred by BHEL before placing PO).

INDIAN SUPPLIERS :

a. IBR Well Known Steel Makers:

Product shall be inspected at works and certification shall be IBR Form IV signed by both maker & maker's representative.

b. IBR Approved Steel Makers:

Product shall be inspected at works and certification shall be IBR Form IV countersigned by Boiler inspectorate / Directorate of respective State.

TC shall essentially contain:

- BHEL Order No., TDC No. & Test certificate number, Size & Quantity- Heat / Melt No wise
- Specification and Grade with year of code, Heat Number, Steel & bar making process.
- Chemistry including trace elements - Ladle and Product analysis.
- Metallurgical Test results, NDE results with reference and acceptance standards as applicable.
- Identification Mark on the Product.
- Photo of Macro Etch Test.

S. Manojkumar Sr.Engr (QA & C)	A. Natarajan DGM (QA & C)	A. Rajendra Prasad DGM (OP & C & TE)	N. Karuppusamy AGM (MM / SSTP)	R. Dharmar AGM (QA & C)
Prepared By	Reviewed By			Approved By

Revision Record: rev: 00: Re-numbered and re-written from TDC: E: S: 04//00

Revision Record: rev: 01: Modified: Cl. 1.0, 3.0, 4.0, 7.0, 8.0 & 9.0.

Revision Record rev 02; Modified: Cl 1.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0 & 9.0.

Metallurgical Test introduced in Cl no 7 instead of Mechanical Test

Revision Record rev 03; Deleted: Cl 3.0(d)

Revision Record: Rev. 04: Modified Cl.: 1.a), 2.0, 3.0 a), c) & 8.0 to included SA 213 T23 & T91 & T92

Revision Record: Rev. 05: Modified Cl.: 1.d), 3.0, 4.0, 8.0 & 9.0 included Cl.3 (d)

Revision Record: Rev. 06: Modified Cl.: 1.a), d), 2.0, 3.0 a), c), 8.0 b), 9.0, & included Creep test requirements for alloy steel

BHARAT HEAVY ELECTRICALS LIMITED
PURCHASE / MM / STEEL
BHEL / TRICHY

Ref: FB960/STCBM/2016/115123505

ANNEXURE-A

ENQUIRY TERMS AND CONDITIONS FOR SUPPLY OF CS BLOOMS

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 & condition and 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	BHEL Requirements								Supplier Comments (Acceptance or otherwise for each point to be given	
1	Material Specification, Diameter, Quantity & TDC Supply of Carbon steel blooms shall be made as per Specification, Diameter, weight and as per TDC indicated below.									
	Specification	Diameter	TDC				Weight (MT)			
	SA210 Gr A1	200 MM	TDC:BAR:GEN:CA:02 Rev 06				1000			
	SA210 Gr C	200 MM	TDC:BAR:GEN:CA:02 Rev 06				9000			
2	Please specify the supply condition of blooms whether in rolled condition or in cast condition									
3	Length : Our preferred length of blooms is between 11.10 Mtr to 12.00 Mtr. Vendors should Specify the quoted length. Note: Supplier shall submit report for lengths of blooms with each consignment. If the actual length of blooms measured on receipt varies by ± 10mm then the length mentioned in report for length will be taken for any payment purpose. Suppliers are requested to indicate the length of each blooms at the face of the blooms excluding the taper cut edges and also without any errors of measurements. For offer with blooms lengths other than the preferred length a loading factor as given below shall be considered for price comparison purposes to arrive at the lowest tenderer.									
	Length of Blooms in MTR	From	11.10	10.10	9.10	8.10	7.10	6.10		5.10
		To	12.00	11.00	10.00	9.00	8.00	7.00		6.00
	Loading Factor		1.00	1.030	1.035	1.040	1.045	1.050		1.055
	<p>➤ For other than quoted length of bloom by a particular supplier, it is also proposed to accept the random short length blooms having length from 5.1 meters to 11.0 meters up to 5% of order quantity and the same will be accepted with a price discount @15% of ordered unit rate for the grade and will be final and binding on supplier.</p> <p>➤ Short length blooms less than 5.10 meters are not acceptable in any case.</p>									
4	Delivery: The entire quantity of materials is to be supplied in 4 lots as detailed below.									
	Grade & Weight (MT)	LOT-1 (MT)	LOT-2 (MT)	LOT-3 (MT)	LOT-4 (MT)	TOTAL (MT)				
	SA210 Gr A1	500	500	-	-	1000				
	SA210 Gr C	2000	2000	2500	2500	9000				
	Total	2500	2500	2500	2500	10000				
5	Delivery Terms: The destination and the terminal delivery date (from the date of LOI/PO) are as follows.									
	Delivery basis		LOT-1	LOT-2	LOT-3	LOT-4				
	CFR basis (terminal date is BL date)		50 days	80 days	110 days	140 days				
	Indigenous Suppliers (FOR-DESTN) (terminal date is LR date)		60 days	90 days	120	150 days				
	Information: Offers with maximum limit of 30 days beyond the above delivery schedule shall be considered. However the offers with deliveries quoted beyond the grace period of 30 days will not be considered.									

6	Quantity Tolerance +/- 3 % on each individual Lot of each individual grade.	
7	Liquidated Damage : Liquidated damages shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value. For Info: <ul style="list-style-type: none"> ➤ 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). Imports: <ul style="list-style-type: none"> ➤ CFR/CIF order- LD will be calculated based on the B/L date. Indigenous: FOR order - LD will be reckoned from the date of LR/Invoice whichever is later. However inordinate delay in delivering the materials will not suffice the case.	
8	Inspection and Certification Inspection and Certification shall be carried out as per clause 9 of TDC:BAR:GEN:CA:02 Rev 06. Three sets of Mill TC & IBR Form IV shall be issued.	
9	Invoicing Invoicing shall be done on theoretical weight basis only. Calculated theoretical weight only will be taken for weighment and payment. Theoretical weight will be calculated on dia 200mm as 247.0 kg/metre. Supplier shall quote only on theoretical weight basis and deviation not acceptable	
10	Payment terms for Indigenous suppliers <ul style="list-style-type: none"> a) Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials. For Info: <ul style="list-style-type: none"> 1. Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders. 2. Offers of indigenous Suppliers with payment terms as LC / Advance Payment/ BOE are liable for rejection. <ul style="list-style-type: none"> b) For new suppliers not registered with BHEL Pls ref: SI.No:29 Clause (j) 	
11	Payment terms for Import suppliers <ul style="list-style-type: none"> 1. a) BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. For Information: <ul style="list-style-type: none"> ➤ Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders. ➤ In the case of Usance LCs (45 days from the date of receipt of documents, specified in PO, at BHEL bank) the loading will be considered @ 1.5% on the offered Value. ➤ For LC at sight the loading will be considered @ 3.5% on the offered Value. ➤ Normally CAD at sight and Confirmed LC's are liable for rejection. <ul style="list-style-type: none"> b) For new suppliers not registered with BHEL Pls ref: SI.No:29 Clause (j) & (k) 	
	2. If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection. For Information: LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC.	
12	Risk Purchase Clause: BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	

13	<p>1. Offer submission(for indigenous & Import suppliers)</p> <p>a) Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID) in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal.</p> <p>b) Submit your FIRM competitive offer rate per MT with inclusive of all charges if any (like inspection(TPI), UT charges, etc).</p> <p>Note:</p> <ul style="list-style-type: none"> ➤ Price Variation Clause (PVC) is not applicable. Offers with price variation clause will be rejected. ➤ Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened. ➤ 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. They would also not be allowed to participate in future tenders of BHEL. ➤ The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation. <p>2. Evaluation of offer is on individual item basis, hence part item ordering to be confirmed.</p> <p>Note: BHEL reserves the right to change the evaluation criteria on package basis either in part or full (i.e., combining few or all items), at its discretion after part 1 opening. Such changes will be communicated only to techno commercially suitable offers/bidders. Suppliers may take cognizance of the same and quote accordingly.</p>	
14	<p>Offer Submission (for Import suppliers)</p> <p>1. Bidders should submit their offer for CFR / Chennai Port basis with freight break up details and Place of delivery – INTVT6 – CONCOR ICD.</p> <p>Note: Offer on CFR without price breakup/ FOB only is not acceptable.</p> <p>2. PORT OF DISCHARGE should be CHENNAI and PLACE OF DELIVERY should be- INTVT6 – CONCOR ICD</p> <p>3. Port of Loading should be indicated without fail. Specify Port of shipment.</p> <p>4. Type of Loading Specify type of Loading: Break Bulk/Container</p> <p>5</p> <p>1. Bidders shall refer to Government of India notification on Minimum Import Price(MIP) published in Director general of Foreign Trade website (www.dgft.gov.in) under link http://dgft.gov.in/exim/2000/NOT/NOT15/Notificaition%20No.38(E).pdf which is applicable to many of the steel products/grades. Please check with the same for its applicability to the enquired product while submitting the offer.</p> <p>2. Specify the HS code of blooms offered. Please note that this HS code to be mentioned in shipment documents.</p> <p>6</p> <p>CONTAINERIZED CARGO</p> <p>a. For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.</p> <p>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".</p> <p>c. Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.</p> <p>7</p> <p>BREAKBULK CARGO</p> <p>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. Supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis.</p> <p>b. Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.</p> <p>8. Indicate the Mill (Name, Location)</p>	

14	9. Indicate the country of origin	
	10. Specify the quoted currency	
	11. Service charges, commission charges and any other incidentals will NOT be paid extra.	
	12. Agency commission, if any should be clearly given in the offer (% on FOB, % on CFR Chennai inclusive).	
	<p>Note:</p> <p>a) in respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably 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.</p> <p>b) For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.</p> <p>c) BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.</p> <p>d) in view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent</p> <p>e) 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 status of their proposed agent vis-à-vis BHEL.</p>	
	<p>13. One Indian agent can represent one foreign principal only and submit one offer for these tender items.</p> <p>Note: in order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than suppliers all such offers will be rejected.</p>	
	14. Anti-dumping duty	
	a) With respect to Antidumping Duty (ADD), declaration by Import supplier's Mill/principal (only) is to be submitted for the applicability of ADD for each item with size detail. If ADD is applicable, Pls indicate the quantum of ADD.	
	b) Anti-dumping duty, if any declared by import Mill/principal as per (a) above, will be loaded for arriving at landed cost.	
	c) in case any new ADD comes into effect at the time of execution of order, BHEL may short close the balance quantity with mutual consent	
	<p>14. The offer will be evaluated on total landed cost to BHEL-Trichy as below :</p> <p>Total landed cost = [CFR Chennai (or) (FOB + BHEL Freight)] + Customs duty & other duty (including ADD) as applicable + LC Charges (In case LC payment) + 22% loading on Freight in case of deviation mentioned in point (14.6.a) above + Import Incidentals + Commercial loading as applicable - applicable tax credits.</p> <p>Note :</p> <ul style="list-style-type: none"> ❖ For conversion of foreign currency into INR, foreign exchange rate (TT selling rate of SBI) on the date of technical bid opening will be considered. ❖ Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. 	


15	<p><u>Offer Submission(for Indigenous suppliers)</u></p> <ul style="list-style-type: none"> ➤ BHEL will deal directly with indigenous manufacturers only. Offers from Traders & Stockist will not be considered. ➤ Submit your FIRM competitive offer rate per MT (basic price & Freight) with best possible delivery on FOR BHEL-SSTP, Trichy basis ONLY with inclusive of all charges if any (like inspection (TPI), UT charges, etc). ➤ Service tax, Octroi, Entry tax etc to be indicated in offer and is payable extra only on submission of documentary proof. ➤ Any other extra charges like ED, CST/VAT etc. are to be indicated clearly. ➤ The offer will be evaluated on total landed cost to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes+ commercial loading as applicable - applicable tax credits. <p>For Information: For inter-state supplies C-Form will be issued.</p>	
16	<p><u>Demurrage charges (for indigenous suppliers)</u></p> <p>Demurrage charges if any (In case of delivery through railway wagons) is to be borne by the supplier.</p>	
17	<p><u>Offer Validity</u></p> <p>Offer validity of 30 days is required after priced bid opening (normally price bid will be opened within 60 days from technical bid opening) in case you are technically qualified.</p>	
18	<p><u>Integrity Pact:</u> This tender will be monitored by Independent external monitor (IEM). For information only</p> <p>Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed.</p>	
19	<p><u>METHOD OF DETERMINING THE NON-CONFORMANCE OF MATERIALS & MODE OF SETTLEMENT</u></p> <ul style="list-style-type: none"> a) Seller is certifying that the materials supplied against this contract are conforming to the Technical delivery conditions of the contract mutually agreed upon by seller & buyer. However, in case, the materials supplied by seller, upon receipt at buyer's place is found to be not meeting the TDC / order requirement mutually agreed upon, then buyer will communicate same to seller and if the discrepancy is proved w.r.t TDC, as non-conformance then those materials will be rejected. b) Besides, in case where purchaser has put these materials into use / process further and during such processing of supplied materials, if purchaser found any defect / discrepancy / non-conformance of the materials w.r.t TDC / Order requirements and those defects are proved to be attributable to material defect, manufacturing defect or bad workmanship on the part of the seller, then those materials will be rejected. c) Seller shall reimburse the cost of these rejected materials indicated above to purchaser on the basis of all inclusive landed cost, less scrap value of the rejected materials. 	
20	<p>The bidders, While submitting documents in response to this NIT/Tender shall ensure that 'Documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder'.</p>	
21	<p><u>Documents required for Import suppliers (for payment)</u></p> <ul style="list-style-type: none"> a. Bill of Lading. b. Invoice. Invoice should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated. c. Detailed packing list. d. Country of origin Certificate e. Mill test certificate, Form IV certification from IBR/IBR approved TPI, Photo macrograph as per TDC & Report for length of the blooms along with each consignment. <p>Note: All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.</p>	

22	<u>Documents required for Indigenous suppliers (For unloading of vehicle/wagon)</u> 1. "Duplicate for Transporter" copy invoice, LR, original Mill TC & Form IV, Photo macrograph & Report for length of the blooms are to be sent along with each vehicle/wagon. One set of photocopy of all the said documents to be sent along with vehicle/wagon. Invoice should mention the no of pieces/bundles.	
	2. One set of MTC & IBR Form IV, Original invoice (In case of VAT - Plus two copies, In case of CST - Plus one copy), LR copy shall be sent to MM/Purchase for bill processing immediately after despatch within three days.	
23	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, 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". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
24	Resolution of Disputes a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM / BHEL /Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-) c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy. d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India	
25	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.	

25	c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	
	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs	
26	Cartel Formation All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
27	Fraud Prevention Policy 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.	
28	Execution of the Order 1. 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. 2. In the case of overseas suppliers inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days. 3. 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. 4. 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.	
29	For New Vendors (only offer of manufactures will be considered) a. New suppliers not registered with BHEL, Trichy for supply of Carbon steel blooms against material group Item code: STCBM, Shall register on line (for the material group item code "STCBM") at our web page: https://suppliers.bheltrv.co.in/ b. Specify the Application registration ID generated in the new supplier registration portal. c. Offer from traders/Stockist will not be considered. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with offer documents 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. d. Along with the offer document the following documents shall be submitted in part-i bid without fail. 1. Mandatory requirements (Supplier must submit the below mentioned documents or else offer will be liable for rejection). 1. Details of the mill with equipment & facilities. 2. Unpriced PO copies of any other customer along with MTC for the quoted grades by the supplier (for reference). 3. Quality manual table of contents. 4. Process flowchart. 5. List of testing equipment's and calibration details. 6. Valid ISO 9001 certificate. 7. Past 3 year audited financial report. 8. Agency agreement (in case of Foreign or Indian agents). 9. Furnace calibration certificate & calibration procedure followed. 10. In case of Branch office / Liaison office in India bidding against this tender on behalf of their principal RBI clearance letter to be submitted. 2. Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials) 1. Recent D&B or Credit reform reports (In case of import vendor) of mill, foreign agent or principal. 2. Approval certificates issued by international agencies such as Lloyds, TUV etc.	

29	e. Offers of only Integrated Steel Plants (i.e. from steelmaking to finished product) will be considered. Pls confirm whether your mill is Integrated steel mill or not.	
	f. All activities in manufacturing such as Steelmaking, casting, rolling, Heat treatment, testing shall be in house, outsourcing of any or part of the process is not acceptable. Pls confirm whether all the activities as above are done In-house or not.	
	g. Indicate the Quantity per Heat/Melt of the mill in MT.	
	h. Indicate monthly production capacity of the mill in MT.	
	i. If the supply is first time to BHEL/Trichy, then supplier has to supply minimum quantity on mutually agreed basis. After acceptance of material at our end after testing by BHEL, clearance for the balance quantity shall be given.	
	j. For new suppliers not registered with BHEL, Trichy for this product, payment shall be made 45 days after receipt and acceptance of materials after testing at BHEL lab.	
	k. In case of foreign supplier, quoting for LC payment, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 45 days from the date of receipt & acceptance of material after testing at our Lab. After acceptance of first lot, LC may be opened for the remaining lot.	
	l. New Suppliers for supply of Carbon steel blooms to BHEL, Trichy has to submit Draft Mill Test Certificates and Draft IBR FORM IV as per TDC for BHEL approval before supply of material	
	m. Indicate whether the supplier is recognized by IBR as a "Well known Steel maker"	
	n. In case of foreign supplier and if the supplier is not recognized by IBR as a "Well known Steel maker", Indicate the name of the TPI.	
	o. E.Tender Participation requirements <ol style="list-style-type: none"> 1. Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) with us. 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. 2. 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. 3. In case of Indian 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. 4. Pls intimate the authorized person name, Mail ID for registering DSC with us to participate in E-Tenders 	
30	BHEL will consider the ranking after the technical and commercial factor is applied as referred above wherever deviations are observed.	
31	BHEL reserves the Right to order either in full or part thereof or short close the tender at our discretion without assigning any reasons considering BHEL's commercial Interest. This is for information.	
32	BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive.	
33	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the Enquiry/Annexure-A and which have not been specifically accepted in by purchaser will not be applicable to the contract.	
34	<u>Evaluation of offer</u> <ol style="list-style-type: none"> 1) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened. 2) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison. 3) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price 	

	<p>4) For suppliers within Tamil Nadu state, as per prevailing VAT Act, VAT input credit is currently 5%. For suppliers from other Tamilnadu 2% CST will be paid against C-Form.</p> <p>5) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.</p> <p>6) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.</p> <p>7) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.</p>	
35	General Notes	
	a. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the supporting documents submitted are in other than English language, translation of the same shall be provided for evaluation.	
	b. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages	
	c. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	d. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	e. Any clarification regarding tender shall be done before Part -I due date itself through EPS portal itself, and in case of immediate non-availability of DSC, vendor can clarify through with the following mail ids kjoe@bheltry.co.in or govindaraj@bheltry.co.in The above mail id is provided for initial clarification purpose only and further correspondences shall be entertained through EPS Portal only.	
	f. In the case of two bid tender system, clarification on Technical points will be sought for if not clearly indicated in offer. After tender price bid opening, any voluntary / unsolicited information's / confirmations / clarifications / interpretations by the tenderers will not be entertained as a policy and tender will be finalized only with available data / information's given in offer.	
	g. If required, BHEL will have stage inspection (at any stage) and quality audit of the mill with prior intimation.	
	h. In case of order on import supplier marine insurance will be arranged by BHEL. Once the shipment is made, scanned copies of NND documents (Bill of Lading, commercial invoice, packing list, country of origin, Report for length of blooms, MTC, Form IV, Photo macrographs & details of discharge Port agent/freight forwarder shall be submitted by Seller to Purchaser either by e-mail or by fax.	
	i. PURCHASER reserves the option to alter the specific delivery schedules from time to time within the terminal due date of contract for specific quantity.	
	j. The prices OFFERED/TO BE CONTRACTED finally have to be kept firm till successful completion of the contract	
	k. Unloading of the materials is in the scope of BHEL. However Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.	
	l. Dimensions & Weight: Specification of dimensions and weights in all places, shall be in Metric system and in English language	
	m. Applicable Inco term for this tender is INCOTERMS 2010	

35	n. Supplier has to submit the NND before the shipment reaches the port or else the demurrage and detention charges will be deducted from suppliers invoice.	
	o. Supply credentials within 5 years shall only be considered.	
	p. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
	q. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail/EPS message or by fax/ telex/cable. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
	r. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
	s. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	
	t. Deviations if any against any of tender conditions should be provided in a "Deviation Statement", against each point.	
	u. 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.	
	v. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).	
	w. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	
	x. Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided in the EPS portal.	
	y. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
36	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID). The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bheleps.buyjunction.in within 14:00 Hrs (IST) of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.in and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.	
<p>On behalf of BHEL</p>  <p>K. JOSEPH REGIS Deputy General Manager MM / RM / Steel (Purchase) BHEL, TIRUCHY - 620 014.</p>		<p>To be filled & Signed by Original Manufacturer/Mill</p> <p>Name of the mill / Principal:</p> <p>Signature:</p> <p>(Affix Seal)</p> <p>(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)</p>

MANUAL ULTRASONIC TESTING OF ROUND ROLLED STEEL BLOOMS

Prepared By	Reviewed & Approved By
R.PARAMESHWARAN MANAGER / NDT LEVEL II	R.J.PARDIKAR AGM / NDT Sr. LEVEL III

EFFECTIVE FROM 09-08-2008

- 1.0 SCOPE:
- 1.1 This procedure deals with the ultrasonic testing of Round Rolled Steel blooms by contact pulse-echo method .
- 2.0 REFERENCE
- 2.1 ASME Section V Article 5
- 2.2 ASTM A 388
- 3.0 PERSONNEL QUALIFICATION:
- 3.1 Personnel performing examinations shall be qualified in accordance with NDE 01 to at least one of the following levels.
- | | |
|------------------------------|-----------------|
| 1) Operator | Minimum Level-1 |
| 2) Evaluation / Report issue | Level-II |
- 4.0 EQUIPMENT and SEARCH UNIT
- 4.1 The examination shall be done with an ultrasonic pulse echo system generating frequencies of 1 MHz to 5 MHz and equipped with a stepped gain control of 2 dB.
- 4.2 Contact testing with manual scanning shall be done with 2 MHz frequency using longitudinal wave Straight beam probe with a crystal size of 20 to 25mm and 35 degree shear wave with crystal dimension 8x9 mm.
- 5.0 COUPLANT
- 5.1 Oil or Oil and grease mix shall be used as couplant.
- 6.0 SURFACE PREPARATION
- 6.1 The testing can be carried out on the Blooms as drawn condition . The surface shall be free from scales and deep pits and other foreign materials that may interfere with interpretation of test results.
- 7.0 EQUIPMENT CALIBRATION
- 7.1 The Screen height linearity and amplitude control linearity shall be performed in accordance with ASME Sec V Article 4 Appendix I, at the beginning of each period of extended use or every 3 months whichever is less.
- 8.0 PROCEDURE
- 8.1 CALIBRATION REFLECTORS
- 8.1.1 STRAIGHT BEAM TESTING

8.1.1.1 For Calibration purpose the mid portion of the bloom shall be taken .

8.1.1.2 The calibration reflector shall be the first back wall echo from the opposite side of a sound area of the bloom.

8.1.1.3 The gain shall be adjusted to get the back wall reflection to 80% of the FSH and this is taken as reference echo (RE)

8.1.2. ANGLE BEAM TESTING

8.1.2.1 For Angle beam, reference block with same curvature and material shall be used with side drilled hole of diameter 2.0 mm at 50 mm depth and the gain shall be adjusted to get a height of 80% of FSH and taken as Reference echo(RE)

8.2 SCANNING

8.2.1 The scanning shall be performed at a gain setting +6dB of the Reference echo(RE).

8.2.2 During inspection, the entire bloom shall be scanned circumferentially through 360 degree.

8.2.3 During inspection, areas showing complete loss of back reflection shall be rechecked to determine whether the loss of back reflection is due to poor coupling and contact.

8.2.5 The rate of probe movement for examination shall be less than 150 mm/sec.

8.2.6 Minimum 10% overlap between successive scanning shall be maintained.

8.3 CALIBRATION CHECK

8.3.1 When any part of the examination system is changed, a calibration check shall be made on the basic reflector at the finish of each examination, every 4 hours during the examination and when examination personnel are changed.

9.0 ACCEPTANCE STANDARD

9.1 Ultrasonic acceptance or rejection criteria for blooms shall be on a realistic appraisal of the end use.

9.2 Any signal greater than 20% of the FSH in the chill depth area shall be identified as defective in normal and angle beam.

9.3.1 For normal beam Central portion being an area of segregation, the defect echo shall be permitted up to 50% of FSH.

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

_____. 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 IPC/ PC 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 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.

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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 /Sub-contractors

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.
- 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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

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