



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE PARALLEL FLANGE ROLLED BEAMS WANTED	Phone: +91 431 2574247/ 4203/ 4204 Fax : +91 431 252 0719 Email : kjoe@bheltry.co.in
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	Reference Number: Enquiry 1101500004	Enquiry Date: 15.04.15	Due date for submission of quotation: 04.05.15
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You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order

Sealed Tenders are invited by the MM / Steel for approx. 2900 MT of PARALLEL FLANGE ROLLED BEAMS to grade A36 / IS 2062 E250 A/B

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "1101500004 "

Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, For Bharat Heavy Electricals Limited DGM/ MM / Steel 3rd Floor, Bldg 24, BHEL, Tiruchirappalli-620014 Ph: 0431- 2574247/ 4203, Fax: 0431- 2520719 Email: kjoe@bheltry.co.in
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BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

HIGH PRESSURE BOILER PLANT

PURCHASE DEPARTMENT - FOSSIL BOILERS

THIRUCHIRAPALLI - 620014

TAMILNADU (INDIA)

PHONE :2574247

GRAMS : BHARATELEC

FAX NO: 2520719

E-mail: kjoe@bheltry.co.in

Web:

429-002/A

	Enquiry No 1101500004	Enquiry Date 13.04.2015	Due Date for Quotation 04.05.2015
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order.			
<u>Bid should be submitted in Two Parts. 1. Techno-commercial Bid (Part-I) and 2. Price Bid (Part-II) in a separate sealed cover and both the covers must be placed in a Third Cover and Sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all Three covers.</u>			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	150090570000 H BEAM 254X146 -IS2062E250B(Fe410W)	MT	60.000	60.00	30.06.15
20	150090490000 H BEAM 305X165 -IS2062E250B(Fe410W)	MT	500.000	500.00	30.06.15
30	150090580000 H BEAM 406 X 178 -IS2062E250B(Fe410W)	MT	300.000	300.00	30.06.15
40	150090590000 H BEAM 450 X 190 -IS2062E250B(Fe410W)	TO	300.000	300.00	30.06.15
50	150090480000 BEAM 500 X 200 - IS2062E250B(Fe410W)	TO	240.000	240.00	30.06.15
60	150090420000 BEAM 600 X 220 -IS2062E250B(Fe410W)	TO	400.000	400.00	30.06.15
70	150090430000 WPLB 700 X 300-@149.9 IS2062E250B(Fe410W)	TO	300.000	300.00	30.06.15
80	150090440000 WPHB 700 X 300-@204.5 IS2062E250B-Fe410W	TO	500.000	500.00	30.06.15
90	150090440000 WPHB 700 X 300-@204.5 IS2062E250B-Fe410W	TO	300.000	300.00	30.06.15

This Enquiry shall be monitored by Independent External Monitor

Mrs. Pravin Tripathi, IA & AS (Retd.)

D-243, Anupam Gardens, Lane IB, Neb Sarai,

Sainik Farms,

New Delhi - 110 068

Ph : + 91 11 29533206 / 29531715.

pravin.tripathi@gmail.com

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

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED

MANAGER / PURCHASE
(FOSSIL BOILERS)

Yours faithfully,

R. KRISHNAKUMAR

Sr. Engineer

MM / RM / Steel (Purchase)

BHEL, TRICHY - 620 014.



BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE :2574247
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: kjoeb@bheltry.co.in
Web:

1101500004 / 13.04.2015

General Note:

- 1.,THE SECTION WEIGHT FOR THE ITEM SL.NO:70 (WPLB 700MM) IS 149.9 KG/M AND SL.NO:80&90 (WPHB 700 MM) IS 204.5 KG/M. FOR WPHB 700(204.5 Kg/M) MM SUPPLY SHALL BE IN FIXED LENGTH OF 12 MTRS FOR 500 MT (ENQ SL.NO:80) AND IN 10.5 MTRS FOR 300 MT (ENQ SL.NO:90). ALL OTHER BEAMS SHALL BE SUPPLIED IN 10 - 12 MTR LENGTH (ENQ SL.NO:10 -70).
- 2.,DIMENSIONAL AND SECTIONAL PROPERTIES SHALL BE AS PER TABLE 1.1 (ATTACHED). IN CASE OF DEVIATION OFFER WILL BE REJECTED.
- 3.,KINDLY REFER ANNEXURE-A FOR ALL THE RELEVANT DETAILS OF THE SUPPLY TO BE MADE. ALL THE TENDER TERMS & CONDITIONS WILL BE GOVERNED BY ANNEXURE-A.
- 4.,TO SUBMIT THE OFFER, SUPPLIER HAS TO FILL THE RELEVANT DETAILS IN "SUPPLIER COMMENTS" COLUMN CORRESPONDING TO BHEL REQUIREMENTS IN ANNEXURE-A WITHOUT FAIL. OTHERWISE OFFER IS LIABLE FOR REJECTION.
- 5.,OFFERS SHALL BE SUBMITTED IN TWO PART BID SYSTEM (TECHNO-COMMERCIAL BID + PRICE BID). TECHNICAL BID WITH COMMERCIAL TERMS AND CONDITIONS AND PRICE BIDS IN SEPARATE SEALED COVERS. (TECHNICAL BID & PRICED BID TO BE SUBMITTED SEPARATELY ON THE SAME DAY). BOTH COVERS SHALL BE PUT IN A ENCLOSED COVER AND ADDRESSED TO US. ALL COVERS SHALL BE SUPER SCRIBED WITH ENQUIRY NO, DUE DATE, FIRM NAME AND BID TYPE. COMPETITIVE OFFER (TECHNO-COMMERCIAL & PRICED BID) SHALL BE SUBMITTED TO THE ADDRESS STATED IN ANNEXURE A (REF: SL.NO:25) WITHIN 14:00 HRS (GMT + 0530) OF THE DUE DATE OF THIS TENDER. OFFERS SUBMITTED LATER SHALL BE TREATED AS LATE OFFER AND SHALL NOT BE CONSIDERED.
- 6.,NEW SUPPLIERS SHALL REGISTER AT OUR ONLINE VENDOR REGISTRATION PORTAL <http://www.supplier.bhel.in>.
7. THIS TENDER SHALL BE MONITORED BY INDEPENDENT EXTERNAL MONITOR SHRI MRS. PRAVIN TRIPATHI, IA AND AS (RETD.). HENCE SUBMISSION OF INTEGRITY PACT IS MANDATORY.

List of Enclosures:

- a.,ANNEXURE - A (ENQ. TERMS & CONDITIONS)
- b.,GENERAL TERMS AND CONDITIONS (IMPORT & INDIGENOUS)
- c.,TABLE 1.1 DIMENSIONAL AND SECTIONAL PROPERTIES
- d.,AGENCY AGREEMENT FORMAT (IMPORT)
- e.,INTEGRITY PACT

Enclosures:

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

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

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


MANAGER / PURCHASE
(FOSSIL BOILERS)

R. KRISHNAKUMAR

Sr. Engineer

MM / RM / Steel (Purchase)
BHEL, TRICHY - 620 014.

ANNEXURE-A

ENQUIRY TERMS & CONDITIONS FOR SUPPLY OF PARALLEL FLANGE BEAMS TO SPECIFICATION ASTM36/IS2062GR A/B (FE 410W).

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid

Sl No	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)
1	<p>Material specification:</p> <p>a) Supply of Hot Rolled Parallel Flange Beams to the Specification ASTMA36 / IS2062 Gr A/B (Fe 410W).</p> <p>b) For WPHB 700 mm supply shall fixed length of 12 Mtrs for 500 MT (Enq sl.no:80) and in 10.5 Mtrs for 300 MT (Enq sl.no:90). All other beams shall be supplied in 10 - 12 Mtr length (Enq sl.no:10 -70). Beams shall be fully killed or semi killed.</p> <p>c) Welded beams will not be accepted</p>	
2	<p>Material Description & supply terms</p> <p>a) Size and quantity as per enquiry.</p> <p>b) Dimensional and sectional properties refer table 1.1 (As enclosed).</p> <p>c) Your offer shall indicate the specification referred.</p> <p>d) Any deviations against BHEL specification, dimension and sectional properties will not be accepted and offer is liable for rejection.</p> <p>e) The section weight for the item Sl.No:70 (WPLB 700mm) is 149.9 Kg/M and Sl.No:80&90 (WPHB 700 mm) is 204.5 Kg/M.</p> <p>f) Invoicing shall be on actual weight basis only. However in case of any discrepancies in weighment, the weight recorded at BHEL will be final. No of pieces shall be indicated in invoice/TC. In case BHEL weighment exceeds to the invoice weight, and then it will be restricted to invoice weight only.</p> <p>g) Quantity tolerance: - 0 /+ 10 % for individual item.</p> <p>h) Evaluation is on individual item basis, hence part item ordering to be confirmed. Pls ref to below Note also.</p> <p>i) No. of pieces shall be indicated in invoice/TC.</p> <p>Note: BHEL reserves the right to change the evaluation criteria on package basis either in part or full (i.e., combining few or all items), at its discretion after part I opening. Such changes will be communicated only to techno commercially suitable offers/bidders. Suppliers may take cognizance of the same and quote accordingly.</p>	
3	<p>Inspections & Testing:</p> <p>Two set of original test certificates shall be provided and shall incorporate the following details,</p> <p>a) The standard to which the material comply E.g (ASTM A36), Melt no, BHEL order No, Supplier name, Logo, Identification no, TC No, Size Chemical analysis and mechanical testing and bear with signature of competent authority.</p> <p>b) Manufacturer's Name/Logo and specification are to be marked legibly.</p> <p>c) For new vendors Pre-dispatch inspection shall be conducted.</p>	
4	<p>Payment terms:</p> <p>4.1 Indigenous</p> <p>a) Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials.</p> <p>b) For new suppliers not registered with BHEL Pls ref: Sl.No:22 Clause (e)</p> <p>For Infn:</p> <p>Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.</p>	

	c) Offers of indigenous Suppliers with payment terms as LC / Advance Payment/ BOE are liable for rejection.	
	4.2 Import	
	a) BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account. b) For new suppliers not registered with BHEL Pls ref: SI.No:22 Clause (e) For Infn: Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.	
	c) In the case of Usance LCs (45 days from the date of receipt of documents, specified in PO, at BHEL bank) the loading will be considered @ 1.5% on the offered Value.	
	d) For LC at sight the loading will be considered @ 3.5% on the offered Value.	
	e) If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.	
	f) Quoted currency to be indicated	
	g) Normally CAD at sight and Confirmed LCs are liable for rejection.	
5	Delivery Terms: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order. Our delivery requirement is 45 – 60 days from the date of Purchase order.	
6	LD Clause Confirm acceptance for 1. Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. For Info: Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). Imports: ➤ FOB order- LD will be calculated based on the TC date/final inspecting agency signing date whichever is later. ➤ CFR/CIF order- LD will be calculated based on the B/L date. Indigenous: ➤ FOR order - LD will be reckoned from the date of LR/Invoice whichever is later. However inordinate delay in delivering the materials will not suffice the case.	
7	Offer Submission: 7.1 Indigenous: 1. Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on FOR BHEL-Trichy basis ONLY . However price break-up shall be given as firm basis price and Freight rate per MT with inclusive of all charges if any(like inspection(TPI), UT charges etc). 2. Price Variation Clause (PVC) is not acceptable and offer shall be rejected. 3. Service tax, Octroi, Entry tax etc to be indicated in offer and is payable extra only on submission of documentary proof. 4. Any other extra charges like ED, CST/VAT etc. are to be indicated clearly. The offer will be evaluated on total landed cost to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes+ commercial loading as applicable - applicable tax credits. For Infn: ❖ For interstate supplies C-Form will be issued. 7.2 Imports: 1. Suppliers to quote their rates on FOB/Load Port basis only for the below ports clearly mentioning their preferred type of Loading (Containerized Cargo or Break Bulk). The quote should be all inclusive of all charges, including testing	

	<p>2. The available load ports for FCL (Full Container Load) Cargo in Freight Contract are Antwerp, Hamburg, Genoa, Rotterdam, Bilbao, Gothenburg, Felixstowe, St.Petersburg, Busan, Dalian, Shanghai, Kobe, Osaka, Yokohama.</p> <p>3. The available load ports for BB (Break Bulk) Cargo in Freight Contract are Antwerp, Hamburg, Genoa.</p> <p>4. In case if the suppliers are unable to execute through the above ports with the available types of cargo loading (Reasons for the same to be mentioned), FOB rate along with ocean freight (LILO basis) applicable up to Chennai to be quoted.</p> <p>5. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".</p> <p>6. For CFR terms, moved through Containers (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.</p> <p>7. Price Variation Clause (PVC) at the time of ordering/supply is not applicable and offer mentioning the same shall be rejected.</p> <p>8. The offer will be evaluated on total landed cost to BHEL-Trichy as below : Total landed cost = [CFR Chennai (or) (FOB+BHEL Freight)] +Customs duty as applicable + LC Charges (In case LC payment) + 22% loading on Freight in case of deviation mentioned in point (6) above + Import Incidentals + Commercial loading as applicable - applicable tax credits.</p> <p>For conversion of foreign currency into INR, foreign exchange rate (TT selling rate of SBI) on the date of technical bid opening will be considered.</p>	
8	<p>Material Warranty</p> <p>Free replacement of whole material in case of notification of defect in material within the period of One year from TC/Invoice date. Warranty certificate to be produced.</p>	
9	<p>Defective Material replacement</p> <p>Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date. Suitable loading on account of LC/CAD, Customs duty etc will be done on price to evaluate the offer.</p>	
10	<p>Service charges, commission charges and any other incidentals will NOT be paid extra.</p>	
11	<p>Agency commission, if any should be clearly given in the offer (% on FOB, % on CFR Chennai inclusive).</p>	
12	<p>Port of discharge Chennai/ Karaikal/ Tuticorin Sea Port (in case of CFR).</p>	
13	<p>Port of shipment to be indicated</p>	
14	<p>Mill (Name, Location) & Country of origin to be indicated</p>	
15	<p>Offer validity of 30 days is required after priced bid opening in case you are technically qualified. Otherwise offer is liable for rejection.</p>	
16	<p>One Indian agent can represent one foreign principal only and submit one offer for these tender items. Offer shall be rejected in case of deviation.</p>	
17	<p>The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.</p>	
18	<p>Risk Purchase Clause:</p> <p>BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.</p>	

19	BHEL Reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.	
20	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract.	
21	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
22	For New Vendors (only offer of manufactures will be considered)	
	a. New suppliers (not registered with BHEL) shall register through online portal http://www.supplier.bhel.in and submit all relevant documents for further evaluation. Offer will not be considered for further evaluation without registration.	
	b. Offer from traders will not be considered. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with registration documents else offer is liable for rejection.	
	c. Registration documents along with all relevant documents are required. Also supplier shall provide details of the mill, credentials and previous purchase orders executed for blue chip companies, quality manual, plant and machinery details, process flowchart etc. without fail.	
	d. If the supply is first time to BHEL/Trichy, then supplier have to supply minimum quantity on mutually agreed basis. After acceptance of material at our end i.e. after testing by BHEL, clearance for the balance quantity shall be given.	
	e. For new suppliers not registered with BHEL payment shall be made 45 days after receipt and acceptance of materials after testing at BHEL lab.	
23	In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution.	
24	Integrity Pact Signed Integrity pact (IP) should be furnished along with offer. IP would be signed by authorized official of the bidder/vendor/contractor. Offer without signed Integrity Pact (IP) shall be rejected. Copy of IP should be enclosed. This tender will be monitored by Independent external monitor (IEM). For information only	
25	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID). Technical bid with commercial terms and conditions and price bids in separate sealed covers. (Technical Bid & Priced Bid to be submitted separately on the same day). Both covers shall be put in a enclosed cover and addressed to us. All covers shall be super scribed with enquiry no, due date, firm name and bid type. Competitive offer (Techno-commercial & Priced bid) shall be submitted to the following address within 14:00 Hrs (GMT +0530) of the due date of this tender. Offers submitted later shall be treated as late offer and shall not be considered. TO: DGM/ PURCHASE / MM / STEEL 3 rd FLOOR, 24 BLDG, BHEL- TRICHY, INDIA, PIN: 620014 Tel: 0431-2574247/ 4203	

On behalf of BHEL



K. JOSEPH REGIS
Deputy General Manager
MM / RM / Steel (Purchase)
BHEL, TIRUCHY - 620 014.

To be filled & Signed by Original Manufacturer/Mill

Name of the mill / Principal:

Signature:

(Affix Seal)

GENERAL TERMS AND CONDITIONS - INDIGENOUS

1. QUOTATIONS:

- a. Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- b. If any sales tax is payable as extra to the quoted price it should be specifically stated in quotations along with CST & TIN numbers falling which the purchaser will not be liable for payment of sales tax. Our TIN number: 332433560005 dt. 01/01/2007, CST Number: 239383 dt, 11.06.1991
- c. No revision of prices will be entertained after tenders are opened.
- d. **Manufacturer's name trademark or patent number** if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- e. Products with I.S.I certification marks will be preferred.

2. SAMPLES:

Wherever possible sample should be submitted separately whether specifically requested or not so as to reach the purchaser on or before the due date of the enquiry. They should be clearly marked with the enquiry number and the date on the outside cover to facilitate identification.

3. PACKING AND MARKING:

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

4. TERMS OF PAYMENT:

Payment will be made after 45 days on acceptance of materials. Wherever required by the purchaser, the successful tenderer must send the Operation and Maintenance manuals, Test Certificates, drawings, etc., for the materials ordered. These should be sent along with materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P or by the document presented through bank will not be accepted unless agreed to by the purchaser.

5. The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173 c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

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

If the supplier fails to deliver the raw material equipment components within the period specified in the contract the purchaser shall deduct liquidated damages a sum equivalent to 0.5% of the total order value for each week of delay up to maximum of 10% of the total order value.

7. RISK PURCHASE:

BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above.

8. MODVAT CREDIT:

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

9. GENERAL:

The purchaser reserves the right to split up the tender and place order for individual items with different tenderers and also increase or decrease the quantity.

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

TERMS AND CONDITIONS (Import)

1. OFFER

Offer in ENGLISH LANGUAGE AND IN TRIPLICATE in a SEALED COVER SUPERSCRIBING the enquiry number and the due date shall be submitted addressed to:

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

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

2. DOCUMENTS:

- a) Offers should be accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH and in TRIPLICATE, or otherwise, the offers will not be considered.
- b) In case overseas supplier's route their offer through their accredited selling agents, a letter of authority should be furnished mentioning name and address of their selling agents, who are authorized to bid, negotiate and conclude a contract on their behalf.

3. AGENCY COMMISSION:

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

4. SPARES:

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

5. VALIDITY:

The offers for main equipment and spares shall be kept open for acceptance for 45 days (Forty five days) from the date of opening of the tender.

6. TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:

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

7. TERMS OF PAYMENT:

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

8. GENERAL:

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

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

"If the supplier fails to deliver the raw materials / equipment / components within the period specified in the contract the purchaser shall deduct Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value, in addition to the recovery of interest at normal cash credit rate plus 2% for the unadjusted portion of the advances. If the delay in delivery of a part contributes to delay in execution of total system, LD and interest on advances will be recovered on the total contract price / total advance paid"

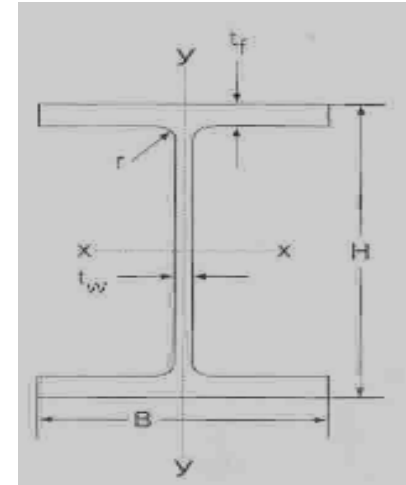
TABLE 1.1

ENCL: II

Description Beams	Section Weight	Total Depth	Flange Width	Thickness of Web	Thickness of Flange	Root radius	Area of section	Moment of Inertia		Sectional Modulus		Radius of gyration	
								X Axis	Y Axis	X Axis	Y Axis	X Axis	Y Axis
	w Kg/m	H mm	B mm	tw mm	tf mm	r mm	A cm ²	Ixx cm ⁴	Iyy cm ⁴	Zxx cm ³	Zyy cm ³	rxx cm	ryy cm
UB 203 X 133 X 25	25.1	203.2	133.2	5.7	7.8	7.6	31.97	2340	307.6	230.3	46.2	8.56	3.1
UB 254 X 146 X 37	37	256	146.4	6.3	10.9	7.6	47.17	5537	570.6	432.6	78	10.83	3.48
UB 305 X 165 X 46	46.1	306.6	165.7	6.7	11.8	8.9	58.75	9899	895.7	645.7	108	12.98	3.9
UB 356 X 171 X 51	51	355	171.5	7.4	11.5	10.2	64.91	14140	968.3	796.4	112.9	14.76	3.86
UB 406 X 178 X 60	60.1	406.4	177.9	7.9	12.8	10.2	76.52	21600	1203	1063	135	16.8	3.97
IPE 450/NPB 450 X 190	77.6	450	190	9.4	14.6	21	98.8	33743	1675.9	1499.7	176.4	18.48	4.12
IPE 500/NPB 500 X 200	90.7	500	200	10.2	16	21	115.5	48199	2141.7	1927.9	241.2	20.43	4.31
IPE 600/NPB 600 X 220	122.4	600	220	12	19	24	156	92083	3387.3	3069.4	307.9	24.3	4.66
HEAA 700/WPB 700 X 300	149.9	670	300	13	17	27	190.9	142721	7673.1	4260.3	511.5	27.34	6.34
HEA 700/WPB 700 X 300	204.5	690	300	14.5	27	27	260.5	215301	12178.8	6240.6	811.9	28.75	6.65

Note:

1. UB-British Universal beam
2. NPB-Narrow Parallel Flange Beams (Equivalent to IPE-European Narrow Parallel Flange Beams)
3. WPB-Wide parallel Flange Beams (Equivalent to HE-European Wide Flange Beams)
4. Dimensional norms ref standard BS4-1: 1993 for UB .For NPB ref standard EN-19-57 EN-53-63.
5. Indian suppliers may refer IS: 12778



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

1. Mandatory submission of an Agency Agreement

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

2. Disclosure of particulars of agents / representatives in India

2.1 Tenderers of Foreign nationality shall furnish the following details:

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

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

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

2.2 Tenderers of Indian Nationality shall furnish the following details:

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

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

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

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

Please furnish the above information immediately

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.

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) _____
