



An ISO 9001  
Company

## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT / PURCHASE / TUBES

TITLE : SUPPLY OF ALLOY STEEL FLATS [SA387GR12CL2].	Phone: +91 431 2577447 /2577058 Fax : +91 431 252 0719 Email : agk@bheltry.co.in
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Reference Number: Enquiry 1501300007	Enquiry Date: <del>30.01.2013</del> / 02.03.2013	Due date for submission of quotation: 12.04.2013
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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.

Please note that under any circumstance both **delayed offer** and **late offers** will not be considered. Hence vendors are requested to ensure that the offer is reaching physically our office before 14.00 hrs on the date tender opening.

### Sub: Procurement of Alloy Steel FLATS [ SA387GR12CL2].

All Flats are to be supplied fully meeting the TDC:303 Rev 05 & the TDC 202 Rev 05(if process of manufacture is through slitting).

BHEL commercial terms & conditions with Price Bid formats 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) Bharath Heavy Electricals Limited) under enquiry reference "1501300007"

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

  
SM/ PURCHASE/TUBES

SM/ PURCHASE/TUBES  
Tiruchirappalli - 620014  
Tamil Nadu - INDIA  
Phone: +91 431 2577447 / 2577058  
Fax: +91 431 252 0719  
Email: agk@bheltry.co.in



429-002/A

Enquiry No

**BHARAT HEAVY ELECTRICALS LIMITED**

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

PHONE :2577447  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: agk@bheltry.co.in  
Web:

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Enquiry No	Enquiry Date	Due Date for Quotation
1501300007	<del>30.01.2013</del> 02.03.2013	12.04.2013
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	159085450000 FIN FLAT 50.8 X 6 - SA387GR12CL2	MT	7.350	4.73	24.07.13
				2.63	24.10.13
20	159085610000 FIN FLAT 13.2x6 - SA387GR12CL2	MT	180.100	90.05	24.07.13
				90.05	24.10.13
30	159085620000 FIN FLAT 50.3x6 - SA387GR12CL2	MT	15.750	10.50	24.07.13
				5.25	24.10.13
40	159085630000 FIN FLAT 54.1x6 - SA387GR12CL2	MT	9.450	6.30	24.07.13
				3.15	24.10.13
50	159085640000 FIN FLAT 51.3x6 - SA387GR12CL2	MT	53.865	35.91	24.07.13
				17.96	24.10.13
60	159085650000 FIN FLAT 57.6x6 - SA387GR12CL2	MT	119.385	79.59	24.07.13
				39.80	24.10.13
70	159085660000 FIN FLAT 68.3x6 - SA387GR12CL2	MT	132.300	88.20	24.07.13
				44.10	24.10.13
80	159085670000 FIN FLAT 9.5x51.3 - SA387GR12CL2	MT	59.850	39.90	24.07.13
				19.95	24.10.13

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.

**A. GOPALAKRISHNAN**  
Sr. Manager  
MM / Purchase / Tender  
BHEL, Thiruchirappalli - 620014.

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

MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,



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1501300007 / ~~30.01.2013~~ / 02.03.2013

## General Note:

1) All Flats are to be supplied fully meeting the TDC0:303Rev05 & the TDC 202 Rev 05 ( if process of manufacture is through slitting).  
Point-by-Point confirmations to be indicated in the offer without fail. If there is any deviation, the same should be mentioned clearly in the offer itself.

If the suppliers source the raw material as plate from outside, then such a supplier should attach

1. Compliance certificate for TDC 202 Rev 05 and
2. A TC for similar material from the raw material source apart from confirmation for TDC 303 Rev 05 by flat manufacturer.

2) Supplier shall confirm all the clauses of the TDCs in detail & submit supporting documents for the fulfilling the TDC.

3) Supplier shall also submit the details of facilities, type of process & other requirement to fulfill TDC.

4) Mill TCs should be provided along with despatch of flat materials.

5) Supplier shall indicate the manufacturing process in details starting from raw material sourcing to packing of finished materials.

6) Finished coiled flats shall be in normalized tempered condition.

7) TENDERS WILL BE FINALIZED ON "CONVENTIONAL TWO PART BASIS".

8) The covers should be duly superscribed with the ENQUIRY NO and DUE DATE in BOLD letter without fail. The OFFER & all related documents in ENGLISH, sealed and superscribed as "Parts I & II inside" indicating Enquiry No., Due Date, Address & Reference of the Bidder should reach this office on or before the due date by 14:00 Hrs (IST). OFFERS RECEIVED AFTER 14:00 Hrs (IST) WILL NOT BE CONSIDERED FOR EVALUATION.

Part 1: This sealed envelope should contain

- (a) technical bid
- (b) Un-priced commercial bid (copy of the Priced Bid without the price details)

This envelope should be clearly marked "Part I - Technical and Un-priced commercial bid, indicating Enquiry No., Due Date, Address & Reference of the Bidder.


Part II: This sealed envelope should contain price details. This envelope should be clearly marked "Part II - Price bid", indicating

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A. GOPALAKRISHNAN

Sr. Manager  
Purchase  
Fossil Boilers

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

  
MANAGER PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,



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Enquiry No., Due Date, Address & Reference of the Bidder

9)IMPORT BIDDERS - Bidders should submit their offer for net FOB, Nearest port and CFR, Chennai with freight break up details. BHEL reserves the right to order on FOB or CFR basis. We also request you to submit your quotations for the destination port of Karaikkal & Tuticorin in your offer without fail.

INDIAN BIDDERS - Bidders should submit their offer for EXW and FOR Destination BHEL Tiruchi Stores.

THE QUOTE SHOULD BE INCLUSIVE OF ALL CHARGES, INCLUDING TESTING, PACKING, INSPECTION ETC. NO ADDITIONAL CHARGE WILL BE PAID.

10) OFFERS SHOULD BE KEPT VALID FOR A MINIMUM OF 60 DAYS WITHOUT FAIL.

11) We require the shipment of the flats to be as per the dates mentioned against the individual items in the enquiry.

12) Confirmation for partial ordering to be indicated in the offer itself.

13) Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same.

14)BHEL reserves the right to negotiate L1 rate or re float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

15)For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered.

16)Import Bidders - Payment will be made on Cash against documents basis, i.e Payment will be made 45 days from the date of submission of complete set of documents as specified in the PO at our bank. Requests for LC will be loaded at 1.5% of the basic charge.

Indian Bidders - The payment term is 100% payment after 45 days of satisfactory acceptance of materials at BHEL, Tiruchy. As per policy, LC will not be opened. Request for LC /advance payment will not be accepted.

17)The offer is to be signed and sealed in original by the bidder without fail.

18)The Bidder, in the event of an order, should furnish a bank Guarantee from BHEL's consortium banks(List attached) or counter-guaranty by

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A. GOMALAKANNAN  
Manager, Purchase  
(Fossil Boilers)  
BHEL, Tiruchirappalli

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

MANAGER, PURCHASE  
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Yours faithfully,



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vendor's bank to BHEL's consortium banks, at no extra cost to BHEL, in a proforma prescribed by BHEL, provided along with the order, for an amount equivalent to 10% (Ten percent) of the value of the contract.

The BG shall be valid for period of 18 months from the date of last shipment or 12 months from the date of receipt / acceptance / at BHEL, Tiruchi whichever is later, with a claim period of two months.

19)Liquidated damages : If the supplier fails to deliver the raw materials/ components/equipments within the period specified in the contract BHEL shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay or part thereof upto a maximum of 15% of the price of delayed/undelivered portion to be reckoned from the contract delivery date to the date of Bill of lading/air way bill date for CFR contracts and to the cargo readiness date (i.e final inspection agency's signed date in the test certificate) for FOB contracts.

20)Risk purchase : 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 despatch 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.

21)The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website - www.bhel.com.

Offers from vendors who are under hold/rejection by BHEL for the tendered material category will also not be considered.

22) BHEL prefers the manufacturers to quote directly. In case this is not possible and the offer is being submitted by an Indian agent, the following details are to be furnished along with the offer:

- The letter from their Principal authorising the Indian agent to submit the offer on their Principal's behalf. In case the Indian agent submits offer on their own letter head then a covering letter (in original) from the Principal should be enclosed, clearly mentioning that they are bound by the offer submitted by the Indian agent on their behalf.
- Precise relationship between foreign suppliers and their Indian agents and their mutual interest in business, should be clearly spelt out.
- Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee is to be mentioned in the offer.
- All services to be rendered by the agent, whether of general nature

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A. GOVINDARAJAN

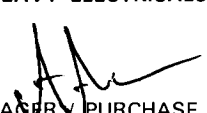
By

(Signature)

(Signature)

(Signature)

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

  
MANAGER, PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,



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or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.

e. The amount of agency commission agreed to between the foreign principal and the Indian agent should be specifically disclosed and the agency commission will be paid in Indian Rupees only on satisfactory completion of the contract.

f. For calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken.

g. Copy of current agency agreement is to be enclosed.

23) Offer from stockist/trader is not acceptable and will not be considered for evaluation.

24) BIDDERS WHO ARE NOT REGISTERED VENDOR OF BHEL TRICHY HAVE TO SUBMIT THE FILLED IN SUPPLIER REGISTRATION FORMS (SRF) AVAILABLE IN THE BHEL WEBSITE - www.bhel.com AND THE OTHER REQUIRED DOCUMENTS CALLED FOR IN THE SRF (INCLUDING D&B REPORTS FOR IMPORT VENDORS, THE FACILITIES AVAILABLE AT THE MILL TO MEET THE TDC REQUIREMENTS) ALONG WITH THE TECHNICAL BID WITHOUT FAIL.

WITHOUT SATISFYING THIS OFFER WILL NOT BE CONSIDERED.

25) IN ADDITION, VENDORS WHO ARE NOT IN THE BHEL VENDOR LIST AS PERMANENT VENDORS FOR THIS MATERIAL CATEGORY SHOULD SUBMIT AN EXPERIENCE CERTIFICATE DETAILING THE QUANTITY SUPPLIED SPEC WISE YEAR WISE ALONG WITH THE UNPRICED PO COPIES AND PROOF OF SUPPLY (SUCH AS INVOICE & BILL OF LADING COPIES) ALONG WITH THE OFFER FOR ALL THE TENDERED SPECIFICATIONS.

WITHOUT SATISFYING THIS CONDITION, OFFER WILL NOT BE CONSIDERED.

26) Tenders can be deposited in our tender box designated as "MM-TUBES-FB-150-SEC 25" located at discussion Room.1, 4th floor, 24 building. With official date seal issued by our DESPATCH SECTION located at 4th floor, 24 building.


### Enclosures:

"LD clause has to be confirmed without fail."

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A. G. GOBALAKRISHNAN  
MANAGER / PURCHASE  
(FOSSIL BOILERS)

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

  
MANAGER / PURCHASE  
(FOSSIL BOILERS)  
Yours faithfully,

**Record of revision:**

Rev 04: 18/07/2008 CI 1.0 to CI 6.0 modified. Rev 05: 02/02/2011: SA387 Gr 91 Class 2 added, CI 2.0, 3.0, 5.0, 6.0, 9.0, and 10.0 modified.

**1.0 MATERIAL SPECIFICATION**

ASME :( Latest as on PO Date) : Carbon steel (CS): SA 515 Gr.70  
 : Alloy Steel (AS):SA387 Gr.12 Class 2 Gr. 22 Class 2;  
 SA387 Grade 91 Class 2

Additional Requirement : As listed below (supplementary to Specification)  
 Alloy steel plates of Gr 91 shall be imported.

Size and Qty : As per Purchase order (PO)

**2.0 CHEMICAL COMPOSITION & PROCESS**

All plates are of Fully Killed steel.

Drum plates shall be of Vacuum Degassed. (S1 of SA20).

Final rolling: lengthwise.

Plate thickness (t) > 80mm to be made only from ingots. Plate of t <= 80mm, can be made from continuous cast slabs. Reduction ratio in thickness from slab/ingot to plate shall be 3:1. Sufficient 'Top of Ingot' to be discarded to ensure plate free of segregation. After top discard the increase in Carbon content at the top-mid, width-mid thickness of the plate shall not exceed 20% of the reported ladle analysis value. This value shall be reported in Test Certificate.

Ladle analysis: 1 sample per cast, Product analysis: min.1 sample per plate as rolled.

Max. Carbon: CS: 0.25%. Max. Carbon Equivalent for Carbon Steel: As per S20 of SA20.

**3.0 HEAT TREATMENT (HT) (as delivered condition)**

Material	Heat Treatment Temp,C		Soaking time, hr/in	
	Normalising	Tempering	Normalising	Tempering
CS SA 515 Gr 70	880-920	-	1/2	-
AS SA387 Gr 12 Class 2	920-950	640-670	1/2	1
AS SA387 Gr 22 Class 2	920-950	680-710	1/2	1
AS SA387 Gr 91 Class 2	1040-1080	730-800	1/2	1

**Note:**

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

**4.0 SIMULATION HEAT TREATMENT for test coupons in addition to Cl.:3.0:(For CS only)**

Normalizing: 880-920deg.C, Stress Relieving (SR): 615+/-10deg.C, 3 hr./inch thick(t), furnace cool to 400deg.C.ROH/ROC for SR: <220/t deg.C/hr.(t in inch), but need not be slower than 55 deg.C/hr.

**5.0 MECHANICAL TESTS; (On simulated Heat Treated condition for CS and in as delivered condition for AS)**

Extent of test: For each plate.

(1)Tensile Test

(2) Bend Test: Angle of bend: 180 deg. Diameter of the Mandrel = 2xThickness of the plate as rolled.

(3) High temperature tensile test for carbon steel drum plates shall be as per S7 of SA 20. Min Yield strength at 350 deg C: 19.7 kg/sq.mm.

(4) For Gr 91 - Hardness: 195 – 250 BHN, Tensile strength: Min: 630MPa, Yield Strength: Min: 450Mpa.

**6.0 NON DESTRUCTIVE TEST\_(For Plates of Thickness >10mm)**

Ultrasonic test: As per SA578. Acceptance: Level B.

**7.0 DIMENSIONAL TEST**

Tolerance on thickness of plates shall be positive only.

**8.0 REPAIRS AND FINISH**

Plates to be free of loose mill scales, edge crack & other injurious defects. Repairs by fusion welding are prohibited. Mechanical removal of defects are permitted subject to min. thickness & smooth surface.

**9.0 MARKING**

Specification, grade, Melt number, Size, Plate number, Maker's emblem/ code and Inspecting Authority's seal to be stamped on each plate. For plates over 6mm marking shall be by stencilling & steel die stamping and for 6mm and below marking shall be by stencilling & steel die stamping using low stress on each plate & bordered by white paint. In addition for SA387 each plate shall be legibly stamped with the letter N to indicate for normalised and tempered plate. Rolling direction shall be marked by paint. PO No., "BHEL - Tiruchirappalli" & weight to be painted on the product.

**10.0 INSPECTION AND CERTIFICATION:**

Products shall be inspected at works & the test certificates (in English only) countersigned by Inspecting Authority as below:

Imported: Inspecting Authority approved by IBR for country of origin. (To be concurred by BHEL)

Indigenously supplied IBR items: Boiler Inspectorate/Directorate of Boilers of respective States.


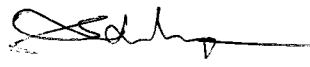
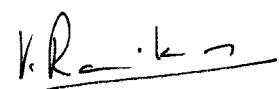
All the products shall be accompanied by IBR Form IV and manufacturers mill test certificate (in English only) supplied against every purchase order.

IBR approved well known Steel maker- Form IV countersigned by supplier along with Mill test certificate.

Others- Form IV counter signed by Inspecting Authority along with Mill test certificate.

The test certificate shall meet all the requirements contained in the purchase order, this TDC, and the applicable ASME Specification with the following details:

- a. Purchase Order No. (BHEL), TDC No., Test certificate number & Quantity.
- b. Specification and Grade with applicable year of code, Heat Number, Plate number.
- c. Steel making process, Chemistry including incidental elements - Ladle and Product analysis.
- d. Heat Treatment details of material and test coupons like temperature, soaking time, cooling medium etc.
- e. The actual ratio of reduction in thickness from a strand-cast slab to plate shall be reported in the test certificate
- f. Mechanical, NDE & other test results with reference, acceptance standards.
- g. Print of the stamp of Inspecting Officer, which is used on the plate.
- h. The manufacturer shall furnish a certificate of compliance stating that the plates have been manufactured, inspected, and tested in accordance with the requirements of the applicable product specification.

		
C.HARITHA/QA	S.SELVARAJAN/QA	V.RAVIKUMAR/QA
Prepared by	Reviewed by	Approved by

Product: Hot / Cold Rolled Coiled Flats For Fin Welded Panels To ASTM A576 & SA 387 GR 12 & GR 22  
For Boilers

Document No.: **TDC:0:303**Rev. No.: **05**Effective date: **05-03-07**

Page 1 of 2

**Revision record:**

Rev:01: Clause 5.0 to 11.0 Edited and renumbered. Requirement for packing enhanced.

Rev:02: Text re-written, Criteria for finish clarified.

Rev:03: Clause 4.0, 5.0, 7.0 &amp; 8.0 altered.

Rev:04: Cold rolled permitted. Cl. No.2.0, 4.0 modified

REV 05: Cl 1 and title of TDC modified.

**1.0 MATERIAL SPECIFICATION**

ASTM{Latest on date of Purchase Order (PO)}: SA 576 Gr.1008, 1010, 1012, 1015, 1016  
and SA 387 Gr 12 And SA 387 Gr 22.

Test certificate to indicate actual grade supplied.

Additional Requirement: As listed below (supplementary to Specification). Size grade and Qty.:  
As per PO

**2.0 PROCESS**

Flats to be in hot / cold rolled coiled form and shall be of weldable quality.

**3.0 DIMENSIONAL TOLERANCES**

Thickness : As per specification

Coil ID: 508 mm

Width : +/- 0.5 mm

Coil OD: 1800 mm (max.)

Coil weight : 2 Tonnes (max.)

**4.0 FINISH AND REPAIRS**

Flats to have a workman like finish, be free of harmful defects like cracks, laminations, scrabs etc., and surfaces to be free from scales, rust, pitting, wrinkles etc.

For hot rolled coils the edges of coils to be of machine cut (cold slit) ends in order to ensure squareness of edges & flatness of width. Edges cut by shearing or hot saw cut are not acceptable.

Flats to be without fish tails. Coils should not contain any weld seams.

Repair by fusion welding is prohibited. When Defects are rectified by mechanical means, min. thickness as per specification shall be met and the rectified areas to be smoothly dressed up.

**5.0 MARKING**

Following details to be marked on the flats at ends of coils &amp; on the packing by paint stenciling.

1. Specification and grade
2. Melt number
3. Purchase order No.
4. Maker's emblem/code
5. Coil number and Weight
6. Size (width & thickness).

**6.0 PRESERVATION AND PACKING**

It is the responsibility of the supplier to ensure that no damage occurs during transit.

Coils to be applied with a suitable rust preventive to avoid rusting during transportation & storage, which will not produce defects like porosity in welding.

Individual coils to be packed in air/water tight polythene covering of sufficient thickness and strength to withstand rigorous handling.

Further, the coils to be rigidly packed with Galvanised Iron sheets along the circumference and end caps at both ends. Coils to be wrapped with 1 inch hoop iron bands at one place along the circumference and at 8 places through the eye of the coil and supported on suitable wooden skids/ steel crates. A handling hook to be provided for lifting by crane.

Product: Hot / Cold Rolled Coiled Flats For Fin Welded Panels To ASTM A576 & SA 387 GR 12 & GR 22  
For Boilers

Document No.: **TDC:0:303**Rev. No.: **05**Effective date: **05-03-07**

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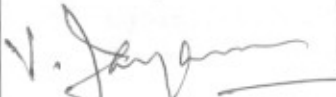



**7.0 INSPECTION AND CERTIFICATION**

Products must be inspected and tested at works and the details as below furnished in mill's test certificate legibly, in English language only:

1. Purchase Order No.(BHEL),TDC No. & Test certificate number
2. Specification and Grade with applicable year of Standard, Quantity ,Heat Number, Plate number.
3. Steel making & finishing process
4. Chemistry including incidental elements.
5. Dimension report (Width, thickness,flatness,squareness)

**8.0 END USE**

The coils are for use as fins by welding to tubes to form in fin-welded tubular panels by automatic submerged arc welding machines.

Prepared by	Reviewed by		Approved by
 V.JAYARAMAN	 U.REVISANKARAN	 K.RENGACHARI	 C.R.RAJU

## **IMPORTS ENQUIRY TERMS AND CONDITIONS**

### **1. OFFER:**

Offer in ENGLISH LANGUAGE AND IN TRIPLICATE in a SEALED COVER SUPERSCRIBING the enquiry number and the due date shall be submitted addressed to:  
THE MANAGER / PURCHASE / FB  
BHARAT HEAVY ELECTRICALS LIMITED  
HIGH PRESSURE BOILER PLANT  
THIRUCHIRAPPALLI – 620 014  
TAMIL NADU  
INDIA

Offers should be firm for net FOB Nearest Sea Port price and C&F Chennai port, indicating the shipping specifications and the earliest delivery irrespective of offers from overseas suppliers. Offers from indigenous sources shall be firm for FOR TIRUCHIRAPPALLI

### **2. DOCUMENTS:**

(1) Offers should be accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH and in TRIPLICATE, or otherwise, the offers will not be considered.

(2) In case overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning

The name and address of their selling agents, who are authorized to bid, negotiate and conclude a contract on their behalf.

### **3. AGENCY COMMISSION:**

(1) 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.

(2) If overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers.

(3) Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier.

(4) For calculation of rupee equivalent of agency commission, exchange rate as prevailing on the date of order will be taken

### **4. SPARES:**

The tenderer should quote separately for spares that are required for two years trouble free operation. The spares offer should accompany the offer of main equipment; otherwise the quotations will be overlooked.

### **5. VALIDITY:**

The offers for main equipment and spares shall be kept open for acceptance for 120 days (one hundred and twenty days) from the date of opening of the tender.

### **6. TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:**

The tenderer shall clearly mention in their offer, that test certificates and operation and maintenance manuals, etc., as called for in the technical specification, in the required number of copies will be provided at no extra cost. If any amount is payable as extra, the same shall be indicated separately in the offer

### **7. TERMS OF PAYMENT:**

In the event of an order the purchaser will arrange for an irrevocable letter of credit against presentation of documents. Under no circumstances confirmed and irrevocable letter of credit will be established by the purchaser.

### **8. GENERAL:**

(1) Preference will be given to suitable indigenous or ex-stock in ported offers, failing which imported offers from incoming consignment against the indigenous supplies "stock and license" will be accepted, if "stock and sale license" is not available with the indigenous suppliers, the same shall be indicated in their offer.

(2) Bank guarantee: the supplier in the event of an order, should furnish a bank guarantee from an approved bank at no extra cost in a Performa which will be supplied to the supplier, along with the order, for an amount equivalent to 10% of the value of the contract. The bank guarantee should remain in full force and effect during the period that would be taken for successful completion of the contract and shall continue to be enforceable till 12 months from the date of receipt of consignment at purchaser's site or 18 months from the date of last shipment at the port of delivery whichever is earlier.

### **9. LD/ PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:**

" If the supplier fails to deliver the raw materials / equipment / components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay upto a maximum of 15% of the price of the delayed / price / total advance paid" goods, in addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advance. If the delay in undelivered delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract

## INDIGENOUS ENQUIRY TERMS AND CONDITIONS

**1. QUOTATIONS:** Each tender should be sent in double cover, inner cover should be sealed with tenderer's distinctive seal and super scribed with correct tender no. Item of supply and due date of opening the outer cover should only bear the address of this office and should not have any indication that a tender is within. Two or more quotations should not be sent in one cover but the quotation against each tender should be sent separately to avoid confusion. Tender should not be addressed to any individual's name but only by designation.

b) 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 prevail.

c) Price should be nett F.O.R. dispatching station inclusive of risk in transit and remain valid for 60 days from the due date.

d) If any sales tax is payable as extra to the quoted price is should be specifically stated in quotations along with CST & TNGST no falling which the purchaser will not be liable for payment of sales tax. Our T.N.G.S.T no 3560005 DT. 01.04.1995 CST no 239383 DT, 11.06.1991

e) No revision of prices will be entertained after tenders are opened.

f) Manufacturer's name trademark or patent no if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

g) Products with I.S.I certification marks will be preferred.

h) The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or full without assigning any reason whatsoever.

**2. SAMPLES:** Wherever possible sample should be submitted separately whether specifically requested or not so as to reach the purchaser on or before the due date of the enquiry. They should be clearly marked with the enquiry no and the date on the outside cover to facilitate identification.

**3. PACKING AND MARKING:** The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

**4. TERMS OF PAYMENT:** Payment will be made within 30 days of satisfactory receipt of materials at site. Wherever required by the purchaser, the successful tenderer must send the Operation and Maintenance manuals, Test Certificates, drawings, etc., for the materials ordered. These should be sent immediately after dispatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P or by the document presented through bank will not be accepted unless agreed to by the purchaser.

The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173 c (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.

**5. SECURITY DEPOSIT:** For purchases over Rs. 5000/- the successful tenderers may be requested to furnish a Bank Guarantee, Security deposit for an appropriate value as may be determined by BHEL

### **6. LIQUIDATED DAMAGES PENALTY AND INTEREST ON ADVANCES FOR DELAY IN DELIVERY:**

If the supplier fails to deliver the raw material equipment components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the price for each week of delay up to maximum of 15% of the price of the delayed undelivered goods. In addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price total advance paid.

**7. RISK PURCHASE:** 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 clause 6 above.

**8. PREFERENTIAL DELIVERY:** It should be noted if a contract is placed on a higher tenderer as a result of this invitation to tender in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay to the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R destination, including all eliminates of freights. Sales tax, duties and other incidents, incidental in case of failure to complete suppliers in terms of such contract within the date of delivery specified in the tender and incorporated in the contract.

**9. MODVAT CREDIT:** If any Excise Duty is payable, the chapter head / Sub -head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for this input material, the effect of Preformed credit should be passed on to the purchaser. Tenderer under "MODVAT" shall be preferred.

**10. PURCHASE:** Preference will be given to CPSUS as per. Government guidelines.

**11. GENERAL:** The purchaser reserves the right to split up the tender and place order for individual terms with different tenderers and also increase or decrease the quantity.

Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.

<b>List of Consortium Bank</b>		
	<b>Nationalised Bank</b>	<b>Nationalised Bank</b>
1	Allahabad bank	19 Vijaya Bank
2	Andhra bank	<b>Public Sector Banks</b>
3	Bank of Baroda	20 IDBI
4	Canara Bank	<b>Foreign bank</b>
5	Corporation bank	21 CITI Bank N.A
6	Central bank	22 Deutsche Bank AG
7	Indian Bank	23 The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24 Standard Chartered Bank
9	Oriental bank of Commerce	25 The Royal Bank of Scotland N.V.
10	Punjab National Bank	26 J P Morgan
11	Punjab & Sindh Bank	<b>Private bank</b>
12	State Bank of India	27 Axis Bank
13	State Bank of Hyderabad	28 The Federal Bank Limited
14	Syndicate Bank	29 HDFC
15	State Bank of Travancore	30 Kotak Mahindra Bank
16	UCO Bank	31 ICICI
17	Union Bank of India	32 Indusind Bank
18	United Bank of India	33 Yes Bank

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF WARRANTY PERIOD)

### PERFORMANCE BANK GUARANTEE

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called 'the Company') having entered into a contract with .....hereinafter called ' the said contractor ' which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the contract No..... Dt ..... Between BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. .... for the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract, We .....(indicate the name of the bank) (herein after referred to as the bank) at the request of ..... (Contractor(s) ) do here by undertake to pay the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We .....(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We.....( indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till\_\_\_\_\_Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

6. We .....(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11. We .....(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto setout  
Bank Seal the \_\_\_\_\_ day \_\_\_\_\_ month 200

BANK E-MAIL ID:  
BANK PHONE NO.  
BANK FAX NO: