

BHARAT HEAVY ELECTRICALS LIMITED



429-002/A

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

PHONE :2575731
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: akumar@bheltry.co.in
Web:

	Enquiry No 2611600012 - 29	Enquiry Date 03.02.2016	Due Date for Quotation 26.02.2016
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. 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 covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	545350801000 ASME SEC.IIC,SFA-5.28, ER70S-A1 LOW ALLOY STEEL BARE SOLID WIRE FOR GMAW TO WCPI-152/08.DIA.0.80 MM X 700-1000 grams PRECISION LAYER WOUND PLASTIC SPOOLS	KG	500.000	500.00	08.05.16

General Note:

The Enquiry is governed by terms and conditions as mentioned in Annexure-A and no modifications / alterations are allowed in any case. If any modification / alteration is proposed or any other condition advanced by the bidder, it shall be ignored and the bidder will be bound by the terms of Enquiry notwithstanding any modification / alteration etc. proposed by them.

Annexures :

Pre Qualification Criteria

WCPI - 152/08

Annexure-A : Terms and Conditions of the Enquiry

Annexure-B : BHEL Commercial Terms & Conditions

Annexure-C : Price Bid Format

Annexure-D : CA Certificate format for MSE bidder

List of Inspecting Authorities

All the tenders may be addressed to the following address:

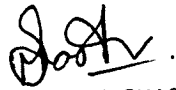
**The Tender Opening Cell / MM
Room No: 26, Building 24, Ground Floor
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI 620014**

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

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


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



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Web:

2611600012 / 03.02.2016

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Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only tender_cell@bheltry.co.in.

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the 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.

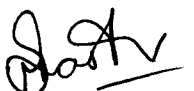
The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

Enclosures:

"LD clause has to be confirmed without fail."

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


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

Pre Qualification Criteria

1. The technical specifications mentioned in the Enquiry and WCPI-152/08 shall be confirmed point wise.
2. Three Copies of Original Test Certificate in English signed by manufacturer and Third Party Inspector shall be submitted.
3. Size of Wire, Weight of Wire, Brand Name of product shall be mentioned clearly in Techno-Commercial Bid.

Note : Bidder shall confirm and submit a signed copy of this Pre-Qualification Criteria for Technical Qualification.



BHARATH HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI-620 014
WELDING TECHNOLOGY CENTRE

Doc. Number:

WCPI – 152

Revision:

08

Date: 02/09/2009

Welding Consumable Purchase Instruction

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**PURCHASE INSTRUCTION OF BARE LOW ALLOY STEEL
SOLID WIRE FOR GAS METAL ARC WELDING TO
ASME SEC.II.C, SFA-5.28 CLASS: ER 70S-A1.**

1.0 SCOPE:

1.1 This Purchase Instruction prescribes the requirements for Bare Low Alloy Steel Solid Wire for Gas Metal Arc Welding that conforms to ASME Section II.C.SFA-5.28, Class: ER 70S-A1.

2.0 GENERAL:

2.1 The Wire shall comply with requirements specified in the Latest Edition and Addenda (Applicable on the date of Issue of Purchase Order) of ASME Sec.II.C.SFA-5.28, ER 70S-A1 and all tests, Acceptance Criteria shall be in accordance with this. Additional requirements specified in this document shall also be complied.

2.2 The Wire shall be precision layer wound in plastic spools and shall be supplied in sizes and Quantities as specified in the Purchase Order.

2.3 The Wires are intended for use as a Welding Electrode for butt-welding of tubes in pulsed GMAW process with Argon plus 5% to 20% Co₂ gas shielding in Automatic Straight Tube Butt Welding machine and Orbital TIG Welding with 100 % Argon shielding for Radiography Quality high pressure boiler components.


2.4 The manufacture's Material Safety Data Sheet for the product shall be sent along with the consignment.

2.5 Every batch of electrode shall be inspected & test certificates countersigned by Inspecting Authority approved by IBR for country of origin (Latest).

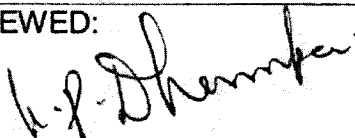
3.0 CHEMICAL COMPOSITION:

3.1 The chemical composition of the Wires shall conform to the following Analysis.

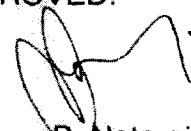
PREPARED:


S. Singaravelu
SM / WTC

REVIEWED:


Dr.K.P. Dhandapani
SDGM/WTC

APPROVED:


B. Natarajan
AGM/WTC & TE



Carbon	0.12 % Max	Molybdenum	0.40 – 0.65%
Manganese	1.30% Max	Copper	0.35% Max
Silicon	0.30 – 0.70%	Nickel	0.20% Max
Sulphur	0.025% Max.	Phosphorus	0.025 % Max
Other Elements Total	0.50 Max		

4.0 USABILITY AND RADIOGRAPHIC SOUNDNESS:

4.1 The Wire when used as electrode in Gas Metal Arc Welding with Argon plus 5% to 20% Co₂ shielding in Automatic Straight Tube Butt Welding machine and in Orbital Tig Welding with 100% Argon shielding shall deposit Weld metal that flows freely, uniformly without sputtering or other defects and shall exhibit excellent wetting characteristics. The resultant Weld metal shall be smooth and uniform with no visible evidence of cracks/porosity or other defects and shall meet Radiographic Soundness requirements specified in ASME Sec.II.C.SFA-5.28, ER 70S-A1.

4.2 Weld metal produced using the wire with 95 % Argon plus 5% Co₂ /100 % Argon shielding shall meet tensile requirements after PWHT at 620±15°C with one hour soaking as follows.

Tensile Strength	515 Mpa (Minimum)
Yield Strength	400 Mpa (Minimum)
% Elongation	19 (Minimum)

4.3 The base metal for weld test assembly and testing procedure to be employed for verifying compliance to 4.1 & 4.2 above shall be as specified in ASME Sec.II.C.SFA-5.28, ER 70S-A1.

5.0 FORM, SIZE, FINISH AND IDENTIFICATION:

5.1 FORM & SIZE:

The Wire shall be supplied in diameters 0.8 mm, 1.2 mm or 1.6 mm as specified in the Purchase Order. The tolerance on diameter shall be + 0.01, -0.04mm..

FORM:

The Wire shall be supplied in plastic spools of dimensions and weight as given below. Spools shall be such material and design so as to provide adequate protection against damage or distortion of themselves and of the wire due to normal handling or use. Spools shall be sufficiently clean and dry to maintain cleanliness of the wire. Spools shall electrically insulate the wire from wire feed spindle.



Barrel Inner Dia. (Bore dia.)	50.5 mm.+2.5,-0 mm	16 mm +1,-0 mm
Spool Outer Dia. (Flange OD) Max	305 mm	100 mm
Spool Width	103 mm +0,-3 mm.	46 mm + 0,-2 mm
Distance between axes	44.5 mm ± 0.5 mm	-----
Driving Hole Diameter	10 mm + 1,-0 mm	-----
Net Weight	10/12.5/15 Kg.	700 /1000 gm.

5.2 FINISH & UNIFORMITY:

The Wire shall be uniformly copper coated and shall have a smooth & glossy finish that is free from slivers, depressions, scratches, scales, seams, laps, drawing fluids and foreign matter that would adversely affect the welding characteristics, the operation of Welding equipment, or properties of Weld metal. The copper coating shall be well adhered without any flaking so as to ensure against any rusting during long storage and also ensuring good electrical conductivity.

5.3 Each Spool shall contain one continuous length of wire from single heat of metal and no splices are permitted.

5.4 WINDING:

The Wire shall be precision layer wound on spools so that kinks, waves, sharp bends, overlapping or wedging are not encountered, leaving the wire free to unwind without restriction. The outside end of the wire (The end with which welding is to begin) shall be identified so that it can be located readily and shall be fastened to avoid unwinding.

5.5 The spooling shall be rigid without any intermeshing of wire layers. The outer most layer of spooled wire shall not be closer than 3.0 mm to the outside of flanges.

5.6 The cast helix and temper of wire on spools shall be such that the filler wire will feed in an uninterrupted manner in an automatic high output welding system.

5.7 IDENTIFICATION:

Adhesive labels containing following product information shall be securely affixed in prominent location on the outside of at least one flange of the spool.

- a) ASME Specification & Classification designation.
- b) Brand Name.
- c) Batch Number/Heat Number.
- d) Size and Net Weight.



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TIRUCHIRAPALLI-620 014
WELDING TECHNOLOGY CENTRE

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6.0 PACKAGING:

- 6.1 The spools completely devoid of moisture shall be packed in moisture proof cartons so as to prevent any rusting or any deterioration in weld quality during long storage.
- 6.2 The cartons shall have product information as required in 5.8 above legibly marked so as to be visible from outside of each carton.
- 6.3 The appropriate precautionary information as specified in ANSI Z 49.1 latest edition (as minimum) or its equivalent shall be prominently displayed in legible print on all packages including unit packages.
- 6.4 Spools shall be packed in wooden crates lined with waterproof material so as to ensure against damage during shipment and normal storage conditions. The net weight of each crate shall not exceed 1000 Kg.

7.0 TESTING & CERTIFICATION:

- 7.1 Each consignment of wire spools shall be from one batch only.
- 7.2 Batch /Lot classification shall be "Class S1" as per Section 5.0 of SFA-5.01 Filler metal procurement guidelines of ASME Sec.II.C. (Latest Edition & Addenda)
- 7.3 The Level of Testing shall be "Schedule J" of Section 6.0 of SFA-5.01 Filler metal procurement guidelines of ASME Sec.II.C. (Latest Edition & Addenda)
- 7.4 Three copies of Original Test certificates in English countersigned by Inspecting Authority (Latest) approved by IBR for country of origin giving details of following tests done for compliance to this Purchase Instruction and ASME Sec.II.C, SFA-5.28, ER70S-A1 shall be sent.
- 7.5 The Testing Authority shall certify that supplies made against the batch conforms to the requirements of the Latest Edition & Addenda (Applicable on the date of issue of Purchase Order) of ASME Sec.II.C.SFA-5.28 ER 70S-A1.

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TERMS AND CONDITIONS OF THE ENQUIRY

(A) SCOPE OF SUPPLY :

- Supply shall be made strictly as per the technical specifications mentioned in the Enquiry and Pre-Qualification criteria.
- Third Party Inspection is applicable for the Enquiry. List of Third Party Inspectors is attached.

(B) TWO PART BID SYSTEM :

- The Bidders shall submit the offer in Two Part Bid System i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
- Techno-Commercial Bid should contain the following details:
Technical specifications and product datasheet
Confirmation to Pre-Qualification Criteria
Duly Filled Annexure-B

Techno-Commercial bid shall be put in a cover (1) and super scribed as "Techno-Commercial Bid" for Enquiry No:Dt:Due Dt:

- Price Bid: Containing the price details as per ANNEXURE –C shall be put in a separate cover (2) and superscripted as "Price Bid" for Enquiry No:Dt:Due Dt: (submitted in your company letter head).
- You are requested to put the above two envelopes (Techno-Commercial Bid & Price Bid) inside a separate larger sealed envelope and this envelope shall be super scribed as "Techno-Commercial Bid and Price Bid" for Enquiry No:Dt:Due Dt: Bidder's name and address shall be mentioned clearly on this envelope.
- Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall only be considered.
- Please submit point wise compliance to our specifications, terms and conditions as per Annexure-B. Otherwise it will be presumed that you are accepting BHEL's terms and conditions. Please Ensure That All Terms & Conditions Should Be Indicated in The Un-Priced Bid To Be Attached With The Techno-Commercial Bid Positively.

(C) SUBMISSION OF OFFER :

- Your Offers should be sent to the following address only :
The Tender Opening Cell / MM
Room No. 26, Building 24, Ground Floor,
Bharat Heavy Electricals Limited
Tiruchirapalli – 620014
Tamilnadu, India
- In case personal delivery of the offer, it shall be dropped into the respective tender box after duly entering the data in the system kept in room no. 26
- Vendors are requested to avoid submission of offers through Email/Fax. In case of any unavoidable situation, offers shall be sent through E-mail to the following ID only :

tender_cell@bheltry.co.in

The Enquiry No. shall be clearly mentioned in the subject of E-mail.

- Offers received after due date and time: 02:00 pm will not be considered under any circumstances. Therefore Vendors shall ensure to submit the offers before this time.

(D) OFFER VALIDITY :

- Validity of offer should be minimum 120 days from the date of Tender opening. The quoted / finalized prices shall be Firm till completion of the supplies

(E) DELIVERY TERMS :

- **For Indian Bidders :**
 - The prices are to be quoted on F.O.R. BHEL Stores basis (Inclusive of Packing & Forwarding Charges). Freight and Insurance Charges shall be

TERMS AND CONDITIONS OF THE ENQUIRY

quoted extra in %. All the items should be supplied at BHEL Stores at your own cost. Offers with any other delivery conditions will be rejected

- o Delivery condition like Ex-works / Ex - godown / Transportation of materials through transport carriers from your works up to the transport carrier's office and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us.

▪ **For Foreign Bidders :**

- o Bidders should submit their offer for CiR Chennai with freight and insurance break up details. FOB rate will be arrived by subtracting the corresponding freight & insurance break up from the CIF rate. Port of Loading should be indicated without fail. BHEL reserves the right to order on FOB or CIF basis. Mode of shipment will by Sea.

1. CIF incoterms:

- 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. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.
- b) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presume by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.
- c) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".

2. FOB incoterms:

- a) The available load ports for FCL (Full Container Load) Cargo in Freightling Contract are Antwerp, Hamburg, Genoa, Rotterdam, Bilbao, Gothenberg, Felixstowe, St.Petersberg, Busan, Dalian, Shanghai, Kobe, Osaka, Yokohama.
- b) The available load ports for LCL (Less than Container Load) Cargo in Freightling Contract are Antwerp, Hamburg, Genoa, Rotterdam, Bilbao, Gothenberg, Felixstowe, Thamesport, Tilbury, Le Harve, St.Petersberg, Busan, Masan, Dalian, Shanghai, Tianjin, Kobe, Osaka, Yokohama, Singapore, Durban.
- c) The available load ports for BB (Break Bulk) Cargo in Freightling Contract are Antwerp, Hamburg, Genoa.

(F) PAYMENT TERMS :

▪ **For Indian Bidders :**

- o Payment term is "100% direct EFT payment after 45 days from the date of receipt and acceptance of materials at BHEL Stores".
- o The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.
- o 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.
- o Payment through bank is not preferred. In case of payment through bank is opted by supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of goods to site/stores with consignee copy attached. In this case loading will be 3% on the offered value.
- o Offers of indigenous Suppliers with payment terms as LC / Advance Payment etc. will be rejected.

TERMS AND CONDITIONS OF THE ENQUIRY

▪ **For Foreign Bidders :**

- 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.
- 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.
- 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.
- In the case of Usance LCs 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.
- Offers with payment terms as Advance payment, CAD at sight and Confirmed LCs will be rejected.

(G) LIQUIDITY DAMAGES / PENALTY :

- Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value
- For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part there of subject to a maximum of 10% of the total order value.
- Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value)

(H) RISK PURCHASE CLAUSE :

- Alternatively the purchaser at his 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 substitutes therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in our LD clause.

(I) TENDER EVALUATION :

- Tender evaluation will be carried out on the basis of Technical Specifications and Commercial Terms and Conditions specified in the tender documents and changes thereof (if any) will be communicated to all bidders before Price Bid Opening.
- The Tender will be evaluated Item Wise.

(J) COST EVALUATION :

- Evaluation will be done on the basis of “Total landed cost to BHEL”.
- For evaluation, the exchange rate (TT selling rate of SBI) on the date of Part-I bid opening shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous working day shall be considered.
- BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed
- Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers.
- BHEL reserves the right to place order for individual items with different vendors.
- In the event of more than one vendor becoming L-1 for any of the item / items, the enquiry quantity for those item / items will be shared equally among all the L1 vendors.

TERMS AND CONDITIONS OF THE ENQUIRY

- BHEL reserves the right to increase or decrease the tender quantity and split up the tender quantity among more than one vendor at the lowest acceptable price to BHEL and place order accordingly in any proportion at our own discretion.

(K) MSE CLAUSE :

- The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act as per the public procurement policy notified by the Central government.
- 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.
- In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) OR valid NSIC certificate OR EM-II certificate along with attested copy of a CA certificate (Format enclosed at Annexure –F) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (2014-15). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. Documents should be notarized or attested by a Gazetted officer.
- Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:
 - (a) Enterprises owned by Scheduled Castes.
 - (b) Enterprises owned by Scheduled Tribes.
 - (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category

- To avail the intended benefits, all the relevant documents must be submitted along with other. Post tender submission of these information will not be considered.

(L) INDIAN AGENTS OF FOREIGN SUPPLIERS :

- BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement
- 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.
- If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. 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.
- Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- 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

TERMS AND CONDITIONS OF THE ENQUIRY

shall deal directly with the foreign principal only for all correspondence and business purposes.

- The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.
The responsibility for successful execution of the contract lies with the OEM/ foreign principal.
- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent and Principal/OEM, then the offer from Principal/OEM only will be considered.
- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM for the same item. If an agent submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.

(M) PACKING AND MARKING :

- The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.

(N) ARBITRATION :

- All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL Trichy and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract.

(O) OTHER TERMS AND CONDITIONS :

- No revision of prices will be entertained at any circumstances after tenders are opened.
- On the due date of tender opening, only the Techno-commercial bids will be opened. Techno-commercial bids will be evaluated by us and clarifications required, if any, will be called from the bidders on technical and commercial points.
- If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid will be considered.
- BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons.
- The correspondence between the bidder and BHEL through Email is considered as valid document Legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.
- If The Due Date Of Tender Opening Happens to be a Holiday, those tenders Will Be Opened On Next Working Day.
- The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.
- If any quality problem is pointed out by any BHEL unit w.r.t. supplied material, the same shall be settled and corrected immediately with the concerned BHEL unit, by the supplier.

ANNEXURE – A

TERMS AND CONDITIONS OF THE ENQUIRY

If there is any failure by the supplier to settle such quality problems, the matter will be considered very seriously and appropriate penal action may be initiated against the respective supplier.

- BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason.
- For any clarifications, you may contact to the following Email IDs :
akumar@bheltry.co.in
shrivastava@bheltry.co.in

ANNEXURE – B

BHEL COMMERCIAL TERMS AND CONDITIONS

(a) TECHNICAL TERMS CONFIRMATION (TO BE SUBMITTED IN COVER NO: 1)

ENQ S. NO.	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	Quantity	Consignment weight against each item separately	whether quoted/ not quoted
10						

(b) COMMERCIAL TERMS CONFIRMATION (TO BE SUBMITTED IN COVER NO: 1)

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	VALIDITY	MINIMUM 120 Days from Date of tender opening	
2	PRICE QUOTED	As per Clause (E) of Annexure-A	
3	EXCISE DUTY WITH CESS (Whether inclusive (or) extra) Clearly mention the percentage	SUPPLIER TO QUOTE. ED Invoice to be submitted for availing CENVAT benefit.	
4	VAT % Clearly mention the percentage	SUPPLIER TO QUOTE	
5	CST % against form 'C' Clearly mention the percentage	SUPPLIER TO QUOTE	
6	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT BHEL STORES – FOR INDIAN BIDDER	SUPPLIER TO QUOTE IN % OF BASIC PRICE ONLY	
7	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT CHENNAI SEAPORT – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE IN % OF BASIC PRICE ONLY	
7	DEIVERY SCHEDULE FROM THE DATE OF PURCHASE ORDER / LETTER OF INTENT	SUPPLIER TO QUOTE IN NO. OF DAYS / WEEKS	
8	PAYMENT TERMS	As per Clause (F) of Annexure-A	
9	LIQUIDATED DAMAGES CLAUSE	As per Clause (G) of Annexure-A	
10	RISK PURCHASE CLAUSE	As per Clause (H) of Annexure-A	
11	TEST CERTIFICATE	As per Pre Qualification Criteria and WCPI	

ANNEXURE – B

BHEL COMMERCIAL TERMS AND CONDITIONS

12	THIRD PARTY INSPCETION CERTIFICATE	AS PER WCPI	
13.	ORIGIN OF DISPATCH	SUPPLIER TO QUOTE	
14.	PORT OF LOADING – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE	
15	CURRENCY – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE	
16.	MSE VENDOR	YES / NO as per Clause (M) of Annexure-A.	
17.	DOCUMENTARY PROOF FOR MSE	Supplier to provide the list of documentary proofs	
18.	CONTACT PERSON DETAILS	NAME:	
		MOBILE NO:	
		LAND LINE NO:	
		EMAIL :	
		FAX:	

NOTE:

a). It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.

b). No row shall be left blank. Please indicate NA, in case the item is "not applicable"

Full postal Address:

Signature & Office Seal of the vendor

ANNEXURE – C
PRICE BID FORMAT

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	unit	quantity	Basic Price per Kg	Total Value
10						

NOTE :

IF YOU HAVE NOT QUOTED FOR ANY ITEM, YOU SHOULD MENTION AS "NOT QUOTED" AGAINST THAT ENQ SL NO. (SUBMITTED IN SEPARATE COVER NO: 2)

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part—II) dtd.....
Category:(Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No,S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs...Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of
Rs.Lacs forMicro / Small **(Strike off which Is not applicable)**
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of chartered accountant

(As on 31/03/2012)

INSPECTING AUTHORITIES

NAME OF THE AUTHORITY

AREA OF OPERATION

1.	Director of Boilers, Andhra Pradesh	Andhra Pradesh
2.	Chief Inspector of Boilers, Arunachal Pradesh	Arunachal Pradesh
3.	Chief Inspector of Boilers Assam	Assam
4.	Chief Inspector of Boilers Bihar	Bihar
5.	Chief Inspector of Boilers Chhattisgarh	Chhattisgarh
6.	Chief Inspector of Boilers, Delhi	N.C.T.D.
7.	Chief Inspector of Boilers, Goa.	Goa
8.	Director of Boilers, Gujarat.	Gujarat, Daman & Diu and Dadra & Nagar Haveli
9.	Chief Inspector of Boilers, Haryana.	Haryana & Chandigarh
10.	Chief Inspector of Boilers, Himachal Pradesh.	Himachal Pradesh
11.	Chief Inspector of Boilers,, Jharkhand.	Jharkhand
12.	Director of Boilers, Karnataka.	Karnataka
13.	Director of Boilers, Kerala.	Kerala
14.	Director of Boilers, Madhya Pradesh.	Madhya Pradesh
15.	Director of Boilers, Maharashtra.	Maharashtra
16.	Chief Inspector of Boilers, Meghalaya	Meghalaya
17.	Chief Inspector of Boilers, Manipur	Manipur

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 18. Chief Inspector of Boilers,
Mizoram | Mizoram |
| 19. Chief Inspector of Boilers,
Nagaland | Nagaland |
| 20. Director of Boilers,
Orissa | Orissa |
| 21. Director of Boilers,
Punjab | Punjab |
| 22. Chief Inspector of Boilers,
Labour Department,
Government of Puducherry,
Puducherry | Puducherry |
| 23. Chief Inspector of Boilers,
Rajasthan. | Rajasthan |
| 24. Director of Boilers
Tamil Nadu | Tamil Nadu |
| 25. Chief Inspector of Boilers,
Tripura | Tripura |
| 26. Director of Boilers,
Uttar Pradesh | Uttar Pradesh |
| 27. Deputy Director of Factories & Boilers
Uttarakhand | Uttarakhand |
| 28. Chief Inspector of Boilers,
West Bengal | West Bengal |
| 29. M/s. Lloyd's Register Asia
63-64, Kalpataru Square, 6 th Floor,
Kondivita Lane, Off. Andheri-Kurla Road,
Mumbai-400 059 | Tamilnadu, Maharashtra
Gujarat, Haryana & Punjab |
| 30. M/s. TUV Nord Systems GmbH Co.KG.
Langemarckstr 20
451141 Essen
GERMANY. | Europe, Brazil, China, Korea
and Thailand |
| 31. M/s RSA
(Formerly Royal & Sun Alliance plc)
17 York Street,
Manchester, M2 3RS,
United Kingdom | Europe |

- | | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 32. | M/s. Japan Inspection Company Limited,
No.10-7, 1-Chome, hatchobori, Chou-ku,
Tokyo, 104-0032, Japan | All countries except India |
| 33. | M/s. S.G.S. Korea Company Limited,
Industrial Division,
647-2,Sinpyeong-dong,
Saha-gu, Busan,
KOREA (604-030). | Korea & Japan |
| 34. | M/s Bureau Veritas,
67-71, Boulevard du Chateau,
92200 Neuilly-sur-Seine,
FRANCE | All countries except India. |
| 35. | M/s. Lloyds Register Verification Ltd.,
71, Fenchurch Street,
London EC 3M, U.K. | All countries except India. |
| 36. | M/s. Velosi Certification Bureau Ltd.,
Unit 1 Woodside Business Park,
Whitley Wood Lane,
Reading, Berkshire, RG2 8LW
United Kingdom | Europe, Middle East
Countries, China, Malaysia
Singapore & USA |
| 37. | M/s TUV Rheinland Brandenburg P falz e.V.,
Am Grauen stein, D-51105 Klon,
Germany | Europe , Japan, China &
Korea |
| 38. | Technischer Uberwachungs-Verein Saarland e.V.,
Am Tuev 1,
66280 Sulzbach,
Germany | Europe |
| 39. | M/s OOO "TekhnoLogicheskieEnergosistime"
J. Kalinia St. Belgorod, 308001
Russia | Russia, China, Ukraine, USA
& Germany |
| 40. | M/s Engineering Bureau Franke
International,
55, Amurskaya St.,
Dnepropetrovsk
49108, Ukraine | Ukraine, Russia, Belarus, China ,
Uzbekistan, Poland, Belgium, Romania,
& Czech Republic |
| 41. | M/s. ARISE Boiler Inspection &
Insurance Company Risk Retention Group,
Grand Bay 1, 7000 South Edgerton Road,
Suite 100, Breeksville,
OH 44141 USA | USA & Canada |
| 42. | Tata Projects Limited,
"Mithona Towers-I", 1-7-80 to 87,
Opp. Wesley Co-Ed. Jr. College,
Prenderghast Road,
Secunderabad- 500 003, (India) | All countries except India |

- | | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 43. | M/s TUV SUD Industrie Service GmbH,
Wstendstr. 199,
80686 Munich,
Germany | All countries except India |
| 44. | M/s Germanischer Lloyd Industrial Services GmbH,
Steinhoeft 9,
20459 Hamburg,
Germany | All countries except India |
| 45. | M/s. TUV Thuringen e.V.,
Business Division Steam and Pressure Technology,
Melchendorfer Str. 64,
99096 Erfurt,
Germany | Europe |
| 46. | M/s. SGS-CSTC Standards Technical Services Co. Ltd.
9 th Building, No. 69,
KangQiao Industrial Park, Block 1159,
KangQiao East Road, Pudong District,
Shanghai-201 319
China | China |
| 47. | M/s Moody International Limited,
Hayworthe House, Market Place,
Haywards Heath, West Sussex,
United Kingdom | All countries except India |