

**NOTICE INVITING TENDER**  
**ANNEXURE-A TO OPEN TENDER**

Sealed Tenders are invited from prospective suppliers / manufacturers for supply of ELECTRO FORGED FLOOR GRILLS as per Scope, Size, Specification, Standards and Quantities as listed

**LAST DATE FOR SUBMISSION OF BID: 25.05.2015 BEFORE 14:00 HRS IST**

**BID OPENING DATE: 25.05.2015 AT 14:30 HRS IST**

SCOPE : SUPPLY OF ELECTRO FORGED FLOOR GRILLS as per Scope, Size, Specification, Standards and Quantities as listed below

Type	ELECTRO FORGED		Drawing	TDC	Enq.sl.no	DESTINATION Site/Project	SIZE	QTY in Number	Drawing Wt/One Number	Weight /Destination in KG
	Sl.no	SIZE								
32 MM	1	32x995x6000 MM	6172-0208	TDC:RTE:204 Rev:01 dt:30.12.2014	1.0	NORTH	32x995x6000 MM	2217.0	276.639	701401.98
	2	32X485X6000 MM				KARANPURA	32X485X6000 MM	651.0	135.32	
	3	32X305X6000 MM	1-57-466-00173/02		2.0	BHEL/STORES/R ANIPET	32x995x1200 MM	1500.0	56.58	84870.00
	4	32X995X1200 MM			3.0	NTPC DARLIPALLI	32x995x6000 MM	1013.0	276.639	315283.19
25 MM	5	25 x995x6000 MM	6172-0207		4.0	NTPC SINGRAULI	32x995x6000 MM	259.0	135.32	80344.00
	6	25 X485X6000 MM					32X485X6000 MM	273.0	276.639	
	7	25 X305X6000 MM			32X305X6000 MM	54.0	89.288			
					5.0	Bhadradri- Manuguru	25x995x6000 MM	976.0	213.471	221138.38
				6.0	Ennore	25X485X6000 MM	120.0	106.589	131495.79	
			25x995x6000 MM			608.0	213.471			
				7.0	Kothagudem	25x995x6000 MM	489.0	213.471	125705.12	
			25X485X6000 MM			200.0	106.589			
				8.0	Wanakbori	25x995x6000 MM	484.0	213.471	137961.39	
			25X485X6000 MM			325.0	106.589			
<b>Total (Firm requirement Qty)</b>								<b>9185.0</b>		<b>1798199.85</b>

Tender will be finalised on "Enq.sl wise Landed Cost " to BHEL at Destination. To keep all vendors in equal platform offers will be loaded with BHEL, Freight and Insurance ,Customs Duty (if applicable) to arrive ranking.

For Delivery Requirement please refer Annexure-A1

<b>Note:</b>	
1. Vendor's shall quote in Rate/KG. Indigenous vendor shall quote on FOR Destination basis i.e the Rate/KG quoted shall include Freight and Insurance also.	
2. Foreign Vendors shall quote on a) FOB of their choice Sea Port b) CFR Chennai c) DDU-Delivered Duty Unpaid i.e (Supply to FOR Destination Site (With customs clearance in BHEL Account))	
3. All vendors shall furnish their best price in the sealed cover itself. Sealed Cover Bids alone will be opened on designated date.	
4. The Electro Forged Floor Grills shall be strictly as per the weights indicated annexure-A, Negative tolerance on weight of Gratings is not applicable. Any lot of Electro Forged Floor Grills with negative tolerance in weight shall be summarily rejected .	
5. Vendor shall quote for the all sizes for a particular destination. For BHEL delivery requirement please refer Annexure-A1. L1 shall be arrived on landed cost per Destination and separate PO's will be issued per destination.	
6. Bidders who are not BHEL-Ranipet approved vendor for Electro Forged Floor Grills shall get a maximum of 60% of Lot for which they are L1. Balance 40% will be counter offered to the next higher bidder in the order of ranking (excluding H1)	
7. BHEL reserves the right not to order or split the order for any destination.	
8. Pointwise specific confirmation to BHEL TDC to be given in the Techno-Commercial Bid without fail; otherwise offer will not be considered.	
9. In case of supplies from any new foreign suppliers, who are not in BHEL Product Material Directory, material inspection shall be carried out by Third Party Inspection Agency like Lloyds or SGS or BVQI prior to shipment at Supplier's work and total inspection charges shall be borne by the supplier only. (Quoted price shall be inclusive of TP inspection charges)	
10. In case of offer with equivalent material grade, then copy of the entire specification of that equivalent grade shall be sent along with the techno-commercial bid without fail.	
11. In case of late offer, the same will be returned to the supplier without opening	
12. Duly-filled in & signed Integrity Pact to be submitted by Supplier along with the Techno-Commercial bid without fail. It may be noted that submission of signed BHEL standard format of Integrity Pact (without any deviation) is a prerequisite condition for evaluation of bids. Bids without Integrity Pact will be summarily rejected.	
13. Ordering will be subject to acceptance of the suppliers credentials by BHEL -Customer. Vendors having poor performance in earlier orders may not be considered for ordering.	
	<b>Manager / Purchase</b>

<b>Annexure- A1</b>							
<b>For Delivery Requirement</b>							
				<b>60 DAYS from PO</b>	<b>90 DAYS from PO</b>	<b>120 DAYS from PO</b>	<b>Total Qty</b>
<b>SI No</b>	<b>Project</b>	<b>Size</b>	<b>Qty (NO)</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>
1.0	NORTH KARANPURA	32x995x6000 MM	<b>2217.0</b>		739.00	1478.00	2217.00
2.0		32X485X6000 MM	<b>651.0</b>		217.00	434.00	651.00
3.0	BHEL/STORES/RA NIPET	32x995x1200 MM	<b>1500.0</b>	1500.00			1500.00
4.0	NTPC DARLIPALLI	32x995x6000 MM	<b>1013.0</b>		739.00	274.00	1013.00
5.0		32X485X6000 MM	<b>259.0</b>		42.00	217.00	259.00
6.0	NTPC SINGRAULI	32x995x6000 MM	<b>275.0</b>	275.00			275.00
7.0		32X305X6000 MM	<b>54.0</b>	54.00			54.00
8.0	Bhadradri- manuguru	25x995x6000 MM	<b>976.0</b>		<b>732.00</b>	<b>244.00</b>	<b>976.00</b>
9.0		25X485X6000 MM	<b>120.0</b>		120		120
10.0	Ennore	25x995x6000 MM	<b>608.0</b>			608	608
11.0		25X485X6000 MM	<b>16.0</b>			16	16
12.0	Kothagudem	25x995x6000 MM	<b>489.0</b>		489		489
13.0		25X485X6000 MM	<b>200.0</b>		200		200
14.0	Wanakbori	25x995x6000 MM	<b>484.0</b>		484		484
15.0		25X485X6000 MM	<b>325.0</b>		325		325



**ANNEXURE- B to OPEN TENDER**  
**FOR SUPPLY OF ELECTRO FORGED FLOOR GRILLS**

**Enq:4250124E DT:29.04.2015**  
**STANDARD TERMS & CONDITIONS**  
**(FOR GUIDANCE TO THE SUPPLIERS)**

**A] Submission of Offer**

Sealed tenders super-scribed with Tender Number, Due Date, Item Name & Supplier's Name and Validity of the Offer shall be addressed to Sr.Manager / Purchase, Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamilnadu, INDIA, so as to reach him on or before the date and time specified in the tender. It shall contain two sealed covers in one envelope.

**Sealed envelope super-scribed, with Tender Number, Item Name, Tender Due Date & Supplier's Name, Validity of the offer/s containing:**

**Cover I: Techno-Commercial and Unpriced Bid**

**Sealed Cover super-scribed "Cover I – Techno-Commercial and Unpriced Bid" containing:**

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price),
- c) **Filled-in BHEL's Standard Terms & Conditions** as per Annexure C- enclosed with the Tender Document,
- d) **All relevant enclosures** of above documents / formats, if any.
- e) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any
- f) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- g) **Bidders who are not registered with BHEL Ranipet** are requested 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 (D&B / Creditreform Rating) for import vendors, the facilities available – starting material to finished product, manufacturing quality plan, inspection & test plan to meet the TDC requirements) along with the technical bid. Clientele list with their full address including detail of contact person with phone no, fax no, & email ID to whom the same/similar items are supplied in the past two years. The date of supply may also be indicated against each client along with the unpriced PO copies and proof of supply along with the offer for all the tendered specifications. Technical acceptance of offer by BHEL, shall be based on the evaluation of offer and the submitted documents. BHEL reserves the right to visit factory & verify the capacity and availability of the facilities.
- h) **Authorization Letter:** Such of those tenderers who wish to participate in the Tender Opening, should attach an authorization letter which shall be duly signed and stamped in original, identifying the representative to be deputed for tender opening.

**Note**

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification, such offers would not be considered for evaluation and would be rejected. Where equivalent specifications and sections are offered considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure



equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

(iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers. Offer from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33024364741, CST No. 1141686/01.07.2014, BHEL ECC No. AAACB4146PXM008.

(iv) The un-priced bid is to be used to indicate relevant commercial implications without indicating price.

(v) Commercial terms are to be indicated clearly in the offer.

(vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

(vii) Money values shall not be indicated anywhere in the un-priced bid.

(viii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days

(ix) It is advised that all the pages and annexure to the Techno-Commercial bid should be serially numbered, including indicating the total number of pages.

(x) **Offers by FAX / E-mail:** Offer/s shall be sent duly placed in sealed envelopes, as specified in the tender.

(a) In exceptional circumstances, offers sent by e-mail would be accepted, subject to the condition that such offers are mailed to the following ID only: rptpurespm@bhelrpt.co.in and are complete with reference to the tender requirements. Under no circumstances, offers shall be sent to the individual mail id of the dealing personnel. If mail offers are sent to individual mail id of the dealing personnel such mail offer/s run the risk of being ignored in the tender. The mail offer/s shall be sent well in time, so as to drop into the mail box of the specified mail id on or before the bid closing time specified in the tender terms and conditions. Any mail received after the bid submission time would be treated as late offer and would not be opened.

Tenderers are cautioned that emails of size 5MB or more will be rejected by our mail server.

Mail offers shall be followed-up with detailed offer sent by post / courier. BHEL will not be responsible for any connectivity issues and / or troubles with mail servers / service provider. It is the sole responsibility of the supplier to ensure that the bids are entering the mail box by the stipulated time. In view of above suppliers are strongly advised not to email their offer; but to send offer them in sealed cover only to reach us well before the bid submission time.

Please note that the above specified mail id is a dedicated one for receiving e-mail offers and therefore shall be used for sending offers only. This mail id shall not be used for any general / day-to-day communication. Routine e-mail correspondence related to the procurement shall be made directly with the dealing personnel through their official e-mail id only.

(b) Offers if sent by fax, shall be sent to FAX No: ++91 4172 241131 complete with reference to the tender requirements, so as to be received at our machine on or before the bid closing time specified in the tender terms and conditions.

**Sealed envelope super-scribed Cover - II (Price bid), with Tender Number, Item Name, Tender Due Date & Name of the Supplier and Validity, containing:**

**Sealed Cover super scribed "Cover II –Price Bid" containing:**

**Price Bid** in conformance with the commercial terms as per Cover- I.

a.)The Prices shall be indicated in both figures and words, clearly specifying the currency used. Differential foreign currencies may not be used in a given offer.



b.) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

c.) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

d.) if there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (b) and (c) above.

e.) if there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser the bid is liable to be ignored.

**Note**

(i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).

(ii) No Price Variation Clause will be entertained and No advance payment will be made by BHEL.

(iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Cover I) shall hold good and the commercial term quoted in the Price Bid (Cover II) shall not be considered.

(iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.

(v) The quotation should be valid at least for a period of 90 days from the price bid opening date.

(vi) Offers should be submitted in two sets, one original and one copy.

(vii) The offers should invariably contain Signature (ink-signed) & Office Stamp of the Supplier. Any corrections / erasures in the offers should be initialled and stamped.

(viii) Indian bidders should submit the prices in Indian Rupees only.

(ix) Foreign bidders may submit their bid in foreign currency. The currency should be clearly indicated in the un-priced commercial bid as well as in the price bid.

(x) Indian Suppliers shall quote for each Enquiry.sl.no on FOR Destination basis only. Destination is as indicated in Annexure-A. Foreign Suppliers shall quote for each enquiry.sl.no separately on FOB Delivery. Delivery shall be on FOB Sea-Port basis and with the add-on freight charges to the FOB Price, to arrive at the C&F price/s. No other delivery terms shall be acceptable. The Port of delivery shall be a popular and commonly used international sea port. Freight charges for carriage from port of dispatch to Chennai Sea shall be separately indicated in the price bid. (C&F Charges). All home port charges like Quay Dues, Bill of Lading issue charges, ISPS, Loading permit charges, Handling Charges and all and any other charges shall be borne by the Seller only. In case the order/s are released on FOB basis, ocean transit would be arranged by the freight forwarder nominated by BHEL, details of whom would be included in the Purchase Contract. In the event that the order is released on C&F basis, shipment shall be arranged by the Seller. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.



(xi) Where the cargo is containerized, Container stuffing charges would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier. In case of FOB contract/s, containers would be arranged by the freight forwarder of BHEL.

(xii) Port to Port carriage would be arranged through shipping agent nominated by Government of India / BHEL in the case of Sea Shipments

(xiii) List of shipping agents would be a part of the Purchase Contract.

## **B] Opening of Offers**

**a) Tenders shall be received up to 1400 Hours on 25.05.2015 and be opened on the same day at 1430 Hours. Tenders received after 1400 Hours would not be opened. The times indicated are Indian Standard Time (IST). Tenders received after 14:00 Hrs would be designated as "Late Offer" and would be returned back to the Bidder unopened.**

b) Supplier shall submit two covers (Cover-I techno-commercial bid & Cover-II price bid) in one envelope only. If one cover containing all the bids techno-commercial bid & price bid together, the **bid is liable for rejection**. The decision to accept such bids shall be the sole discretion of BHEL, which may be done by BHEL after segregating the bids so received.

c) Such of those Tenderers who wish so, may participate in the Tender Opening by deputing their representatives. The representatives would be allowed to participate in the Tender opening only on submission of a signed and stamped authorization letter issued by the Supplier. Representatives without the Authorization Letter would not be allowed to participate in the Tender Opening. Representatives who turn up after the Tender opening time / start of the Tender opening would not be allowed to participate. After tender opening the details would not be given to such suppliers who choose to be absent at the time of Tender opening.

d) Details such as the Technical Specification, Delivery Terms, and Delivery Period and the Price details in the event of the sealed price bid opening, alone would be read out by the Tender Opening Officer. No other data will be read out.

e) In exceptional cases, at the discretion of BHEL, in the event of the named representative (named in the Tender Document) is unable to come due to unavoidable circumstances, then an alternative representative would be allowed, where the alternative representative should carry a revised original authorization certificate. Suppliers are advised to avoid such situations to avoid embarrassments on both sides and

f) If so required, BHEL reserves the right to open the Price-Bids, '*in-camera*'. Intimation to this effect would be given to the Supplier by BHEL, before the opening of the Price-Bids.

g) Price Bid opening will be done through conventional sealed bid mode only.

## **Note**

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

(iii) Specifications are the basic essence of the "Item". and all deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point, and

(iv) BHEL reserves the right to increase or decrease the tendered quantity and would order on more than one vendor at the lowest acceptable price to BHEL.

(iv) a) Incase vendors not registered with BHEL-Ranipet for the product Electro Forged Floor Grills have become L1 , ordering on more than one source shall be resorted to and quantity split shall be operated



, the quantity split will be in the ratio of 60:40. In case of split, 60% quantity will be ordered on the original lowest bidder (L1) and balance 40% on the next higher bidder excluding H1, who accepts the L1 price. However, final decision to split the order rest with BHEL only. In the event that the other than L1 suppliers do not accept the L1 price, then the balance 40% will be reverted to the original L1 and the original L1 shall be bound to accept the balance 40% of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening.

iv) b) Incase vendor's registered with BHEL Ranipet for the product Electro Forged Floor Grills have become L1, No split will be operated.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.

**C] Evaluation of Offers**

a) Evaluation will be made on project wise. I,e for Example North karanpura full quantity will be used as basis for comparison , on Lot basis.

b) The price is proposed to be got on Per KG (Kilogram) basis FOR Destination.

The price bids including the negative impact price of the technically acceptable offers alone, contained in Cover II shall be opened.

b) All bidders shall submit their offers by filling-in the format of the BHEL tender documents. Offers received in any other format are liable to be rejected. Offers are asked in BHEL's format for purpose of standardisation - to help in the offer evaluation.

c) Offer with any pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation the offer, such conditions would be removed and only the base offer would be considered for evaluation and comparison.

d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer. The revised offer shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted shall not be changed on account of the technical discussions.

e) For evaluating the overseas offers only the FOB price quoted will be taken into account. The cost to BHEL will be arrived at by loading the freight rate of BHEL, insurance charges, inland transportation charges to destination as per Annexure-A, LC charges etc., The freighting arrangement if by BHEL through the Ministry of Shipping. The indicative freight rates :

Load Ports	Rate in USD/Container Load		Break Bulk cargo USD / Metric Ton
	20' FCL-GP	40' FCL-GP	
Antwerp / Hamburg / Rotterdam	975.0	1525.0	153.0
Genoa / Bilbao / Gotherburg	1275.0	2025.0	188.0
Shanghai	850.0	1500.0	
Busan	850.0	1600.0	
Kobe / Osaka / Yokohama / Dalian	900.0	1700.0	

f) Where ever the dispatching place and destination place are in the same state VAT will be applicable and the VAT credit as applicable will be considered for loading of offers to arrive ranking.



- g) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- h) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.
- i) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.
- j) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial/Unpriced bids. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. This exchange rate will be followed till placement of order. Tenderers may please note that even if an impact price is taken as in (d) for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- k) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.

#### **D] Execution of the Order**

- a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s but this does not absolve the Supplier from giving the specifications as agreed upon.
- b) In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. BHEL requires clear 10 days notice to arrange for inspection. The Inspection date/s given by the Supplier shall be on firm basis. In case of supplies from any new foreign suppliers, who are not in BHEL Product Material Directory, material inspection shall be carried out by Third Party Inspection Agency like Lloyds or SGS or BVQI prior to shipment at Supplier's work and total inspection charges shall be borne by the supplier only. (Quoted price shall be inclusive of TP inspection charges). For local Suppliers the Notice period of Inspection shall be 10 working days.
- c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date.
- d) The final inspection for acceptance will, however, be carried out at BHEL's works at Ranipet.

#### **e) The contract delivery date is the date of receipt at BHEL Stores/Destination indicated for suppliers in India and the date of dispatch clearance given by BHEL for overseas suppliers.**

- f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account where ever inspection arranged by BHEL, but other Inspection Charges, if any shall be to the account of the Seller only.
- g) The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards and as per BHEL TDC.
- h) Foreign suppliers shall dispatch on FOB or C&F agreed Sea-Port basis or DDU- Delivered Duty Unpaid FOR –Destination (BHEL stores/BHEL Site ) basis according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL stores/BHEL Site basis only (as specified in PO). Unloading the materials at BHEL Stores/Site would be to the account of BHEL only.



i) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores/Site, including customs clearances at Indian Ports in the case of foreign suppliers.

j) Materials shall be dispatched only after getting the dispatch clearance of BHEL (Dispatch clearance would either be faxed / e-mailed as a scanned document / couriered.) and

k) Terms of payment:

i) Indigenous Suppliers: 100% payment will be made directly thru' EFT in 90 days for Non MSE vendors and 45 days for MSE vendors (MSE vendors shall furnish a valid Notarised MSE certificate and CA certificate ) from the date of receipt and acceptance of materials at BHEL Stores, Ranipet / after receipt of materials at site against site ack LR. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.**

ii) Foreign Suppliers "100% thru' irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers . 100% value (less Agency Commission, if any ) valid upto the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. **BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.**

m) Any incidence of tax like Income tax, Service Tax and with holding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given.

n) The Guarantee period shall start from the "Date of receipt and acceptance of the materials at BHEL Stores/Site."

#### **E] Liquidated Damages Clause:**

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of **10% for undelivered portion**. The contract delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India and the date of dispatch clearance given by BHEL for overseas suppliers. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL's contract requirements, In the event that a **Supplier does not accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.**

#### **F) Miscellaneous**

##### **i) Role of Agents:**

BHEL will deal directly with indigenous manufacturers.

BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.

BHEL will not enter into any correspondence with an Indian Agent.



The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like.

In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:

It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender.

An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form a part of the techno-commercial offer.

If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender inquiry. BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the tenderer.

BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL.

Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM.

Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.

In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk.

BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

#### **In the event of the foreign principal engaging an Indian Agent:**

a) **The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid.**

b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The FOB price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and

d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

#### **ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).**

a) Unconfirmed irrevocable Letter of Credit at Sight only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. Also L.C will be opened in Lots in line with the staggered delivery.

b) All Bank charges out side India are to the Supplier's account and within India to BHEL's account.

c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

#### **iii) Other terms & conditions for letter of credit: - Documents for negotiation**

a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)



- b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.
- c) One set of Original and two sets of Non-negotiable copies of 'signed', 'unmarked', 'clean on board' Ocean Bill of Lading, showing Shipper as "Government of India" Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.
- d) Packing list in 4 copies in English, indicating Size wise Number of bundles / pieces shipped and weight.
- e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.
- f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:
- 1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, No. 165, Thambu-Chetty Street, Chennai – 600 001. India. (Phone: +91-44-25341249, 25341240 / Fax - +91-44-25340787; e-mail: raja@rodchn.bhel.co.in)
  - 2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
  - 3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
  - 4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority
  - 5) The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and
  - 6) Copy of Dispatch Clearance / Instruction issued by BHEL.

**iv) Documents to be sent directly to the Purchaser prior to shipment**

- a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.
- b) Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 12 months from the date of acceptance of the materials at BHEL stores or 18 months from the date of dispatch whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) which will be raised by BHEL.
- c) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and
- d) Any other documentation as specified in the Purchase Order.

**v) Conditions for transportation:**

- a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date.
- b) Transshipment is to be avoided.



- c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.
- d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.
- e) The transport document must contain all the conditions of carriage on the original document.
- f) The transport document must not indicate the place of destination as being different from the port of discharge.
- g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
- h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.
- i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.
- j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.
- k) Material shall be dispatched through the agency nominated by BHEL.
- l) Indian suppliers shall dispatch the materials on freight prepaid and on door-delivery basis (FOR Destination – Destination: BHEL Stores) and
- m) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

**G) Reverse auction (RA) / on-line bidding on internet: - Not applicable.**

#### **H) Force Majeure**

If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

#### **I) Cancellation of Order:**

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL



will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies."

#### **J] Contract Execution Bank Guarantee:**

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be for a value of 2% of the Purchase order.** **Suppliers who are all already registered with BHEL-Ranipet would be exempted from submission of CEBG.**

#### **K] Quantity Split: (Not Applicable)**

BHEL reserves the right to split the tendered quantity as per Cl B iv) above in the ratio X:Y (X % for the original L1 and Y % for the next higher bidder who accepts to supply the goods and quantity at the same rates, commercial terms and conditions as that of the L1)

The quantity split is considered on the grounds of:

- (1) Higher quantity
- (2) Higher tender value
- (3) Capacity limitation of the suppliers.
- (4) Delivery requirement of BHEL
- (5) One or a combination of above or all of the above.

In no case the highest quoted bidder (H1) would be given the opportunity of the quantity split. Similarly, if there are only two bidders, quantity split will not be generally considered. However in exceptional circumstances, BHEL may still resort to quantity split between the two bidders, to meet their requirements.

It is understood that Bidders participating in this tender have agreed to this condition.

Mere stipulation of the quantity split condition in the tender does not guarantee that BHEL will split the order. BHEL reserves the right to place orders on respective L1 only without resorting to the quantity split, even if the quantity split provision is made available in the tender.

The quantity split ratio is only indicative and BHEL has the right to modify the same depending on the quantities requirement of their customer projects. Such modifications would be within the range of  $\pm 10\%$  of the indicated split ratio.



The L1 prices and their agreed commercial terms and conditions would be counter-offered to the next higher bidders in the order of their ranking and the quantity split would be given to the bidders who accept it in –toto on the basis of their ranking in the price bid.

If none of the other bidders accept the counter-offer viz the Price, Quantity, commercial terms and conditions, then the entire quantity of the tender would be ordered with the original L1 only without any further recourse by BHEL.

The decision that the quantity split would not be operated would generally be intimated to the technically successful bidders before the price bid opening. However in exceptional circumstances, BHEL may resort to ordering only on the respective L1, without the quantity split, even after the price bid is opened. The decision of BHEL in this would be final and would be binding on all the bidders.

**Note:**In the event of non-operation of Quantity split , Suppliers are expected to pass on the volume / quantity discounts, as applicable to BHEL.

**Counter offer:** Will be made matching the lowest landed cost to BHEL (L1)

#### **L] Others**

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is Sr. Manager / Purchase (ESP) e-mail: [tvgopal@bhelrpt.co.in](mailto:tvgopal@bhelrpt.co.in) (or) Engineer/Purchase :e-mail :[srikanthch@bhelrpt.co.in](mailto:srikanthch@bhelrpt.co.in)

b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening. Such changes, if any, would be communicated in writing and / or hosted in the web-page.

#### **c) Suspension of Business dealings with Suppliers:**

(i) Before submitting offer, prospective bidders are advised to visit our web-site [www.bhel.com](http://www.bhel.com) / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

#### **ii) Treatment of Banned / Under performing Vendors:**

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

d) **Applicability of Integrity Pact:-** Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 10 Crores. Submission of duly-filled & signed BHEL standard format of Integrity Pact (without any deviation) by Suppliers along with the un-priced (Techno-Commercial) bid is pre-requisite condition for evaluation of the offer. Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any



one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.

e) The laws governing this transaction shall be the laws in India.

f) Wherever not specified, Inco terms 2010 shall be used to interpret the Commercial terms and conditions and

g) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the "Rule of Arbitration" of the Indian Council of Arbitration.

*The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.*

#### MSME STATUS (APPLICABLE ONLY FOR INDIAN SOURCES)

As per the Public Procurement Policy notified by the Central Government, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender value subject to condition that such Enterprises bring down their price

to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe

Entrepreneurs shall be met from other MSE Enterprises/s. Such of those Suppliers who are already registered with BHEL, Ranipet as an MSE and whose knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1



**IN THE LETTER HEAD OF THE C.A. FIRM**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s .....having its registered office at .....is registered under MSMED Act 2006 and categorized under .....unit vide their Registration Number.....(copy enclosed)

Further certified that the investment of company in Plant & Machinery as on 31<sup>st</sup> March ..... is Rs.....Lacs i.e. below Rs.25 Lacs / 5 Crores as permissible for Micro / Small unit respectively under MSMED ACT 2006. Hence the company is under category of Micro/Small(strike off whichever is not applicable) unit for the financial year .....

It is further certified that cumulative investment in Plant & Machinery during ..... ( 01/04/..... - till date ) is below the permissible limit of Rs.25 lacs / 5 Crores for Micro / Small unit respectively and Company is under the category of .....unit as on date i.e. 31/03/.....

The Directors of the company have been instructed to intimate their clients in case of change of investments in Plant & Machinery, if any, in future with proper supporting documents.

This Certificate is **VALID FOR ONE YEAR ONLY** from the date of issue subject to the above referred instruction with reference to **“Change of Investments”**

for .....  
Chartered Accountants

Name:  
Membership Number:  
Full address  
Place:  
Date:

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 3 MONTHS FROM THE DATE OF COMPLETION OF SUPPLIES)*

**CONTRACT EXECUTION 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 Boiler Auxiliaries Plant located at Ranipet – 632 406, (hereinafter called 'the Company') having entered into a contract with M/s.....  
..... 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, Ranipet and as per the Contract, the Contractor / Supplier is to furnish a Contract Execution Bank Guarantee for Rs.....in words.....  
.....for the due performance of the contract and for the fulfillment of all the terms and conditions of the contract.

Sign and seal of issuing bank  
Please affix Non Judicial Stamp  
here, as per Stamp Act

Bank Guarantee No.....Date.....Banker Name.....  
Bank Guarantee Value Rs.....

1. We.....  
.....  
.....(Bank's name, Branch, Place – address to be mentioned [herein after referred to as the Bank) at the request of.....  
.....(Contractor(s)] do hereby undertake to pay the company an amount not exceeding Rs.....in words  
.....  
.....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.....  
.....  
.....(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.....in words.....

Sign and seal of issuing bank

Bank Guarantee No.....Date.....Banker Name.....  
Bank Guarantee Value Rs.....

3. We undertake to pay conditionally 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.....(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 Purchase Department 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 .....(date) (After 3 months from the date of completion of supplies) 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.

Sign and seal of issuing bank

Bank Guarantee No.....Date.....Banker Name.....  
Bank Guarantee Value Rs.....

6. We.....(name of the 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. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor, but shall in all respects and for all purpose be binding and operative until all payments of all moneys due or that may hereafter become due to the said company or settled irrespective of any liability or obligation of the Contractor under the said Contract.

9. 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 from the Contractor shall, at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Ranipet, Tamilnadu Jurisdiction.

11. The Bank declares that it has powers to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the power granted to him by the proper authorities of the Bank.

12. We .....(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.....  
(name of Bank) have hereunto setout Bank Seal the.....  
day of.....month 2015.

Sign and seal of issuing bank.

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_  
\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

### **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

### **Section 9 – Pact Duration**

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

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

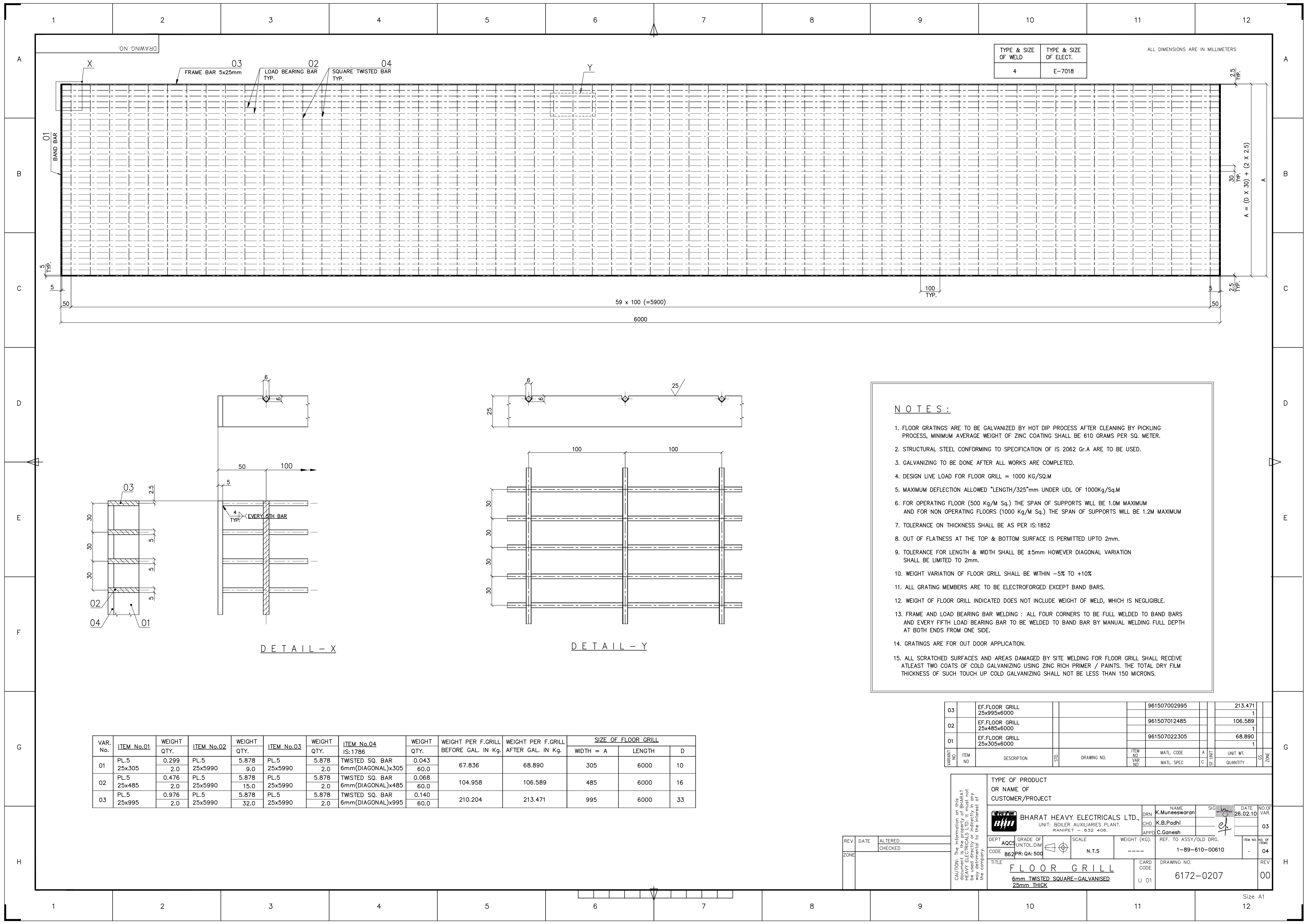
Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

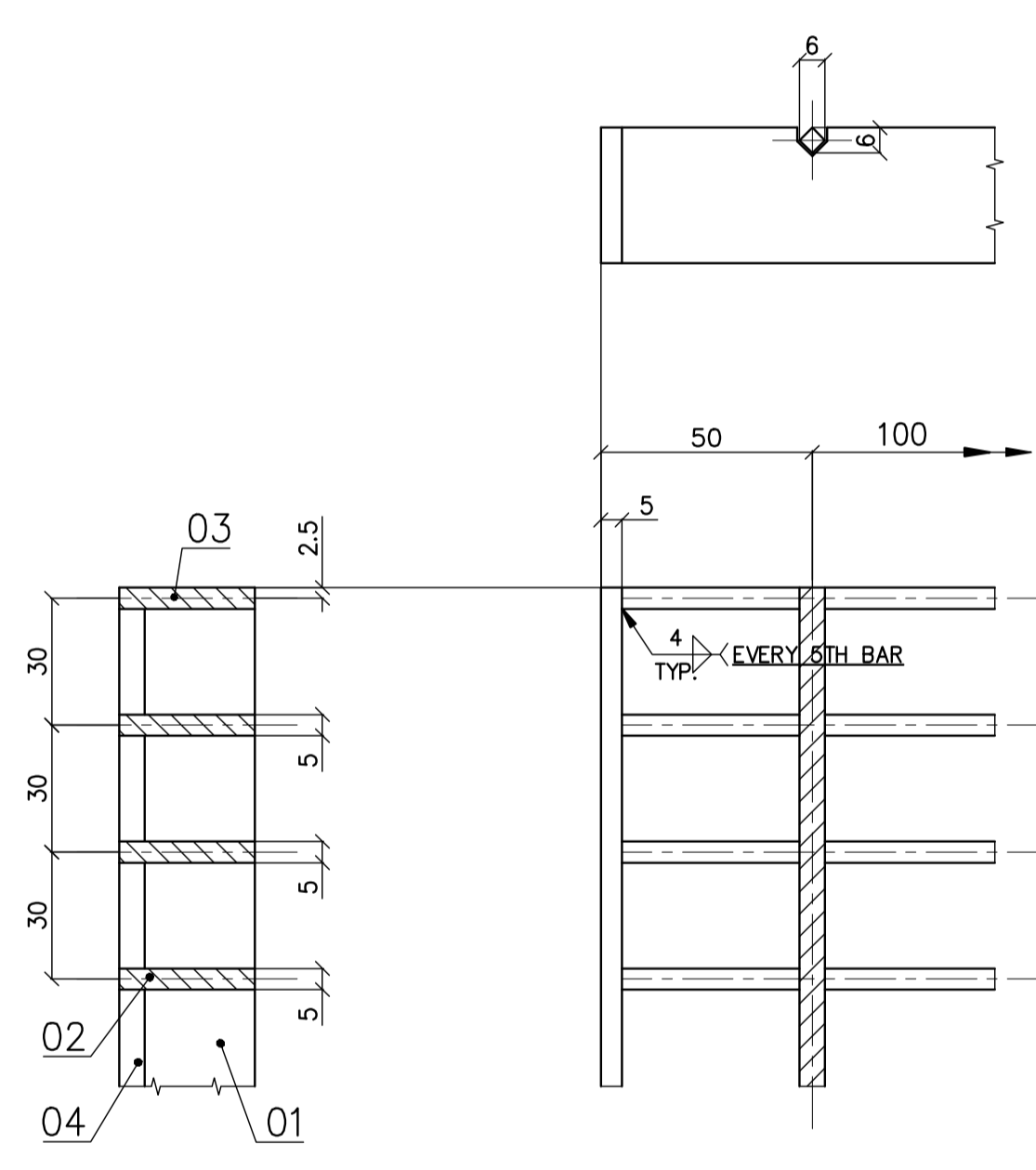


TYPE & SIZE OF WELD	TYPE & SIZE OF ELECT.
4	E-7018

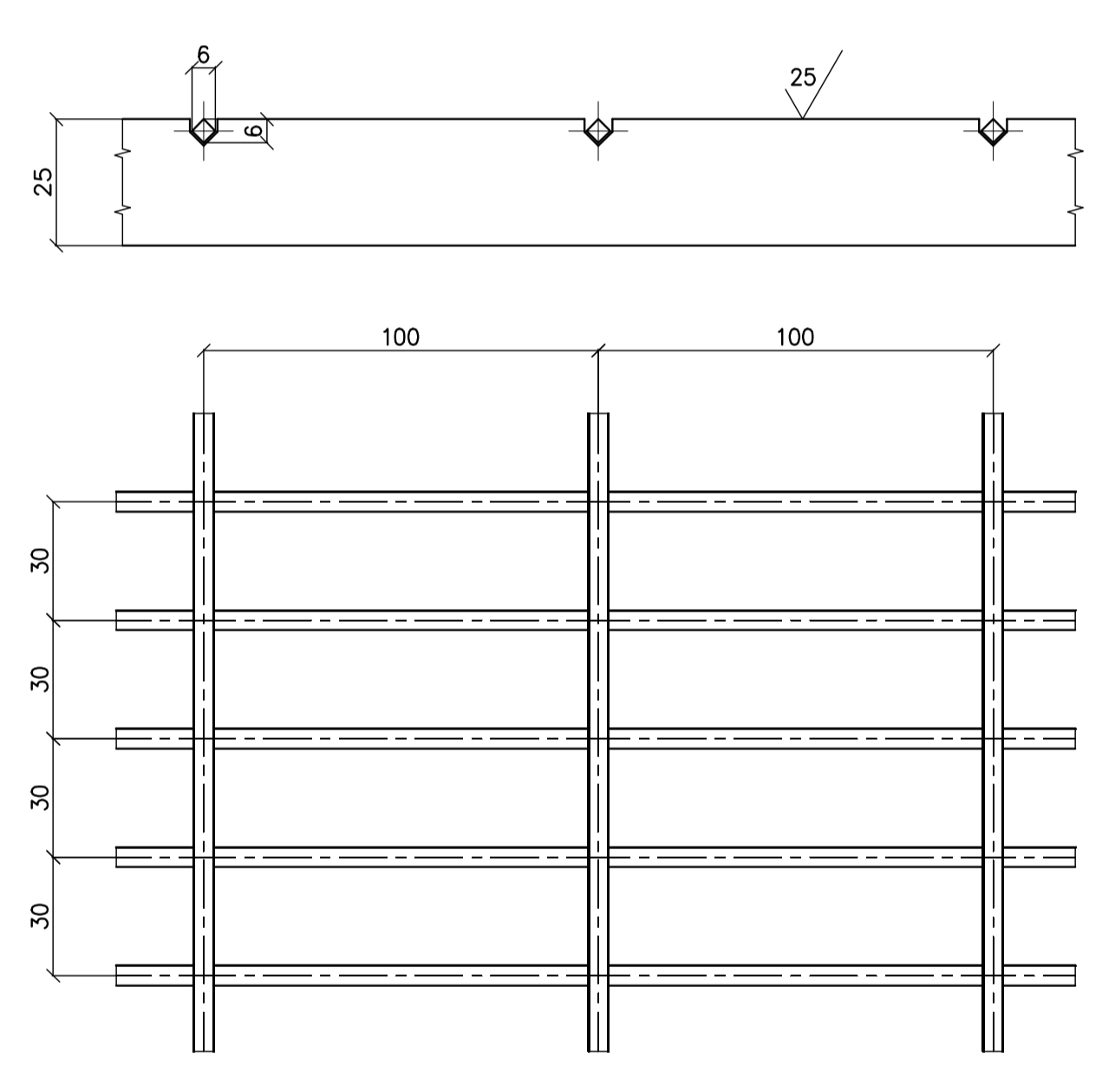
ALL DIMENSIONS ARE IN MILLIMETERS

59 x 100 (=5900)  
6000

$$A = (D \times 30) + (2 \times 2.5)$$



DETAIL - X



DETAIL - Y

- NOTES :**
- FLOOR GRATINGS ARE TO BE GALVANIZED BY HOT DIP PROCESS AFTER CLEANING BY PICKLING PROCESS, MINIMUM AVERAGE WEIGHT OF ZINC COATING SHALL BE 610 GRAMS PER SQ. METER.
  - STRUCTURAL STEEL CONFORMING TO SPECIFICATION OF IS 2062 Gr.A ARE TO BE USED.
  - GALVANIZING TO BE DONE AFTER ALL WORKS ARE COMPLETED.
  - DESIGN LIVE LOAD FOR FLOOR GRILL = 1000 KG/SQ.M
  - MAXIMUM DEFLECTION ALLOWED "LENGTH/325"mm UNDER UDL OF 1000Kg/Sq.M
  - FOR OPERATING FLOOR (500 Kg/M Sq.) THE SPAN OF SUPPORTS WILL BE 1.0M MAXIMUM AND FOR NON OPERATING FLOORS (1000 Kg/M Sq.) THE SPAN OF SUPPORTS WILL BE 1.2M MAXIMUM
  - TOLERANCE ON THICKNESS SHALL BE AS PER IS:1852
  - OUT OF FLATNESS AT THE TOP & BOTTOM SURFACE IS PERMITTED UPTO 2mm.
  - TOLERANCE FOR LENGTH & WIDTH SHALL BE ±5mm HOWEVER DIAGONAL VARIATION SHALL BE LIMITED TO 2mm.
  - WEIGHT VARIATION OF FLOOR GRILL SHALL BE WITHIN -5% TO +10%
  - ALL GRATING MEMBERS ARE TO BE ELECTROFORMED EXCEPT BAND BARS.
  - WEIGHT OF FLOOR GRILL INDICATED DOES NOT INCLUDE WEIGHT OF WELD, WHICH IS NEGLIGIBLE.
  - FRAME AND LOAD BEARING BAR WELDING : ALL FOUR CORNERS TO BE FULL WELDED TO BAND BARS AND EVERY FIFTH LOAD BEARING BAR TO BE WELDED TO BAND BAR BY MANUAL WELDING FULL DEPTH AT BOTH ENDS FROM ONE SIDE.
  - GRATINGS ARE FOR OUT DOOR APPLICATION.
  - ALL SCRATCHED SURFACES AND AREAS DAMAGED BY SITE WELDING FOR FLOOR GRILL SHALL RECEIVE ATLEAST TWO COATS OF COLD GALVANIZING USING ZINC RICH PRIMER / PAINTS. THE TOTAL DRY FILM THICKNESS OF SUCH TOUCH UP COLD GALVANIZING SHALL NOT BE LESS THAN 150 MICRONS.

VAR. No.	ITEM No.01	WEIGHT QTY.	ITEM No.02	WEIGHT QTY.	ITEM No.03	WEIGHT QTY.	ITEM No.04 IS:1786	WEIGHT QTY.	WEIGHT PER F.GRILL BEFORE GAL. IN Kg.	WEIGHT PER F.GRILL AFTER GAL. IN Kg.	SIZE OF FLOOR GRILL		
											WIDTH = A	LENGTH	D
01	PL.5 25x305	0.299	PL.5 25x5990	5.878	PL.5 25x5990	5.878	TWISTED SQ. BAR 6mm(DIAGONAL)x305	0.043	67.836	68.890	305	6000	10
	PL.5 25x485	0.476	PL.5 25x5990	9.0	PL.5 25x5990	5.878	TWISTED SQ. BAR 6mm(DIAGONAL)x485	0.068	104.958	106.589	485	6000	16
02	PL.5 25x305	0.299	PL.5 25x5990	5.878	PL.5 25x5990	5.878	TWISTED SQ. BAR 6mm(DIAGONAL)x305	0.043	67.836	68.890	305	6000	10
	PL.5 25x485	0.476	PL.5 25x5990	9.0	PL.5 25x5990	5.878	TWISTED SQ. BAR 6mm(DIAGONAL)x485	0.068	104.958	106.589	485	6000	16
03	PL.5 25x305	0.299	PL.5 25x5990	5.878	PL.5 25x5990	5.878	TWISTED SQ. BAR 6mm(DIAGONAL)x305	0.043	67.836	68.890	305	6000	10
	PL.5 25x485	0.476	PL.5 25x5990	9.0	PL.5 25x5990	5.878	TWISTED SQ. BAR 6mm(DIAGONAL)x485	0.068	104.958	106.589	485	6000	16

03	EF.FLOOR GRILL 25x995x6000	961507002995	213.471
02	EF.FLOOR GRILL 25x485x6000	961507012485	106.589
01	EF.FLOOR GRILL 25x305x6000	961507022305	68.890

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TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT

**BHARAT HEAVY ELECTRICALS LTD.**  
UNIT: BOILER AUXILIARIES PLANT, RANIPET - 632 406.

DRN: K.Muneeswaran  
CHD: K.B.Padhi  
APPD: C.Ganesh

SCALE: N.T.S.

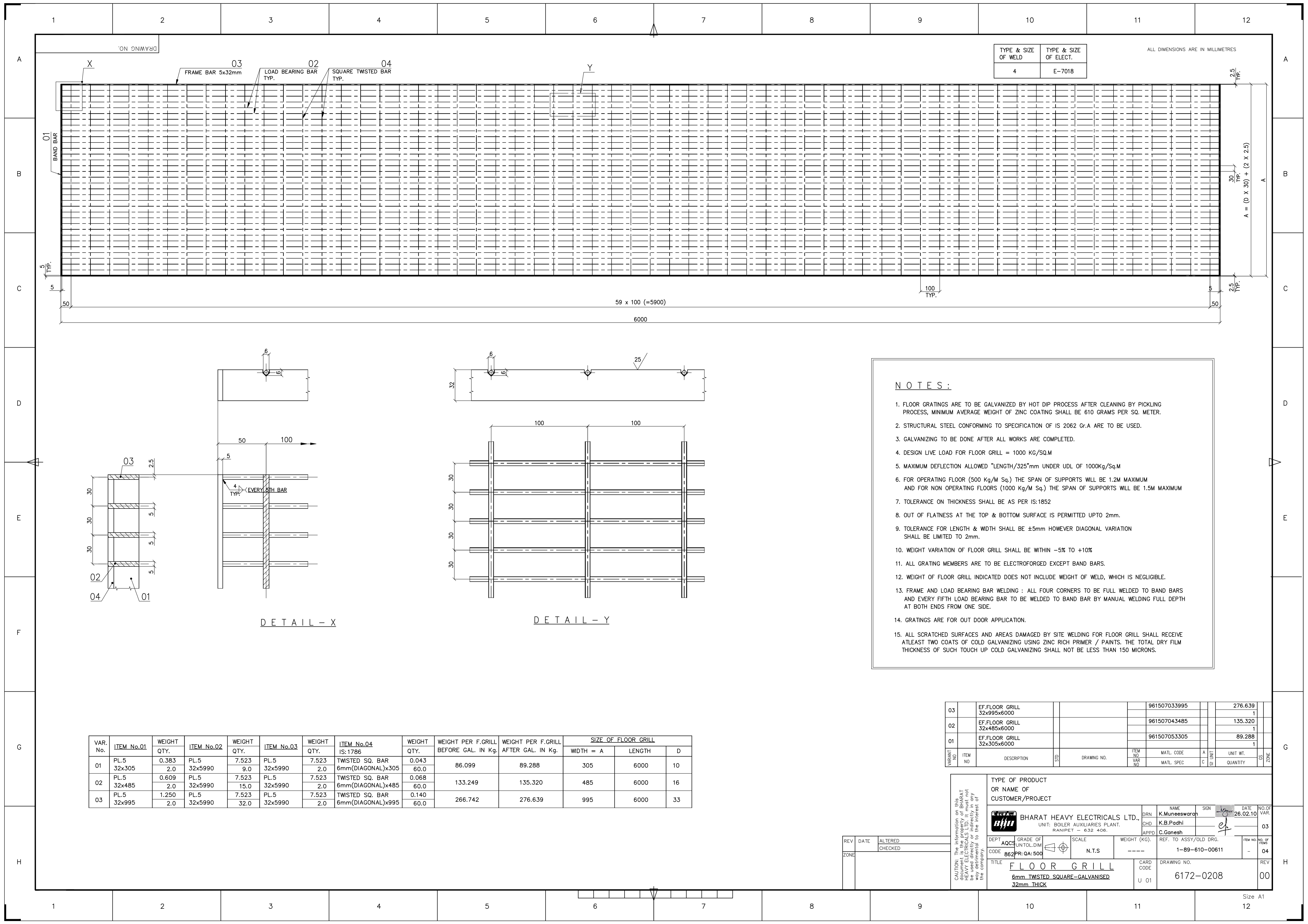
WEIGHT (KG): 1-89-610-00610

REF. TO ASSY/OLD DRG.

TITLE: **FLOOR GRILL**  
6mm TWISTED SQUARE-GALVANISED 25mm THICK

DRAWING NO. 6172-0207

REV	DATE	ALTERED CHECKED

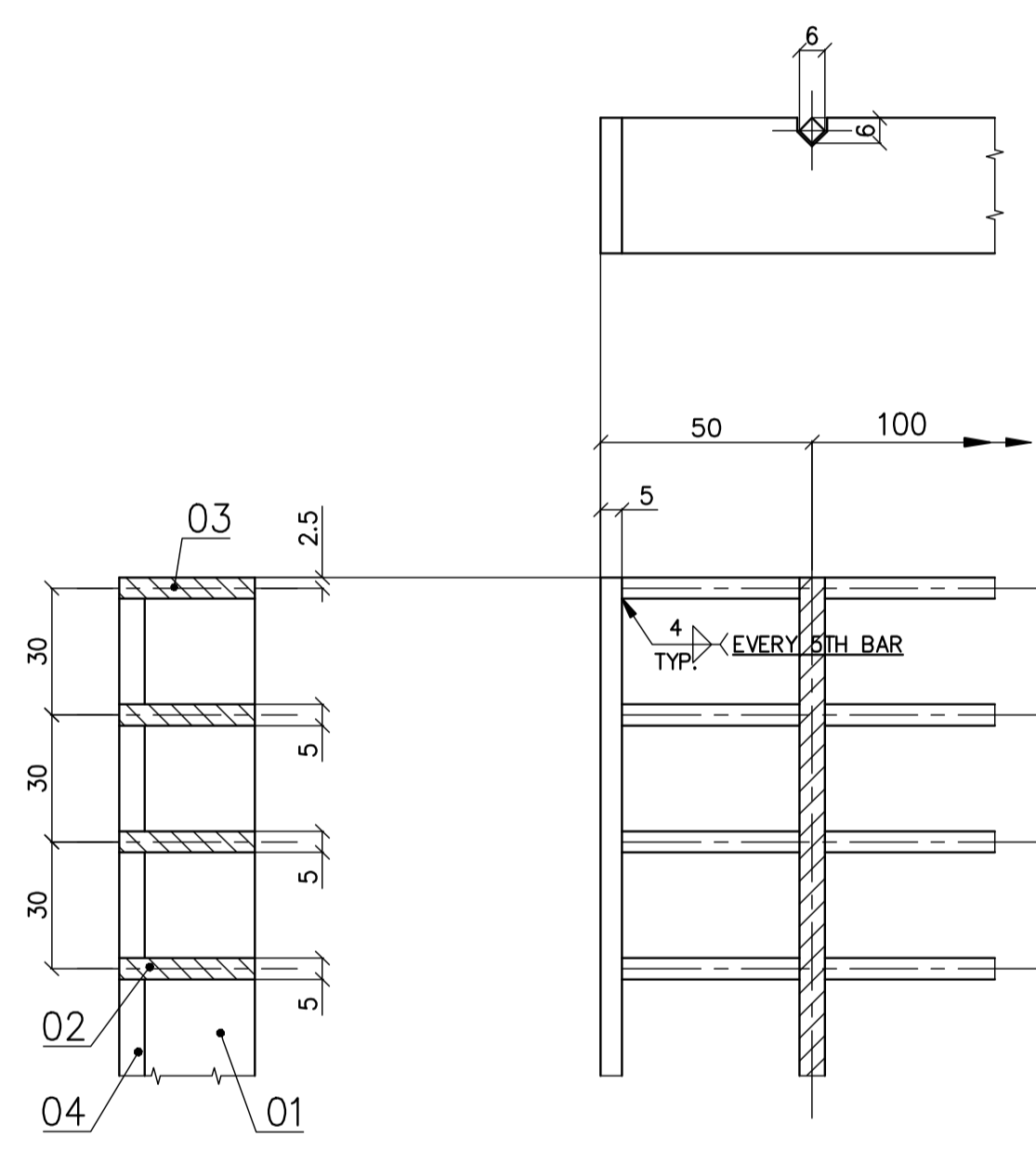


TYPE & SIZE OF WELD	TYPE & SIZE OF ELECT.
4	E-7018

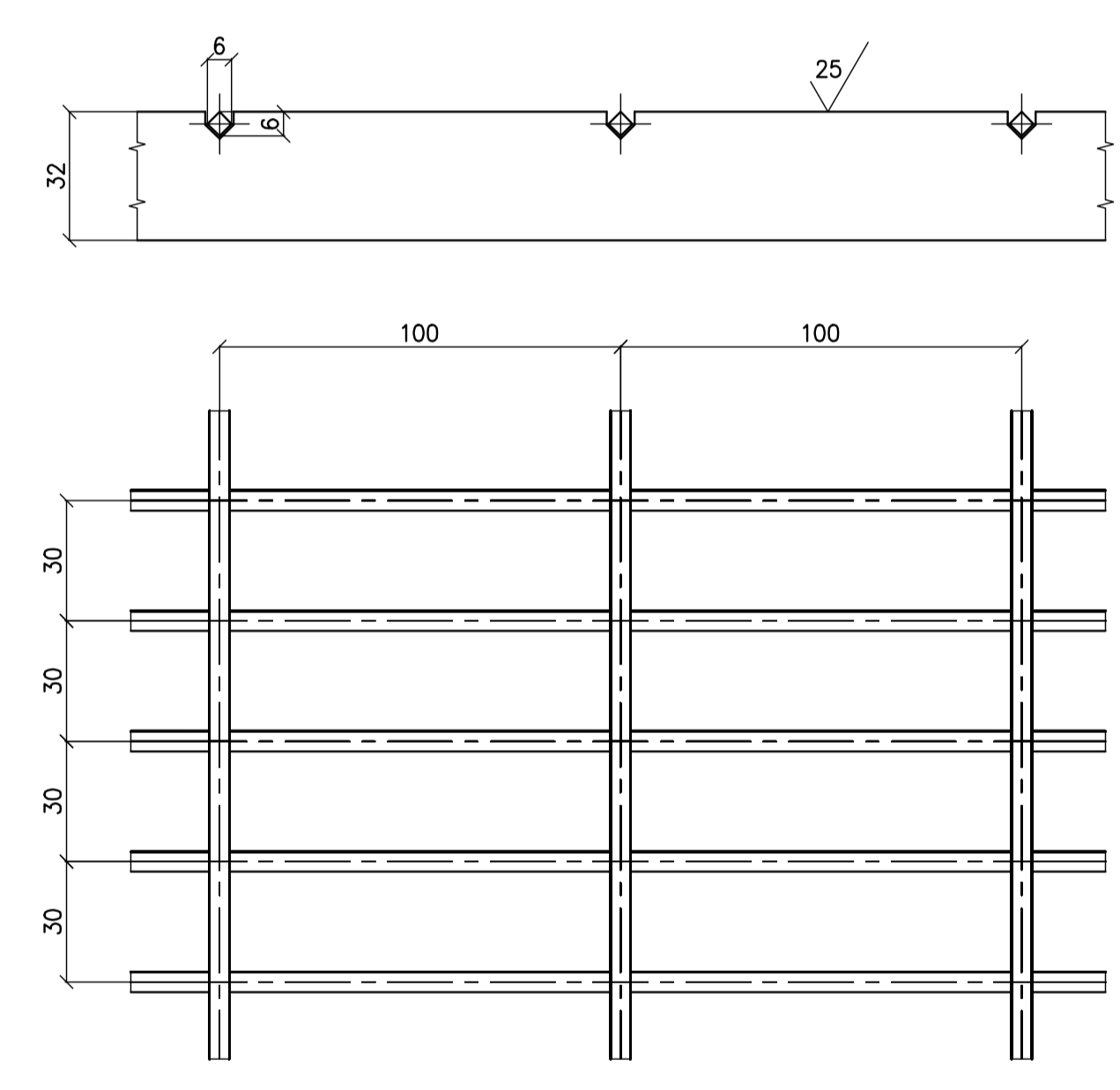
ALL DIMENSIONS ARE IN MILLIMETRES

$$A = (D \times 30) + (2 \times 2.5)$$

59 x 100 (=5900)  
6000



DETAIL - X



DETAIL - Y

- NOTES:**
- FLOOR GRATINGS ARE TO BE GALVANIZED BY HOT DIP PROCESS AFTER CLEANING BY PICKLING PROCESS, MINIMUM AVERAGE WEIGHT OF ZINC COATING SHALL BE 610 GRAMS PER SQ. METER.
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VAR. No.	ITEM No.01	WEIGHT QTY.	ITEM No.02	WEIGHT QTY.	ITEM No.03	WEIGHT QTY.	ITEM No.04 IS: 1786	WEIGHT QTY.	WEIGHT PER F.GRILL BEFORE GAL. IN Kg.	WEIGHT PER F.GRILL AFTER GAL. IN Kg.	SIZE OF FLOOR GRILL		
											WIDTH = A	LENGTH	D
01	PL.5 32x305	0.383 2.0	PL.5 32x5990	7.523 9.0	PL.5 32x5990	7.523 2.0	TWISTED SQ. BAR 6mm(DIAGONAL)x305	0.043 60.0	86.099	89.288	305	6000	10
	PL.5 32x485	0.609 2.0	PL.5 32x5990	7.523 15.0	PL.5 32x5990	7.523 2.0	TWISTED SQ. BAR 6mm(DIAGONAL)x485	0.068 60.0					
	PL.5 32x995	1.250 2.0	PL.5 32x5990	7.523 32.0	PL.5 32x5990	7.523 2.0	TWISTED SQ. BAR 6mm(DIAGONAL)x995	0.140 60.0					
									266.742	276.639	995	6000	33

03	EF.FLOOR GRILL 32x995x6000			961507033995		276.639	
02	EF.FLOOR GRILL 32x485x6000			961507043485		135.320	
01	EF.FLOOR GRILL 32x305x6000			961507053305		89.288	

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BHARAT HEAVY ELECTRICALS LTD. UNIT: BOILER AUXILIARIES PLANT. RANIPET - 632 406.		DRN: K.Muneeswaran CHD: K.B.Padhi APPD: C.Ganesh	SIGN: [Signature] DATE: 26.02.10 NO. OF VAR.: 03
DEPT: AQQS CODE: 862PR:QA:500	GRADE OF UNTO: DIM: N.T.S SCALE: N.T.S WEIGHT (KG): ---	REF. TO ASSY/OLD DRG.: 1-89-610-00611 ITEM NO. OF ITEM: 04	DRAWING NO.: 6172-0208 REV: 00

REV	DATE	ALTERED	CHECKED



**QUALITY ASSURANCE**  
TECHNICAL DELIVERY CONDITIONS FOR  
ELECTRO FORGED FLOOR GRILLS & STEP TREADS

TDC : RTE : 204  
REV. NO.: 01  
DATE: 30.12.2014

**TECHNICAL DELIVERY CONDITIONS**  
FOR  
**ELECTRO FORGED FLOOR GRILLS & STEP TREADS**

PREPARED BY :

Name ( S/Shri)	Designation / Department	Signature
K. Jothi Arulanandam	Dy. Mgr / QA (Mech)	

REVIEWED BY:

Name ( S/Shri)	Designation / Department	Signature
A. Sagadevan	Manager / Matl. Png	
V. Kesavan	Sr. Manager / Engg (G&D)	
C. Ganesh	Sr. Manager / Engg (AQCS)	
T. Venugopal	Sr. Manager / Purchase	
P. Karthikeyan	Sr. Manager / QC (Procurement)	
R. Arunachalam	Sr. Manager / QA (Mech)	

APPROVED BY

Name ( S/Shri)	Designation / Department	Signature
J. Ravisankar	Sr. DGM / QA, QC(Proc.) & BE	



**QUALITY ASSURANCE**  
**TECHNICAL DELIVERY CONDITIONS FOR**  
**ELECTRO FORGED FLOOR GRILLS & STEP TREADS**

TDC : RTE : 204

REV.NO.: 01

DATE: 30.12.2014

**1.0 SCOPE:**

This Technical Delivery Condition specifies the quality requirements for Electro Forged Floor Grills and Step Treads with galvanizing. (For welded type floor grills and step treads refer TDC:RTE:261 Rev.01 Dtd.15.05.2002)

**2.0 RAW MATERIALS:**

- 2.1 Raw materials like Load Bearing Bar, Square Twisted Bar, Chequered Plate, Frame Bar and Band Bar – Chemical and Mechanical Properties, Physical Properties shall be verified 100% by BHEL / BHEL's AIA.
- 2.2 Materials shall be as per BHEL's Purchase Order / BHEL Drawing Specification.
- 2.4 Materials Lab Test Report / Test Certificate – Verification by BHEL / BHEL's AIA.
- 2.5 Raw Material items shall be witnessed by BHEL/BHEL's AIA for it's; Dimensions, Straightness and surface finish visually.
- 2.6 *Witness of Raw Material Testing as per BHEL's PO requirement, specification and drawing as per the following two options A & B ;*
- 2.6.1 **Option A:** 2 Samples for each specification shall be selected by BHEL / BHEL's AIA from the offered lot. These samples shall be tested in a NABL approved lab – No Need for physical witnessing by BHEL / BHEL's AIA. (Samples shall be selected by BHEL/BHEL's AIA before proceeding with electro forge activity – Supplier has to give a separate inspection call for this stage)
- 2.6.2 While selecting the samples as per 2.6.1, BHEL / BHEL's AIA has to certify that the square twisted bar confirming to IS: 1786 only are used as per BHEL drg / specification. This has to be reported in the respective dimensional report suitably for review by BHEL/QC, Ranipet.
- 2.6.3 **Option B:** Same as above - except testing shall be done at supplier's own lab in the presence of BHEL / BHEL's AIA.

**3.0 MANUFACTURING AND WORKMANSHIP:**

**3.1 Checks on Electro Forge (EF) Weld Machines;**

- 3.1.1 Weld Parameters
- 3.1.2 Weld Quality
- 3.1.3 Straightness of Bars
- 3.1.4 Mesh Size and other dimensions of grating

**3.2 Type of checks for Electro Forged Floor Grills & Step Treads;**

- 3.2.1 Machine Setting Measurement & Visual Checks for projection and fusion of weld - Quantum of Check will be 6 times per shift - These details have to be verified by BHEL / BHEL's AIA during the final inspection.
- 3.2.2 Square Twisted Bar of electro forged welding shall be verified for proper fusion with bearing bar.
- 3.2.3 WPS / PQR (ASME Sec-IX / AWS D1.1) / BHEL Drawing shall be verified for welding process.
- 3.2.4 Weld Strength - Load Test – Once per shift – By applying 20 Kg Pull load on weld joint. Log Book / Internal Inspection Report shall be maintained by supplier and the same has to be verified by BHEL/BHEL's AIA. – Random Test to be conducted in presence of BHEL / BHEL's AIA during the time of final inspection and has to be reported in the DR accordingly.
- 3.2.5 After Load Test check for deformation on the twisted bar and load bearing bar.
- 3.2.6 Pull out Test on EF Weld and Macro Etch Test - Test for strength – 1 No per PO – acceptance norms as per manufacturer practice or Lab Test Certificate – Test Shall be carried out at NABL Appd Lab / Manufacturer's own lab and will be witnessed by BHEL / BHEL's AIA.



**QUALITY ASSURANCE**  
**TECHNICAL DELIVERY CONDITIONS FOR**  
**ELECTRO FORGED FLOOR GRILLS & STEP TREADS**

TDC : RTE : 204

REV. NO.: 01

DATE: 30.12.2014

**3.3 Checks on Manual Welds in Floor Grills & Step Treads;**

- 3.3.1 Weld Parameters
- 3.3.2 Weld Size & Quality
- 3.3.3 100% Visual Inspection for Weld defects
- 3.3.4 100% Checking by supplier and 2% of offered lot checking by BHEL/BHEL's AIA for Stitch weld of chequered plate nosing as per drawing for step treads
- 3.3.5 100% Checking by supplier and 2% of offered lot checking by BHEL/BHEL's AIA for fillet welds on both sides of frame and load bearing bar as per drawing note for floor grills.
- 3.3.6 Documents to be verified for this will be WPS / PQR (ASME Sec-IX) / AWS D1.1 / BHEL Drawing / All Weld shall be free from defects.
- 3.3.7 Log book has to be maintained by supplier and the same shall be verified by BHEL / BHEL's AIA.

**3.4 Dimensional Checks;**

- 3.4.1 Dimensions physical measurement 100% has to be maintained by supplier as per the BHEL Purchase Order (PO) / BHEL Approved drawing.
- 3.4.2 Witness by BHEL / BHEL's AIA – 2% per Size / per lot
- 3.4.3 **BHEL / BHEL's AIA has to certify clearly in the DR that supplier has envisaged only square twisted bar as per BHEL drg / Specification.**

**4.0 TESTS :**

- 4.1 Deflection Load Test (Before Galvanizing) - Measure the deflection using dial gauge / physical gauge – 1 No / Per Size / per PO as per the BHEL PO / BHEL Approved drawing.
- 4.2 Deflection shall be measured with a dial gauge by applying a Uniformly Distributed Load – 1000 Kg per Sq. Meter. Deflection should be within 4mm - Refer Load Test details attached along with this TDC as annexure.
- 4.3 **Checks for Galvanizing;**
  - 4.3.1 Visual
  - 4.3.2 Mass of Zinc
  - 4.3.3 Adhesion
  - 4.3.4 Preece Test for Uniformity of Zinc Coating
  - 4.3.5 Coating Thickness
  - 4.3.6 Type of Check & Quantum of Check: Visual, Lab Test & Measurement – shall be as per the following Indian Standards and BHEL PO / Approved drawing.
    - a) IS: 2629 Recommended practice for hot dip-galvanizing of Iron and Steel.
    - b) IS: 4759 Hot-Dip Zinc coatings on structural steel and allied products – Specification
    - c) IS: 2633 Method for testing uniformity of coating on Zinc coated articles
    - d) IS: 6745 Methods for determination of mass of Zinc coating on Zinc coated iron and steel articles
  - 4.3.7 Immediately after hot dip galvanizing, the floor grills and step treads should be passivized by dichromatization to minimize white rusting – This point supplier has to take note of it and BHEL/BHEL's AIA has to verify and check for any white rusting on the floor grills / step treads.
  - 4.3.8 Supplier has to maintain the log book / Internal Inspection Report for the above and the same will be verified during the final inspection by BHEL / BHEL's AIA.
  - 4.3.9 Witness of testing on one sample per lot / per size identified by BHEL / BHEL's AIA.

 <b>RANIPET</b>	<b>QUALITY ASSURANCE</b>	TDC : RTE : 204
	TECHNICAL DELIVERY CONDITIONS FOR	REV. NO.: 01
	<b>ELECTRO FORGED FLOOR GRILLS &amp; STEP TREADS</b>	DATE: 30.12.2014

4.4 Weighing of any one bundle of floor grills and step treads to be checked for unit weight as per BHEL drawing as applicable for the offered lot – size wise. Weight variation shall be within limits of + 5.00% and – 2.5% of drawing weight.

**5.0 PACKING, CRATING AND IDENTIFICATION:**

5.1 Bundling shall be made with steel strip / compact packing for easy handling during storage at BHEL stores.

5.2 BHEL PO / Size of item / No. of pieces shall be stenciled on each package and also on the metal tag to be tied on both ends of the bundle.

!!!@@@###

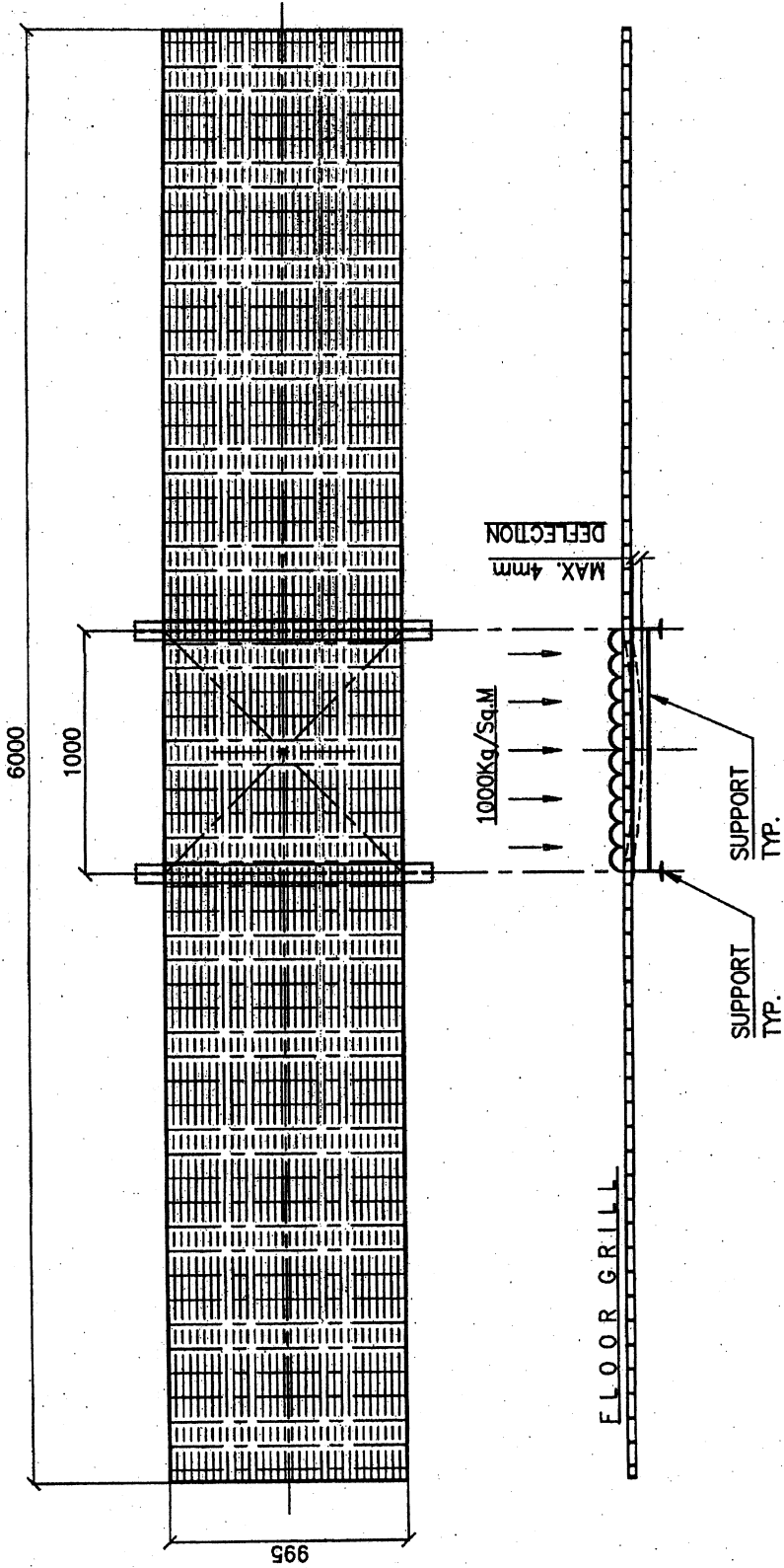
**RECORD OF REVISION**

REV. NO.	DATE	REVISION DETAILS
00	03.05.2014	Original Issue – Fresh release of TDC for Electro Forge Floor Grills and Step Treads based on BHEL Trichy SQP:CQP:4731 Rev. 00 Dtd.21.06.2012
01	30.12.2014	Revised based on the feedback received from Purchase Dept.



# ELECTROFORGED FLOOR GRILL LOAD TEST DETAILS

ANNEXURE TO IDC: RTE: 204



## NOTES

01. FLOOR GRILL SHALL BE CLAMPED AT FOUR LOCATION AT EACH SUPPORT.
02. APPLY UNIFORM AREA LOAD OF 1000kg. BETWEEN TWO SUPPORTS
03. DEFLECTION SHOULD BE WITHIN 4mm.

PREPARED	NAME	SIGNATURE	DATE
	Sulaxana	<i>Sulaxana</i>	
CHECKED	K.B.Padhi	<i>K.B.Padhi</i>	
APPROVED	C.Ganesh	<i>C.Ganesh</i>	

ADDRESS LIST FOR “ TO RESPECTIVE SITES “

Enq.sl.no	Name of the project/Site	Address
1.0	NORTH KARANPURA ICB-MEGA-Excise Duty exemption applicable.	<b>NTPC, NORTH KARANPURA STPP 3X660 MW NEAR TANDWA TOWN, CHATRA DISTRICT JHARKHAND</b>
2.0	BHEL/STORES/RANIPET	Manager/Stores, BHEL-Boiler Auxiliaries Plant Ranipet-632406 Tamilnadu
3.0	NTPC DARLIPALLI ICB-MEGA-Excise Duty exemption applicable.	<b>NTPC DARLIPALI SUPER THERMAL POWER PROJECT STAGE I( 2X800MW) Jharsuguda,Sundargarh District, ODISHA</b>
4.0	NTPC SINGRAULI	Singrauli Super Thermal Power Shaktinagar Sonebhadra district Uttar Pradesh
5.0	Bhadradri-manuguru	<b>MANUGURU TPS ( 4 X 270 MW ) TSGENCO, EPC PACKAGE NEAR RAMANUJAVARAM VILLAGE,MANUGURU,KHAMMAM DISTRICT,TELANGANA</b>
6.0	Ennore	<b>ENNORE SEZ STPP (2 X 660 MW ) CHENNAI, TAMIL NADU</b>

7.0	Kothagudem	<b>KOTHAGUDEM TPS STAGE-VII UNIT-12 ( 1 X 800 MW )</b> TSGENCO, EPC PACKAGE KOTHAGUDAM, NEAR PALONCHA VILLAGE, KHAMMAM DISTRICT, TELANGANA
8.0	Wanakbori	<b>Wanakbori Thermal Power Station Unit -8 (1 x 800 mw)</b> Gujarat State Electricity Company Ltd ,Wanakbori Dist - Kheda Gujarat

Engineer/Purchase

**RATE PER KG EVALUATION BASIS**

**Ranking will be finalized based on lowest Rate/Kg( Landed cost to BHEL at destination basis) per Project wise. , However Order will be released on number basis for quantity / project as per Annexure-A**

**Example:**

**If lowest rate ( Basic rate ) arrived for NTPC Karanpura ( Enq.sl.no.01- Qty : 701401.98 KG) per Kg is Rs.50/- on FOR Destination the lowest bidder will get NTPC Karanpura supplies. However order will be place on individual item wise , unit rate( Basic Rate) will be arrived using drawing weight as below .**

**01(a) - GAL.E F FLOOR GRILL 32X995 X 6000 MM - 276.639 Kg x Rs.50 = Rs. 13831.95/-**

**01(b) - GAL.E F FLOOR GRILL 32X485X6000 MM - 135.32 Kg x Rs.50 = Rs. 6766.00/-**



**ANNEXURE - C TO OPEN TENDER No: FOR ELECTRO FORGED FLOOR GRILLS  
CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS**

<b>S No.</b>	<b>BHEL Standard Terms</b>	<b>Supplier Confirmation</b>	<b>Deviation (if any)</b>
01	<b>Terms of Delivery:</b>		
(a)	<b>Indigenous Supplies :</b> FOR - Destination means FOR - BHEL Stores/ Respective Site [Packing & Forwarding, Freight & Insurance, Octroi are in Supplier's scope i.e. included in the quoted prices. Unloading at BHEL Site would be to the account of BHEL only].		
(b)	<b>Foreign Supplies :</b> a) FOB of their choice Sea Port b) CFR Chennai c) DDU-Delivered Duty Unpaid i.e (Supply to FOR Destination Site (With customs clearance in BHEL Account))		
02	<b>Delivery Period:</b> Vendor shall specify the initial start of delivery and subsequently Per Month delivery		
03	<b>Liquidated Damages (LD) :</b> The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.		
4 (a)	<b>Terms of payment for Indigenous Suppliers:</b> 100% payment will be made directly thru' EFT in 90 days for Non-MSE and 45 days for MSE vendors (MSE vendors shall furnished notarised MSE copy along with CA certificate ) from the date of receipt and acceptance of materials at BHEL Stores, Ranipet / Receipt of materials at BHEL Site against site ack LR. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.		
4 (b)	<b>Terms of Payment for Foreign Suppliers:</b> "100% thru' irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any ) valid upto the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.		
05	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail.  <b>Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.</b>		



**ANNEXURE - C TO OPEN TENDER No: FOR ELECTRO FORGED FLOOR GRILLS  
CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS**

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
06	<b>Guarantee Period:</b> The materials are to be guaranteed for satisfactory performance for period of 12 months from the date of commissioning/putting in to use or 18 months from the date of dispatch whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on FOR Destination basis within a reasonable time.		
07	<b>Contract Execution Bank Guarantee (CEBG):</b> The Supplier shall submit a BG for 2% of the contract value valid for the agreed delivery period + 3 Months. Attached CEBG Format is to be signed and submitted along with Annexure-C as a token of acceptance. Please note no deviation is allowed.		
08	<b>Validity:</b> Supplier to mention clearly the validity date of the offer. Minimum 90 days from price bid opening date.		
09	<b>Clientele List:</b> Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause A(ji) of Annexure - B (STANDARD TERMS & CONDITIONS).		
10	<b>Reverse Auction (R/A) / Bidding through Internet:</b> Supplier confirmation required.		
11	<b>Taxes &amp; Duties:</b>		
(i)	<b>Excise duty in % (for Indigenous supplier):</b> To be indicated by supplier. ED invoice is required for availing Cenvat. benefit .For ICB-Mega Projects (North Karanpura and Darlipalli) BHEL Shall arrange documents. To avail ED-Exemption.		
(ii)	<b>Sales tax in % (for Indigenous supplier): VAT / CST</b> to be indicated by the supplier.		
12	<b>Test Certificate:</b> To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions		
13	<b>Risk Purchase Clause (as per clause-I of Annexure-B)</b> (Supplier Confirmation Required)		
14	Firm price till completion of order		
15	Inspection before despatch at supplier's works by BHEL/TPI agency		
16	<b>For Foreign Offers:</b>		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Nearest loading Seaport;		
(iv)	Ocean freight rate per MT		
(v)	Approximate weight and cubage of the consignment.		
<b>Signature &amp; Office Seal of Vendor</b>			