



An ISO 9001  
Company

## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

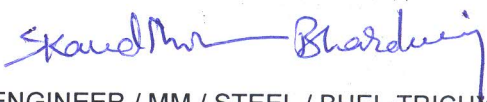
Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT

<b>TITLE</b> Supply of Stainless Steel Rounds/Bars.	Phone: +91 431 2574205 / 4354 Fax : +91 431 2520250 Email : saruna@bheltry.co.in
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<b>Reference Number:</b> Enquiry-MM/STEEL/1301300035	<b>Enquiry Date:</b> 13.08.2013	<b>Due date for submission of quotation:</b> 16.09.2013
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.		

BHEL/Trichy is looking for empanelment of new vendors for supply of "Stainless Steel rounds/ bars as per specification and details given in Tender Enq 1301300035".

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <a href="http://www.bhel.com">http://www.bhel.com</a> or from the Government tender website <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> (public sector units) Bharath Heavy Electricals Limited) under enquiry reference "MM/STEEL/1301300035"	
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 Bharath Heavy Electricals Limited  ENGINEER / MM / STEEL / BHEL-TRICHY

**SKANDSHIV BHARDWAJ**  
ENGINEER  
OUTSOURCING  
BHEL, TRICHY - 620 014



Enquiry No: 1301300035

# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - FOSSIL BOILERS  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

PHONE :2574205  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: saruna@bheltry.co.in  
Web:

429-002/A

	<b>Enquiry No</b> 1301300035	<b>Enquiry Date</b> 13.08.2013	<b>Due Date for Quotation</b> 16.09.2013
<p>Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. <u>Bid should be submitted in Two Parts. 1. Techno-commercial Bid (Part-I) and 2. Price Bid (Part-II) in a separate sealed cover and both the covers must be placed in a Third Cover and Sealed. Our Enquiry No., Enq. date &amp; Enq. Due date must be written on all Three covers.</u></p>			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	150242410000 Dia 20 mm x 6 mtrs long - SA182F316	MT	20.000	20.00	30.09.13
20	153242760000 Dia 25 mm x 6 mtrs long - SA182F316	KG	5000.000	5,000.00	31.10.13
30	153242450000 Dia 90 mm x 6 mtrs long - SA182F316	KG	5000.000	5,000.00	31.10.13
40	153242420000 Dia 32 mm x 6 mtrs long - SA182F316	KG	2000.000	2,000.00	30.09.13
50	153242430000 Dia 63 mm x 6 mtrs long - SA182F316	KG	3000.000	3,000.00	30.09.13

PACKAGE 'A'

PACKAGE 'B'

**General Note:**

1) Kindly refer Annexure-A(Ref:MM/STEEL/ENQ 1301300035)dt:12.08.2013 for all the relevant details of the supply to be made. All the tender terms & conditions will be governed by Annexure-A(Ref:MM/STEEL/ENQ 1301300035) dt:12.08.2013.

2) To submit the offer, supplier has to fill the relevant details in "supplier comments" column corresponding to BHEL requirements in Annexure-A(Ref:MM/STEEL/ENQ 1301300035)dt:12.08.2013.

**Enclosures:**

"LD clause has to be confirmed without fail."  
"Payment to vendors will be made only thro E-Payment mode"

The offers should reach us 30 minutes before the time of opening of tenders. The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,  
For **BHARAT HEAVY ELECTRICALS LIMITED**

*S. ARUNACHALAM*  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,  
SR. MANAGER  
OUTSOURCING  
BHEL TRICHY - 620 014

**Revision Record:**

**Rev: 01:** Source of supply for AS included.

**Rev: 02:** Text re-written, Class Nos introduced for Alloy steel. High temperature test removed. TDC: 03: 306/00 merged into this.

**Rev: 03:** Cl. 4, 6, 9 modified.

**Rev: 04:** Cl 5 revised to include Impact test for bars used for valves purchase orders, clarity brought in Cl 4.

**Rev: 05:** Heading modified. Cl 1 size restriction for CS and AS SA182 rolled bars added as per ASME. SA182 Gr 91&Gr 92 added and subsequent clauses modified for chemistry, Heat treatment, mechanical properties, photomicrograph and NDE.

Cl 2 – Steel makers names removed and requirement for creep testing added as per IBR Reg 4. Cl 2, 6 & 10 modified for SS. Cl 4 – SA 182 F91, F92 & F23 Tempering temperature and soaking time modified. Cl 5 – Bend test Clarified, Cl 6 – MPI added. Cl 11 added. Cl 10 – IBR Forms indicated. CS: SA675 Gr 70 added and its requirements added in Cl 1, 2, 4 in line with collaborator practise.

**1. MATERIAL Specification:ASME{Latest on date of Purchase Order (PO)}:**

CS : SA 105, SA 675 Gr 70

AS : SA 182 F11 Class 2, F12 Class 2 & F22 Class 3, SA182 F91 & SA182 F92 (Code case 2179); SA 193 B7 & B16

SS : SA 182 Gr. F 316, SA 479 TP 410 Condition 2, TP 304

Additional Requirement : As listed below (supplementary to Specification)

Size and Qty : As per Purchase order & Drawing

**SA 105 and SA 182 rolled bars shall be restricted to dia <= 114.3mm.**

**2. CHEMICAL COMPOSITION & PROCESS**

1) Melting: CS & AS: Fully killed. CS : SA 675 – Silicon and Aluminium killed. SS: hot finished. Product analysis per heat:

CS: C<=0.25%. SA182 F92: Si: 0.10-0.50%, Ni: 0.30 max & Cu:0.25% max.

2) Steel for making bars to be inspected at Mill & test certificate countersigned by IBR approved Inspecting Authority, if the mill is not approved under IBR as well known steel maker.

3) **IBR items of SA 182 F11, F12, F22** – The Steel maker shall have done Min 1000 hr creep test (or) The rolling mill shall have done Min 1000 hr creep test.

4) **IBR items of SA 182 F91, F92** – Import and indigenous Steel maker shall have done Min 10000 hr creep test (or) The rolling mill shall have done Min 10000 hr creep test.

5) **IBR items of SS** – The Steel maker shall have done Min 1000 hr creep test (or) The rolling mill shall have done Min 1000 hr creep test report.

6) Import and indigenous suppliers shall have creep test report (type test) for raw material steel, rolling mill separately, which shall be signed by concerned lab personnel.

7) Creep testing (type test) for indigenous steel makers and rolling mill shall only be done at the following labs :- **NML**

**Jamshedpur or BHEL R&D Hyderabad.**

8) SS:All raw materials used in steel making including incoming scrap shall be checked by supplier to ensure freedom from radioactivity.

**3. DIMENSIONS AND TOLERANCES**

Dimensional Tolerances : CS & AS: as per SA 29. SS: as per SA 484.

**4. HEAT TREATMENT(HT)**

1) CS: SA 105 Normalised at 880-920 deg C, SA 675 Normalised at 880-920 deg C and Tempered at 590-650 deg C  
AS(SA 182): Normalised and tempered.

For SA 182 F91, F92 Normalising temperature : 1050-1080 deg C & Tempering temperature :730-780 deg C.

Soaking: 1/2hr per inch for Normalising, 1 hr per inch for tempering, followed by still air cooling.

Normalising shall be done for a minimum time of 30 min while tempering to be done for a minimum time of 60 min

SA 193: Quenched and tempered.

2) Photomicrograph test for F91 & F92 forgings - one per heat treatment lot per size and reported in test certificate.

Acceptance – The material shall be free from any micro fissures. Microstructure shall show lathe tempered martensite and also to be examined for grain growth. Photomicrograph with 500x (Min) magnification along with Photomicrograph report to be provided. The actual magnification and result of actual microstructure shall be certified/indicated.

**5. MECHANICAL TESTS**

1) Extent of test: for each size/heat/HT batch.

2) Additional requirements for SA182 F91 & F92:

F91: Yield: (0.2% offset): Min 450MPa; Tensile: Min 630MPa,Max 850MPa; Hardness(HB): Min 191,Max 250

F92: Tensile: Min 655MPa,Max 850MPa; Hardness(HB): Min 196,Max 250

3) Additional tests: Bend test:

CS: 1 Sample 19mm thick(t)x25.4mm width to be bent 180 deg around mandrel of radius 6.35mm

AS(SA 182 only), SS: 1 Sample 19mm thick(t) x 25.4mm width to be bent 180 deg around mandrel of radius =1.5 x t.

4) Bars meant for Valves purchase orders of SA105 and SA182 F22 Cl3 materials shall be impact tested.

1/HT batch: SA 370, 2mm. Charpy-U Notch at room temperature. Acceptance: Avg of 3 specimens: 36J, single Min: 24J

**6. NON DESTRUCTIVE TEST**

- 1) Extent of test: for each product. Stage of test : After heat treatment. UT: 100% for Side length, Dia  $\geq$  50mm and for all bars of SA 182 F91& F92 As per SA 388. Acceptance: ASME Sec.VIII Div. 2 Cl.3.3.4.
- 2) Wet MPI : AS 182 F91, F92: 100%, As per ASTM E 709, Linear indications like cracks, folds & other injurious defects are unacceptable.
- 3) SS: Finished bars shall be checked for radioactive contamination and reported. Survey meter shall be used to measure at 5cm near the surface. Acceptance limits: Shall be less than 0.1 milli Rontgen (MR) per hr or 1 micro Sievert per hr.

**7. WORKMANSHIP AND FINISH**

Items to be proof machined as per drawing or shot blasted for CS/AS, Pickled & passivated as per ASTM A 380 for SS, & be free from scales & defects like laps, seams, folds, cracks, etc. Machined items (except SS) to be coated with a layer of transparent rust preventive before despatch.

**8. REPAIR**

Repairs by fusion welding are prohibited. Surface defects can be removed by mechanical means and defective areas smoothly dressed up with the adjacent surface. Minimum thickness after repair to meet drawing / Specification.

**9. MARKING AND PACKING**

Details of stamping on each item: dia  $\geq$  25 mm: with low stress stamps and bordered by paint: Heat number, Specification & grade, Size, Maker's emblem/code & Inspection Authority's seal. Dia < 25 mm: All above details to be painted. Bars to be supplied in bundles < 1 ton, secured suitably for rough handling. Metal tags with details of specification, melt number and maker's emblem to be secured to the bundles.

**10. INSPECTION AND CERTIFICATION**

For IBR items, inspection and tests to be witnessed by an IBR approved inspecting agency, in case the shop is not recognised as a "Well known Forger/Steel maker" under IBR. IBR certificate (well known and others in IBR Form IV) & Test certificate in English language countersigned by applicable inspection agency for each product with following details shall accompany the product (including proof machined):

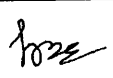

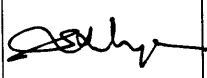
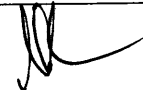

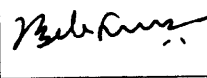
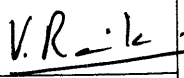
1. Purchase Order No.(BHEL),TDC No. & Test certificate number.
2. Specification, Grade with applicable year of code, Heat Number, Drawing No.,Quantity & Size
3. Supplier of the steel used in making the finished product (well known and others in IBR Form IV).
4. **Creep reports from steel maker and forge shop shall be submitted as detailed in Cl 2.**
5. Melting & forging process, Chemistry including incidental elements - Heat wise.
6. Heat treatment details of the material and test bars. For F91, F92 supplies – Photomicrograph at 500x resolution.
7. Mechanical test results, NDE test results with reference & acceptance standard.
8. Repair details if any, Certified copy of TC for starting material.
9. **For SS:** Measured Radioactivity levels shall be reported in the Mill Test Certificate. (Not to be recorded in IBR Form)

**11. AUDIT CHECKS AT BHEL**

BHEL reserves the right to carry out audit checks for chemistry, HT condition, mechanical test and NDT on representative test bars or job. Supplies found defective during check or subsequent processing at BHEL are liable for rejection.

**12. END USE**

SA 105, SA 182 & SA 479 are for Pressure part components in Boilers & Valves of high temperature service meeting IBR and ASME Section I. SA 193 is for high temperature bolting and for drive shafts.

						
Haritha.C QA	Kalyanaraman.V QA	Selvarajan.S QA	Saketharaman.K Engg	Ragunathan.P MM	Balasubramanian.B MM	Ravikumar.V QA
Prepared	Reviewed				Approved	



BHARAT HEAVY ELECTRICALS LIMITED  
MATERIALS MANAGEMENT / STEEL  
BHEL / TRICHY  
ANNEXURE-A

Ref: MM/STEEL/ENQ 1301300035

Date: 12.08.2013

ENQUIRY TERMS & CONDITIONS FOR SUPPLY OF STAINLESS STEEL ROUNDS TO SPECIFICATION SA182 F316

SI No	<u>BHEL Requirements</u>				Supplier Comments (Acceptance or otherwise for each point to be given)																																										
1.	<p><b>Material specification, size &amp; quantity :</b></p> <p>a) Supply of Stainless steel rounds to material specification <b>SA182 F316</b> and Size indicated below and as per <b>BHEL TDC:0:309/Rev05</b> with <b>IBR FORM-IV</b> certification.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SI No</th> <th style="text-align: center;">Specification</th> <th style="text-align: center;">Description of Rounds</th> <th style="text-align: center;">Weight (MT)</th> <th style="text-align: center;">Package</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">SA182 F316</td> <td style="text-align: center;">Dia 20 mm x 6000 mm Long</td> <td style="text-align: center;">20</td> <td style="text-align: center;"><b>A</b></td> </tr> <tr> <td colspan="5" style="text-align: center;"><b>Sub-total weight = 20 MT</b></td> </tr> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">SA182 F316</td> <td style="text-align: center;">Dia 25 mm x 6000 mm Long</td> <td style="text-align: center;">05</td> <td rowspan="4" style="text-align: center;"><b>B</b></td> </tr> <tr> <td style="text-align: center;">30</td> <td style="text-align: center;">SA182 F316</td> <td style="text-align: center;">Dia 90 mm x 6000 mm Long</td> <td style="text-align: center;">05</td> </tr> <tr> <td style="text-align: center;">40</td> <td style="text-align: center;">SA182 F316</td> <td style="text-align: center;">Dia 32 mm x 6000 mm Long</td> <td style="text-align: center;">02</td> </tr> <tr> <td style="text-align: center;">50</td> <td style="text-align: center;">SA182 F316</td> <td style="text-align: center;">Dia 63 mm x 6000 mm Long</td> <td style="text-align: center;">03</td> </tr> <tr> <td colspan="5" style="text-align: center;"><b>Sub-Total Weight = 15 MT</b></td> </tr> <tr> <td colspan="5" style="text-align: center;"><b>Total Weight (A+B) = 35 MT</b></td> </tr> </tbody> </table>				SI No	Specification	Description of Rounds	Weight (MT)	Package	10	SA182 F316	Dia 20 mm x 6000 mm Long	20	<b>A</b>	<b>Sub-total weight = 20 MT</b>					20	SA182 F316	Dia 25 mm x 6000 mm Long	05	<b>B</b>	30	SA182 F316	Dia 90 mm x 6000 mm Long	05	40	SA182 F316	Dia 32 mm x 6000 mm Long	02	50	SA182 F316	Dia 63 mm x 6000 mm Long	03	<b>Sub-Total Weight = 15 MT</b>					<b>Total Weight (A+B) = 35 MT</b>					
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	b) Submit your offer in <b>TWO-PART bids system [TECHNO-COMMERCIAL BID (Part-1) + PRICE BID (Part-2)]</b> clearly indicating the specification and size referred and any deviation against specification and <b>TDC:0:309/Rev05</b> shall be indicated in the offer itself point by point.																																														
	c) <b>Offer is to be submitted on PACKAGE basis. Offer can be submitted for any one or both the packages (A &amp; B). Supplier must quote for all the items mentioned in a particular package with full quantity indicated against each item as per the tender. Otherwise, offer is liable for rejection.</b> Minimum Order Quantity (MOQ) can be indicated in offer. However, acceptance of MOQ is not assured.																																														
	d) <b>Ordering on PACKAGE basis</b> to be accepted otherwise offer is liable for rejection.																																														
	e) <b>Detailed Quality Assurance Plan</b> for manufacturing of these rounds has to be submitted along with Technical bid and will be part of Technical bid.																																														
	f) Any Deviation against specification and TDC shall be clearly indicated in the Techno-commercial bid(Part -1)																																														
	g) <b>No negative tolerance</b> is acceptable on both Length & Diameter. Tolerance of plus 100 mm is acceptable on length.																																														
	h) Stenciling/Hard Punching/ Metal Tags etc of details like Maker's symbol, Size (dia in mm), Melt/Heat number and specification/grade to be provided as per TDC:0:309/rev05.																																														
2.	<p><b>Pre-Qualification Criteria (For new suppliers, not registered with BHEL Trichy):</b></p> <p>a) <b>Only Manufacturers (import or indigenous)</b> need to respond this enquiry. In case of deviation, offer is liable for rejection. Are you an Original Manufacturer for this item? Please confirm (YES/NO).</p> <p>b) Offer of <b>Traders / Stockists</b> will be summarily rejected.</p> <p>c) In case of Foreign Manufacturer/Mill, Exclusive Indian agent can represent only one foreign Principal. In case of deviation, offer shall be rejected. Agency commission if any should also be indicated clearly in your offer.</p>																																														


**Note: This Annexure-A has to be mandatorily filled & signed by original manufacturer / mill and submitted along with Technical bid. In case of non-submission of duly filled Annexure-A, vague answers or incomplete details, offer will be summarily rejected.**

	d) Please indicate whether Manufacturer is having own <b>Steel Making mill</b> (Yes/No)?	
	e) Please indicate whether Manufacturer is having <b>in-house Rolling mill/Forging mill</b> facilities to produce Rolled bars/Forged bars (Yes/No)?	
	f) Please indicate whether Manufacturer is having <b>in-house Heat Treatment facilities</b> to perform Heat-treatment (Yes/No)?	
	g) Please indicate whether Manufacturer/Mill have their own <b>in-house testing facilities</b> (Yes/No)? Supplier has to submit relevant procedures and qualification records for the testing requirements as indicated in the <b>TDC:0:309/Rev05</b> .	
	h) Manufacturer should have desired capability and relevant experience of manufacturing various ASME/ASTM grades of Stainless Steel rounds through rolling/forging process.	
	i) Has the Mill ever manufactured rounds to specn SA182F316 earlier for other customers (Yes/No)? If 'Yes', furnish records and one sample Test Certificate.	
<b>3.</b>	<b><u>Offer Evaluation and Finalization:</u></b>	
	a) First of all, only Techno-commercial bids will be opened and evaluated for finding technical suitability of offers. Price bids will not be opened at this stage.	
	b) After completion of technical evaluation, Price bids will be opened only for <b>TECHNICALLY QUALIFIED</b> offers.	
	c) In price bid, <b>Fixed/Firm rate per MT</b> inclusive of all charges like inspection, TPI, UT charges etc. are to be quoted.	
	d) The commercial offer will be evaluated on <b>TOTAL LANDED COST to BHEL-Trichy</b> on <b>PACKAGE</b> basis for each package (A & B) separately.  <b>I. For indigenous supplies:</b> Submit your <b>Fixed/Firm rate per MT on FOR-BHEL Trichy Stores</b> basis with inclusive of all charges like inspection, UT charges etc. Freight rate is to be quoted. Any other extra charges like ED, CST/VAT etc are to be indicated. The offer will be evaluated on total landed cost to BHEL-Trichy. <b>Price Variation Clause is not acceptable and offer will be summarily rejected.</b>  <ul style="list-style-type: none"> <li>• Total landed cost = Basic + Freight (For supplies within Tamil Nadu)</li> <li>• Total landed cost = Basic + Freight + CST (For supplies from states other than Tamil Nadu)</li> </ul> <b>II. For import supplies:</b> Submit your <b>Fixed/Firm rate per MT</b> with best possible delivery on CFR-Chennai basis only. In case the offer is submitted without CFR-Chennai, offer is liable for rejection. The offer will be evaluated on total landed cost to BHEL-Trichy taking into CFR Chennai cost, Custom Duty etc. <b>Price Variation Clause is not acceptable and offer will be summarily rejected.</b>  <ul style="list-style-type: none"> <li>• Total landed cost = CFR-Chennai rate + Customs duty as applicable + Loading for Local freight from Chennai Port to BHEL Trichy.</li> </ul> In price bid, <b>Fixed/Firm rate in Indian Rupees or USD or EURO per MT</b> inclusive of all charges like <b>Inspection, TPI, UT</b> charges etc. are to be quoted. Any other extra charges are to be indicated clearly.  <b>For conversion of USD and EURO into Indian Rupees, Exchange rate prevailing on the date of Technical bid opening will be considered.</b>	

Note: This Annexure-A has to be mandatorily filled & signed by original manufacturer / mill and submitted along with Technical bid. In case of non-submission of duly filled Annexure-A, vague answers or incomplete details, offer will be summarily rejected.

4.	<p><b>Inspections &amp; Testing:</b></p> <p>a) Pre-despatch inspection at Original Manufacturer's works will be done by BHEL/BHEL authorized inspection agency.</p>	
	<p>b) For Mills located outside India, <b>Third Party Inspection (TPI)</b> by a renowned agency approved as per <b>IBR (Indian Boiler Regulations)</b> has to be conducted. Name of TPI agency is to be indicated in Techno-Commercial bid.</p>	
	<p>c) All inspection charges including TPI are to Supplier's account only.</p>	
	<p>d) <b>Mill test Certificates, IBR Form-IV certificates and Guarantee Certificates in ENGLISH Language</b> are to be provided along with the material. Test certificates must incorporate details regarding material specification, Melt no, Manufacturing process and heat treatment done on material, BHEL purchase order no, supplier name and logo, TC no, size and results obtained in chemical and mechanical testing. All Test certificates must bear signature of competent personnel of manufacturers and to be counter-signed by TPI. Test certificates are to be sent along with materials.</p>	
	<p>e) <b>IBR Form-IV certification</b> (IBR approved form-IV for indigenous suppliers and Form-IV by Third party inspection agency approved by IBR for import sources) is to be submitted.</p>	
	<p>f) Material supplied to BHEL should be free from radioactive substances. Supplier has to certify on Mill test certificate that "<b>Material supplied to BHEL is free from radioactive substances and in the mill for all incoming as well outgoing materials, radioactivity check is done</b>". In case of any discrepancy, all the cascading effects shall be borne by supplier.</p>	
	<p>g) Supplier has to submit <b>Draft Mill Test Certificates and IBR Form-IV certificates</b> for BHEL approval before supply of material. (Applicable for new supplier)</p>	
5.	<p><b>Payment terms:</b></p>	
	<p>a) <b>For Indigenous Suppliers:</b> Our payment term is "<b>100% direct payment within 60 days with unsecured interest free credit</b>" through EFT/RTGS after receipt and acceptance of material at our stores. LC payment or any other payment mode like advance, Payment through cheque etc is <b>Not Acceptable</b> and offer is liable for rejection.</p>	
	<p>b) <b>For Import/Foreign Suppliers:</b> Our Payment term is on <b>CAD</b> basis after receipt and acceptance of material at our stores. In case of deviation, offer is liable for rejection.</p>	
	<p>c) Confirm acceptance for <b>Liquidated Damages (LD) clause</b>: In case of delayed delivery, LD clause will be operated as per the existing procedure (0.5% per week of delay of value of undelivered goods up to a maximum of 10%).</p>	
	<p>d) Confirm acceptance for <b>Performance Bank Guarantee and Risk Purchase clause</b>.</p>	
6.	<p><b>Delivery:</b></p>	
	<p>a) Our delivery requirement is on or before 31<sup>st</sup> October 2013. Delivery period on <b>FOR - BHEL Trichy Stores basis / CFR-Chennai basis</b> (as applicable) for the above items from the date of Purchase order to be indicated.</p>	
7.	<p><b>For New Supplier (Not registered with BHEL-Trichy) :</b></p>	
	<p>i. Suppliers who are not already registered with BHEL-Trichy <b>MUST</b> submit the <b>Supplier Registration Form</b> duly filled along with the Techno-commercial Bid.</p> <p>Following details/documents are also to be ensured as given below (sl nos. a to g):</p>	

Note: This Annexure-A has to be mandatorily filled & signed by original manufacturer / mill and submitted along with Technical bid. In case of non-submission of duly filled Annexure-A, vague answers or incomplete details, offer will be summarily rejected.

	<p>a) Details such as mill capacity and capability, credentials.  b) Previous purchase orders executed for blue chip companies in abroad and India.  c) ISO certification.  d) Details of manufacturing and Heat Treatment facilities installed.  e) Quality manual.  f) Agency agreement as per attached format.  g) Spot evaluation at supplier's works may be done at BHEL discretion.</p> <p>II. Following <b>additional details/documents</b> are to be submitted by <b>Import suppliers</b> along with above-mentioned documents (sl nos. a to g):</p> <p>h) D&amp;B report or Creditreform report of Mill/Manufacturer.  i) Port of loading, Country of Origin in case of foreign sources.  j) Acceptance to INCO-Terms 2010.</p>	
8.	<p>Offer on <b>PACKAGE basis (for Packages A or B or both A &amp; B)</b> is to be submitted in <b>TWO-PART</b> bids system. Techno-commercial bid (Part-1) with Technical &amp; Commercial terms and conditions and Price bid (Part-2) each in separate sealed covers and in turn both the covers put in third sealed covers.</p> <p><b>Tender Enquiry reference and due date to be indicated on all the envelopes.</b></p>	
9.	<p><b>Offer validity of 30 days is required after price-bid opening in case you are technically qualified.</b></p>	
10.	<p>Competitive offer (Techno-commercial bid &amp; Priced bid) to the following address is to be submitted within due date of this tender.</p> <p>To:  <b>Sr MANAGER / PURCHASE / MM / OUTSOURCING</b>  <b>FIRST FLOOR, BLDG -79,</b>  <b>BHEL- TRICHY, INDIA</b>  <b>PIN: 620014</b>  <b>Tel: 0431 257 4205 / 4354</b>  <b>E-mail: saruna@bheltry.co.in / skandshiv@bheltry.co.in</b></p>	
11.	<p><b>Enclosed:</b></p> <p>I. TDC:0:309/Rev05  II. Terms and conditions  III. Agency Agreement Format (Import)  IV. Supplier Registration Form - Indigenous  V. Supplier Registration Form – Import</p>	
 <p><b>S. ARUNACHALAM</b>  <b>SR. MANAGER</b>  <b>OUTSOURCING</b>  <b>BHEL TRICHY - 620 014</b></p> <p>(On behalf of BHEL)</p>		<p><u>To be filled &amp; signed by Original manufacturer / Mill</u></p> <p>Name of Mill:</p> <p>Name of authorized official of Mill:</p> <p>Designation / Department:</p> <p>Signature:</p> <p>Seal:</p>

**Note: This Annexure-A has to be mandatorily filled & signed by original manufacturer / mill and submitted along with Technical bid. In case of non-submission of duly filled Annexure-A, vague answers or incomplete details, offer will be summarily rejected.**

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.

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## **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