



BHARAT HEAVY ELECTRICALS LIMITED

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

Page
1/6

PHONE :2577042
GRAMS : BHARATELEC
FAX NO: 2520719
E-mail: mnkumar@bheltry.co.in
Web:

	Enquiry No	Enquiry Date	Due Date for Quotation
	4001200020	18.09.2012	02.10.2012
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	159581618500 PIPE OD864X55X8500 - SA335P91 (3D BEND) TDC: TDG:101:05 Length: 8500.00	M	25.500	25.50	01.12.12

General Note:

01) Bidders shall submit the OFFER in English language (a single envelope containing two inner envelopes) as indicated below:

Envelope I: This sealed envelope should contain

(a) technical bid

(b) un-priced commercial bid (copy of the Priced Bid without the price details)

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

Envelope II: This sealed envelope should contain price details. This

envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date, Address & Reference of the Bidder.

02) The OFFER, sealed and Superscribed as "Parts I & II inside" indicating Enquiry No., Due Date, Address & Reference of the Bidder should reach this office on or before the due date by 14:00 Hrs (IST).

OFFERS RECEIVED AFTER 14:00 Hrs (IST) WILL NOT BE CONSIDERED FOR EVALUATION.

03) OFFER is to be addressed to:

Sr. MANAGER / PURCHASE - Pipes / MM / MFG

4th Floor - Building 24

BHARAT HEAVY ELECTRICALS LIMITED

HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620 014

TAMIL NADU, INDIA.

04) NO MATERIAL IN ANY FORM SHALL BE SOURCED FROM CHINA.

05) Supply shall be as per Specification SA335P91 and TDG 101 / 05 for

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A. CHANDRAMOHAN
Sr. Manager
MM / MFG / Purchase / Pipes
ENCL. TENDRY - 620 014

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


MANAGER / PURCHASE
(Piping Centre)



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Page
2/6

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IBR Application.

06) Pipe OD, Wall thickness should be strictly as per enquiry.

07) Offered length shall be as per enquiry. Multiple lengths with 10mm cutting allowance is acceptable. No payment will be made for cutting allowance portion.

08) For import vendors, Material is to be inspected by third party inspection agency as approved by IBR and test certificate are to be countersigned by respective Inspection agency in case the Mill is not approved by IBR. Offer should indicate the name of inspection agency. Inspection charges, if any, is to be included in the quote itself. This will not be paid separately.

Indigenous vendors have to be approved by IBR.

In addition to TCs in relevant IBR forms corresponding mill TCs should also be provided along with despatch of pipe material.

09) The Bidders who are not a registered vendor in BHEL Trichy, should submit the offers along with duly filled vendor registration forms which can be down loaded from our website www.bhel.com. The offer without the above forms & the relevant supporting documents will not be considered for technical evaluation.

For indigenous sources, BHEL team shall visit the vendor works to enlist them in our vendor directory and then their offer will be technically evaluated. The import sources will be enlisted in our vendor directory based on D & B statement and then their offer will be technically evaluated.

In addition, vendors who are not in the BHEL vendor list as permanent vendors for this material category should submit an experience certificate detailing the quantity supplied specification wise year wise along with the unpriced PO copies and proof of supply (such as invoice & bill of lading copies) along with the offer for all the tendered specifications.

Without satisfying this condition, offer will not be considered.

10) Tenders should be free from CORRECTION AND ERASURES, Corrections if any, must be attested.

(A) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by 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. (B) 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.

(C) If there is a discrepancy between words and figures, the amount in

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A. CHANDRAMOHAN
Senior Manager
IBR / MPO / Purchase / Pipes
BHEL - TRICHY - 620 014.

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For **BHARAT HEAVY ELECTRICALS LIMITED**


MANAGER / PURCHASE
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Page
3/6

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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 to (A) and (B) above.

11) Fixed price: All items should be quoted on "Per meter basis". Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity. A bid submitted with an adjustable price will be liable for rejection. Prices shall be written in words and figures. In the event of any discrepancy with regard to total price and unit price whichever is less shall be considered correct. All rates should include the third party inspection charges. **RATES QUOTED SHALL BE INCLUSIVE OF ALL CHARGES INCLUDING PACKING, INSPECTION ETC. NO EXTRA PAYMENT WILL BE MADE IN ANY CASE.**

12) Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their preferred currency. For the evaluation purposes the exchange rate (TT - Selling Rate of SBI) on technical bid opening date will be considered.

13) Terms of Delivery: Foreign Bidders should submit their offer for FOB / CFR - Chennai (with freight break up details). We also request you to submit your quotations for the destination port of Karaikkal & Tuticorin in your offer.

Indian Bidders should submit their offer for FOR, Trichy (inclusive of risk in transit) & Ex-Works with the applicable freight breakup details.

14) Taxes and Duties: (for Indian Bidders only) All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 3560005 Dt. 01-04-1995, C.S.T. No. 239383 dt. 11-06-1991.

The duplicate copy of the invoice meant for transporters should accompany the material as stipulated under Central Excise rules 52A and 173C or 57gG. A Photostat copy of the invoice for each delivery challan should be submitted along with the original bills routed through bank or if submitted directly to BHEL finance department.

15) Modvat credit: (for Indian Bidders only) 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. The Bidder under 'MODVAT' shall be preferred.

16) Validity: The offers shall be kept open for acceptance for 90 days from the date of Tender opening. Once the tenders are submitted, rates

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Senior Manager
MM / MFG / Purchase / Piped
BHEL, TRICHY - 620 014

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Page
4/6

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cannot be changed on any grounds.

17) Terms of Payment:

Foreign Bidders - Cash against documents - Payment will be made 45 days from the date of submission of complete set of documents as specified in the PO at our bank.

Requests for LC will be loaded at 1.5% of the basic charge.

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

18) BHEL mandatorily requires the indigenous manufacturers to quote directly. As far as the foreign manufacturers are concerned, BHEL prefers the manufacturers only to quote. In case this is not possible and the offer is being submitted by an Indian agent, the following details are to be furnished along with the offer:

a.,,The letter from their Principal authorising the Indian agent to submit the offer on their Principal's behalf. In case the Indian agent submits offer on their own letter head then a covering letter (in original) from the Principal should be enclosed, clearly mentioning that they are bound by the offer submitted by the Indian agent on their behalf.

b.,,Precise relationship between foreign suppliers and their Indian agents and their mutual interest in business, should be clearly spelt out.

c.,,Any payment, which the agent receives in India or abroad, from the foreign supplier, whether as a commission or as a general retainer fee is to be mentioned in the offer.

d.,,All services to be rendered by the agent, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier and the Indian agent.

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

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

g. Copy of current agency agreement should be enclosed without fail.

19) Offer from stockists is not acceptable and will not be considered for evaluation.

20) Bank Guarantee (BG) - For FOREIGN VENDORS: The Bidder, in the event of an order, should furnish a bank Guarantee from any one of the attached list of consortium banks or counter-guaranteed by any one of this list of banks, at no extra cost in BHEL's Performa which will be provided by BHEL along with the order, for an amount equivalent to 10%

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Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


MANAGER, PURCHASE
(Piping Centre)

A. CHANDRAMOHAN
Senior Manager
MFG-MEG / Purchase / Piping
BHEL, TRICHY - 620 014



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Page
5/6

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(Ten percent) of the value of the contract. The Bank Guarantee should remain in full force and effect during the period that would be taken for successful completion of the contract and shall continue to be enforceable till 18 months from the date of last shipment with an additional claim period of two months.

21) Liquidated damages: Where the seller supplies or despatches the goods, Liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay or part thereof, subject to a maximum of 15% of the order value will be levied.

LD, if applicable, will be levied from the order delivery date to the date of Bill of lading/LR in case of CFR/FOR contracts and to the date of the inspection in case of FOB/Ex-Works contracts. Grace periods are not acceptable.

22) Risk purchase: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned under liquidated damages. Confirmation required for the risk purchase clause.

23) The correspondence between the bidder and BHEL through email is considered to be valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

24) Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalisation of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

25) Packing and marking: The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

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A. CHANDRAMOHAN
Senior Manager
MR / MPO / Purchasing / Piping
BHEL TRUSTY - 620 014

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- 26) Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same.
- 27) The offer is to be signed and sealed in original by the bidder.
- 28) BHEL reserves the right to negotiate L1 rate or re float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 29) 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.
- 30) BHEL reserve the right to inspect the item ordered at any stage at vendor's works.
- 31) Date of price bid opening will be informed later after acceptance of offer on technical ground.
- 32) Tenders can also be deposited in our tender box designated as "MM-PIPES -FB-120/400" located at discussion Room.1, 4th floor, 24 building, BHEL Trichy.

Enclosures:

"LD clause has to be confirmed without fail."

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A. CHANDRAMOHAN
Sector Manager
MM / MFG / Purchase / Piping
BHEL, TRICHY - 620 014

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For BHARAT HEAVY ELECTRICALS LIMITED


MANAGER / PURCHASE
(Piping Centre)



1.0 GENERAL

Materials: SA106GrB, GrC; SA 335 P11, P12, P22, P91 & P92(Code case : 2179).

This Technical Delivery Condition specify the requirements in addition to ASME SA 106, SA 335. If the blooms for SA 335 pipes are sourced from India, then the sources shall be, TISCO, MUSCO and ASP Durgapur - which are IBR approved.

2.0 CHEMICAL COMPOSITION

For SA106 Gr B and Gr C :- Carbon content shall be limited to 0.25% max. for pipe thickness up to and including 20 mm; and 0.30% max. for pipe thickness above 20 mm.

For SA335 P92 : Si: 0.10-0.50%; Ni: 0.30max and Cu: 0.25max.

3.0 TOLERANCES

3.1 OD specified pipes:- Unless otherwise specified in the PO, tolerances shall be as below.

- Outside diameter : $\pm 1\%$ (Max. 4 mm)
- Wall thickness and weight tolerance as per ASTM A530 for Carbon steel and ASTM A999 for Alloy steel pipes

3.2 ID specified pipes are specified by the maximum Internal Diameter and Minimum wall thickness. The tolerance if not specified otherwise in the PO shall be:

- ID: +0.0mm, -3.2mm
- Thickness: +6.4mm, -0.0mm
- Weight per metre : +10% , -5% on nominal weight **

** Nominal weight of ID Pipe per metre shall be calculated as follows,
 $W_{tnom} = (ID_{nom} + t_{nom}) * t_{nom} * 0.02466$ kg/metre , where
ID nom = IDmax-1.6 mm ; tnom = tmin+3.2 mm

4.0 HEAT TREATMENT & MECHANICAL TESTS

4.1 HEAT TREATMENT

Heat treatment for SA106 GrB, GrC , SA335 P11,P12, P22 shall be as per specification.

SA 335 P91 & P92 pipes shall be normalised at 1050 to1080deg C (for wall thickness larger than 75 mm, accelerated cooling may be done to obtain a fully martensitic structure) and tempered at 750 to 780 deg C. Soaking time 1 hour minimum, still air cooling.

4.2 MECHANICAL TESTS

- a) Number of Test (as per IBR): 2 numbers up to first 100 pipes and additional 1 number per subsequent 100 pipes or part thereof.
 - b) For P91 Pipes, Ys(0.2% offset) - 450 MPa min ; Ts – Min 630 MPa, Max 850 MPa.
 - c) For P92 pipes Ts- Min 655 Mpa, Max 850 Mpa
- For other grades, Ys and Ts shall be as per specifications.

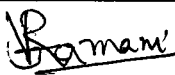
5.0 SUPPLEMENTARY TESTS

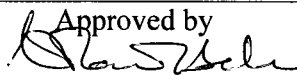
These are applicable to SA 106 Cr C, SA335 P11, P12, P22, P91 & P92. The supplementary test results shall be indicated in the Test Certificate along with the mandatory test results.

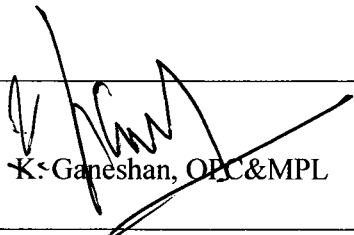
- 5.1 **Product Analysis (S1)** :- Product Analysis shall be carried out on 5% of pipes per lot per heat (minimum 2 Nos)
- 5.2 **Transverse tension test (S2)** :- Transverse tension test shall be carried out (for size NB 200 mm and above) on one end of 5% of pipes per lot (minimum 1 No).
- 5.3 **Photomicrograph test for P91 & P92 (S5)** :- Photomicrograph test shall be carried out on one per heat, per size. Acceptance norms - The Material shall be free from any micro fissures. Microstructure shall show tempered martensite and also to be examined for any grain growth. Photomicrograph with 500x (Min) magnification along with Photomicrograph report to be provided. The actual magnification shall be indicated.

6.0 HARDNESS FOR SA 335 P91 & P92 PIPES

Hardness test shall be carried out on each SA 335 P91 & P92 pipes. The hardness value for P91 shall be 191-250 BHN and that for P92 shall be 196-250 BHN. The hardness test values shall be indicated in the Test certificate.


G.Venkataramani, Engg&Quality

Approved by

G.Panneer Selvam, QA


K. Ganeshan, OEC&MPL



7.0 NON DESTRUCTIVE TEST

Each pipe shall be ultrasonically tested as per ASTM E 213 in both clockwise & anticlockwise directions; calibration to be done on two axial notches of 50 mm length (inside & outside) and a depth of 5% of wall thickness (minimum 0.3 mm; maximum 1.5mm). The results shall be indicated in the Test Certificate.

8.0 REPAIR

Repair by welding is prohibited. The pipe shall meet the dimensional tolerance (clause 3.0 above) after any mechanical repair as permitted in the standard.

9.0 WORKMANSHIP

All pipes shall have smooth surfaces, free from loose scales and defects like laps, seams, folds, cracks, pitting etc. The surface imperfection beyond the permissible limit of ASME SA106 / SA335 shall be removed mechanically without affecting the minimum thickness and workmanlike finish.

10.0 MARKING

The following details are to be marked on the consignment for identification

- 1) PO Number 2) Supplier's emblem/code 3) Specification & grade 4) Heat number
5) Size 6) No. of pipes 7) Inspector's seal

OD up to 31.8 mm (excluding)	Details 1 to 7 shall be stamped on metal / plastic tag attached to bundle
OD 31.8 mm to OD 76.1 mm (including)	<ul style="list-style-type: none">• Details 1 to 5 shall be paint stencilled on each pipe.• Details 1 to 7 to be stamped on Metal / Plastic tag attached to bundle.
OD above 76.1 mm	<ul style="list-style-type: none">• Details 2,3,4,5 & 7 shall be hard stamped with round edged stamp at 100mm from an end of each pipe.• Details 1 to 5 shall be paint stencilled on each pipe.

11.0 COLOUR CODING

Longitudinal colour bands shall be made throughout the length of the pipe. The colours shall be as per BHEL procedure SIP: PP: 21(Latest).

12.0 PRESERVATION

- Outside:- Resin type rust preventive coating with visibility to stencilled details.
- Inside:- Rust inhibitor or resin type rust preventive coating.
- Ends of the pipes shall be secured with caps.

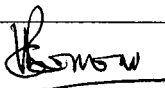
13.0 INSPECTION AND CERTIFICATION

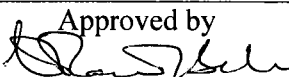
- 13.1** Pipes shall be inspected at the manufacturer's works by the IBR approved Inspecting Authority. Inspection certificate in IBR Form III A (Well-known pipe maker recognised in IBR to submit IBR FORM III D) along with Mill Test certificate and NDT reports certified by IBR approved Inspecting Authority shall be submitted.
- 13.2** Test Certificate shall include PO no.(BHEL) , TDC no., Pipe size and quantity- melt wise, specification and grade with year of code, Heat no., Steel & Pipe making process, chemistry including incidental elements on Ladle and Product analysis, Heat treatment details with actual temperature and soaking time, Mechanical results.
- 13.3** Detailed NDT reports with reference norms, acceptance standards and test results shall be furnished along with Test certificates.
- 13.4** For P91 & P92 pipes the Photomicrograph test report along with photomicrograph with 500x (min) magnification shall be furnished

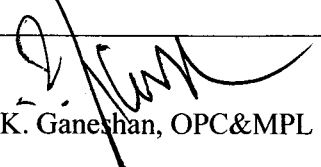
14.0 RECORDS OF REVISIONS

- (i) Rev 03 – Para 4.1, 4.2.b are included; Para 6.0, 13.0 are modified
(ii) Rev 04 – Para 3.1, 3.2 modified
(iii) Rev 05 – SA335 P92 included. Para 1.0, 2.0, 4.1, 4.2, 5.0, 6.0 are modified & Para 5.3, 13.4 included.

*** **


G.Venkataramani, Engg&Quality

Approved by

G.Panneer Selvam, QA


K. Ganeshan, OPC&MPL

TERMS AND CONDITIONS

1. OFFER:

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

**THE MANAGER / PURCHASE / FB
BHARAT HEAVY ELECTRICALS LIMITED
HIGH PRESSURE BOILER PLANT
THIRUCHIRAPPALLI - 620 014
TAMIL NADU
INDIA**

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

2. DOCUMENTS:

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

(2) In case overseas suppliers route their offer through their accredited selling agents, a letter of authority should be furnished mentioning the name and address of their selling agents, who are authorized to bid, negotiate and conclude a contract on their behalf.

3. AGENCY COMMISSION:

(1) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract.

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

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

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

4. SPARES:

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

5. VALIDITY:

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

6. TEST CERTIFICATES, OPERATING AND MAINTENANCE MANUALS:

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

7. TERMS OF PAYMENT:

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

8. GENERAL:

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

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

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

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

TERMS AND CONDITIONS

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

b) Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested; all amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RISK PURCHASE:** Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefore. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 6 above.

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

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

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

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

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

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

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

List of Consortium Bank

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