



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE

**Supply of corrosion resistance steel to
spec A588 Gr A / JIS G3125**

Phone: +91 431 2574247/ 4203

Fax : +91 431 252 0719

Email : kjoe@bheltry.co.in

Reference Number Enquiry

1001600028

Enquiry Date:

30.06.2016

Due date for submission of quotation

21.07.2016

You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Tenders are invited by the MM / Steel for 389.15 MT of Corrosion resistant low alloy Steel sheets and plates to the Specn ASTM A588 Gr A / JIS G3125

BHEL commercial terms & conditions and all annexure can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "1001600028 "

Yours faithfully,
For **Bharat Heavy Electricals Limited**

DGM/ MM / Steel
Ph: 0431- 2574247/ 4203, Fax: 0431- 2520719
Email: kjoe@bheltry.co.in

Item Details

Sr No	Item Description	Quantity (MT)
1.	Sh 1.6 X1250 X 4500 mm to Spec ASTM A588 Gr A / JIS G3125	10.598
2.	Sh 2.5 X1250 X 4500 mm to Spec ASTM A588 Gr A / JIS G3125	187.664
3.	Sh 3.15 X1250 X 4500 mm to Spec ASTM A588 Gr A / JIS G3125	180.820
4.	Sh 6 X1250 X 4500 mm to Spec ASTM A588 Gr A / JIS G3125	10.068

GENERAL TERMS AND CONDITIONS - INDIGENOUS

1. QUOTATIONS:

- a. 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.
- b. If any sales tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & TIN numbers falling which the purchaser will not be liable for payment of sales tax. Our TIN number: 332433560005 dt. 01/01/2007, CST Number: 239383 dt, 11.06.1991
- c. No revision of prices will be entertained after tenders are opened.
- d. Manufacturer's name trademark or patent number if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- e. Products with I.S.I certification marks will be preferred.

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 number 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 after 45 days on acceptance of materials. 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 along with 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.

5. 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.

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 total order value for each week of delay up to maximum of 10% of the total order value.

7. 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 dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above.

8. 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 Proforma credit should be passed on to the purchaser. Tenderer under "MODVAT" shall be preferred.

9. GENERAL:

The purchaser reserves the right to split up the tender and place order for individual items 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.

TERMS AND CONDITIONS (Import)

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:

DGM/ PURCHASE / MM / STEEL
3rd FLOOR, 24 BLDG,
BHEL- TRICHY,
INDIA, PIN: 620014
Tel: 0431-2574203/ 4204 / 4247

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

2. DOCUMENTS:

- a) 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.
- b) In case overseas supplier's route their offer through their accredited selling agents, a letter of authority should be furnished mentioning name and address of their selling agents, who are authorized to bid, negotiate and conclude a contract on their behalf.

3. AGENCY COMMISSION:

- a) Irrespective of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract.
- b) If overseas principal has any tie-up with any third party in respect of agency commission it should be declared while submitting offers.
- c) Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer, if not made available earlier.
- d) 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 45 days (Forty five 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:

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.

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 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, 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"

BHEL recently received guidelines from Govt. Of India and Central Vigilance Commission and we have been asked to comply with the guidelines with regard to dealings with Indian Agent/Foreign Agent of Foreign Suppliers.

1. Mandatory submission of an Agency Agreement

- 1.1 It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- 1.2 The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- 1.3 In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- 1.4 Agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent.
- 1.5 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Foreign Principal.

2. Disclosure of particulars of agents / representatives in India

2.1 Tenderers of Foreign nationality shall furnish the following details:

2.1.1 The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Tenderer that the commission / remuneration, if any, payable to his agents / representatives in India, paid in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details:

2.2.1 The Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price(s), paid in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 Failure to furnish correct and detailed information as called for in paragraph 2.1 & 2.2 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

Please furnish the above information immediately