

**Materials Management  
Purchase / Outsourcing**

Ref: BHEL-TRY/MM/OS/OT/PB/2010

Date: 26.03.2010

**ANNEXURE-A**

**ENQUIRY TERMS & CONDITIONS for SUPPLY OF PRALLEL FLANGE BEAMS**

Following are in addition to the General Terms and Conditions given in the Annexure.

**1. Group – A:**

Supply of Parallel Flange Beams to specification ASTM A36/IS2062 Gr B (Fe410W)  
Beams shall be supplied in length 12 m with steel in fully killed condition.

SL NO	DESCRIPTION	SPECIFICATION	QTY IN MT
1	UB 203X133 @25.1 Kg/m	ASTM A 36/IS2062	500
2	UB 254X146 @37 Kg/m	ASTM A 36/IS2062	600
3	UB 305X165 @46.1 Kg/m	ASTM A 36/IS2062	750
4	UB 356 X 171 @51 Kg/m	ASTM A 36/IS2062	200
5	UB 406 X 178 @60.1 Kg/m	ASTM A 36/IS2062	650
6	UB 450 X 190 @77.1 Kg/m	ASTM A 36/IS2062	600
7	NPB 500 X 200 @90.1 Kg/m	ASTM A 36/IS2062	700
8	NPB 600 X 220 @122.1 Kg/m	ASTM A 36/IS2062	1100
9	WPB 700 X 300 @149.9 Kg/m	ASTM A 36/IS2062	150
10	WPB 700 X 300 @204.5 Kg/m	ASTM A 36/IS2062	100
	TOTAL		5350

2. For dimensions and sectional properties refer Table 1.1. Your offer shall indicate the specification referred and any deviations against our specification shall be indicated in the offer itself.
3. The offers shall include details such as mill capacity and capability, port of loading, country of origin, and the mills details. The contract shall be governed by INCO-Terms 2000
4. **Invoicing** - Invoicing shall be on theoretical weight basis i.e. supplied length(m) x sectional weight (Kg/m) refer table 1.1.

## **5. Inspection and testing:**

- a) Test Certificate shall incorporate following details i.e. The standard to which the material comply e.g. ASTM A36, Melt no, BHEL order no, supplier name, logo, identification no, TC no, size, results obtained in chemical analysis and mechanical testing. The Test Certificates shall bear the signature of the competent personnel.
  - b) Marking: Manufacturer's name/logo and specification are to be marked legibly.
6. Confirm your acceptance for Liquidated Damage for delayed supplies. (0.5% per week and 15% maximum on delayed delivery)
7. Confirm acceptance for Performance Bank Guarantee and Risk Purchase clause.

## **8. Rates:**

- a) For indigenous supplies, quote your firm rate per MT basis with inclusive of all charges like inspection, packing, bundling, marking etc. Freight rate is to be quoted separately without fail. Any other extra charges like ED, CST/VAT etc are to be indicated.
  - b) For import supplies, submit your competitive offer in FOB and CFR-Chennai basis. Offers not confirming to this requirement shall be rejected. Extra charges other than sea Freight are unacceptable.
9. Price quoted shall remain firm for a minimum validity of 45 days and shall not be revised at any cost within the validity.
10. Service charges, commission charges and any other incidentals will NOT be paid extra.
11. Agency commission, if any should be clearly given in the offer ( % on FOB , % on CFR Chennai inclusive)

## **12. Payment terms:**

- a) For import supplies, CAD payment is preferred. Otherwise LC will be opened one month prior to material readiness indicated by the mill. LC confirmation charges to beneficiary account only.
  - b) For indigenous supplies, our payment term is 60 days after receipt and acceptance of material at our stores ONLY. LC payment is not acceptable and offer shall be rejected.
13. Only manufacturers or exclusive Indian liaison office /Indian Agent for import manufacturers need to respond this enquiry. Offers from traders will be rejected.
14. In case if you are a new supplier (not registered so far in our BHEL-Trichy supplier directory), then you have to fulfill New-Supplier-Registration formalities. This is



mandatory to consider your offer for technical suitability. Non compliance to our registration requirements will lead to disqualification of your offer. Dun & Bradstreet report is required for new import suppliers.

15. Furnish your principal's (manufacturer) supply details made to other customers in India for the above specifications.
16. Offer is to be submitted in TWO PART BID SYSTEM. Technical bid (with commercial terms and conditions) and Priced bid in each separate sealed covers. Enquiry reference and due date to be indicated on the envelope for both Technical & Priced bid.
17. After technical-bid evaluation, only the priced bids of technically suitable suppliers will be opened for further process. Prior intimation shall be given before opening price-bid.
18. In case of delay in vendor evaluation /registration i.e. more than 45 days from the tender opening, all suppliers (only technically qualified) shall be permitted to submit their revised offer (only price bid)
19. Minimum offer validity of 45 days is required after priced bid opening for technically suitable suppliers.
20. Submit your competitive offer (Technical & Priced bid) on or before 17.05.10 -14.30hrs. Offers shall be submitted by hand, by post, FAX or by e-mail so as to reach us before 2.30 pm (IST) of the due date mentioned in the enquiry. Offers submitted later shall be treated as late offer and the acceptance of such offers is subjected to the discretion of BHEL.
21. BHEL reserves the right to reject any or all the offers either in full or part thereof or short close the tender at our discretion without assigning any reasons.
22. Enclosed:
  - (i) Table 1.1 -Dimensions and Sectional properties.
  - (ii) Terms and conditions (Indigenous).
  - (iii) Terms and conditions (Import).

  
**G. AZHAKESAN**  
MANAGER  
OUTSOURCING  
BHEL, TRICHY - 14.

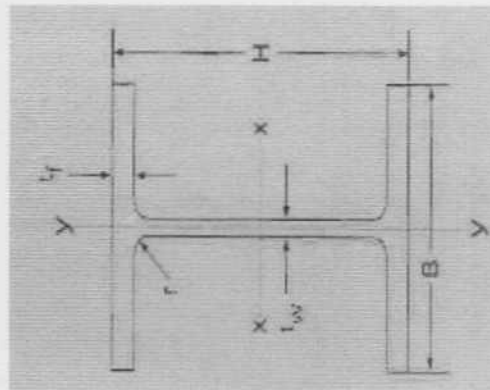
TABLE 1.1

ENCL: I

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	H	B	tw	tf	r	A	Ixx	Iyy	Zxx	Zyy	rx	ry
	Kg/m	mm	mm	mm	mm	mm	cm <sup>2</sup>	cm <sup>4</sup>	cm <sup>4</sup>	cm <sup>3</sup>	cm <sup>3</sup>	cm	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
HEA 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



## **TERMS AND CONDITIONS (INDIGENOUS)**

**1.A) 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 nett F.O.R. dispatching station inclusive of risk in transit and remain valid for 60 days from the due date.

d) If any sales tax is payable as extra to the quoted price 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 L.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 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 immediately after dispatch of the materials and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bills. Goods dispatched either by V.P.P or by the document presented through bank will not be accepted unless agreed to by the purchaser.

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

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

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

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

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

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

**9. MODVAT CREDIT:** If any Excise Duty is payable, the chapter head / Sub-head reference and the rate of the duty should be quoted. If the tender is availing MODVAT credit for this input material, the effect of 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.

## **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:

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

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

### **2. DOCUMENTS:**

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

(2) incase 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) 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.

(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"