



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

SEAMLESS STEEL TUBE PLANT

TITLE Housing for Stretch reducing Mill & Push Bench Mill	Phone: 0431-2578428 Fax : 0431-2520464 Email : rbmurugan@bheltry.co.in
--	---

Reference Number: SSTP/PC/OT/SRM & PB	Enquiry Date: 31/03/2012	Due date for submission of quotation: 02/05/2012
--	---	--

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

Supply of Housing for Stretch reducing Mill & Push Bench Mill

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 “**SSTP/PC/OT/SRM & PB**”

Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 15:00 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 SR.MANAGER/PURCHASE/ SSTP
---	---

REQUIREMENT DETAILS – SRM & PB

Enq. Sl.No	BHEL Matl Code	Matl. Description	Drg. No.	Quantity Required
01	SP6906310002	Housing P.B. Adj. Stand	00ST.192.02.005/01	4 Nos
02	SP6906310186	Cover Bottom P.B.Adj.	10.ST.192.02.034/00	4 Nos
03	SP6906310216	Cover Top P.B.Adj.	30.ST.192.02.500/00	4 Nos
04	SP6912510019	Housing SRM 300	00.ST.115.02.008/02	10 Set
05	SP6911110017	Housing SRM 380	00.ST.115.01.007/01	4 Set

QUALIFYING CRITERIA FOR

P B & SRM STAND HOUSING

The VENDOR has to necessarily provide the following details, for making an assessment of the firm's capability and competency: [The VENDOR is expected to give complete details against each clause in the table given below and wherever necessary an additional sheet may be attached (giving clear reference number) to cover the required details]

SI. No.	PARTICULARS	Vendor's response with ref. cl. No. of detailed offer.
1.0	Number of Years of Experience and facilities available with the vendor in the field of design, manufacture and supply of similar stand housings to similar industries	
2.0	Number of housings supplied till date. Attach a reference list of customers with year of supply and contact address.	
3.0	Details of Design Set-Up and Technology Back-Up with the vendor for the manufacture of the stand housing	
4.0	Details on International Standards followed in Design if any	
5.0	Details of Quality System followed (Kindly furnish the salient aspects of the QA system followed)	
6.0	Any Additional Data to supplement the manufacturing capability of the vendor.	
7.0	The Technical requirement shall be commented clause wise as against each point.	

BHARAT HEAVY ELECTRICALS LIMITED
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI – 14

TECHNICAL DELIVERY CONDITIONS FOR MANUFACTURE OF
SRM STAND HOUSING

1.0 PRODUCT

SRM stand Housing as per drawing number

- a) 00-ST-115-02-008 Latest Revision for SRM 300
- b) 00-ST-115-01-007 Latest Revision for SRM 380

2.0 APPLICATIONS

The stand housing assembled with 3 rolls at 120° apart and placed at Stretch Reducing Mill (SRM) to manufacture seamless steel tubes in the temperature range of 900° - 1000° C.

3.0 MATERIAL

Grade GS 45 of DIN 1681 or Grade 230 – 450 W of IS 1030 – 1998.

C	Mn	Si	S	P	Ni+	Cr+	Cu+	Mo+	V+
0.25	1.20	0.50	0.035	0.040	0.40	0.35	0.40	0.15	0.05
Max	max	max	max	max	max	max	max	max	max

+ The total content of these residual elements shall not exceed 1.00 %

4.0 CONDITION OF SUPPLY

The housing shall be supplied in the cast and heat treated condition.

5.0 DIMENSIONS AND TOLERANCES

- a) As given in the drawing.
- b) All H7 bores, pitch holes should be machined by horizontal/jig boring machine.
- c) The bores and holes should be machined in the assembled condition of the two halves of the housings (SRM 300 & 380 housing).

ISSUED BY
TOOL ENGINEERING
SSTP

TDC/TE/MFG/09
REVISION NO.03 DATED 23.12.11
PAGE 1 OF 3

6.0 HEAT TREATMENT

The housing shall be suitably heat treated (Normalised / stress relieved). The method of heat treatment, heat treatment cycle and chart shall be furnished to BHEL.

7.0 INSPECTION AND TESTING

7.1 DIMENSIONAL INSPECTION

Dimensional inspection shall be carried out by the supplier and dimensional report shall be sent alongwith the supplies.

7.2 ULTRASONIC INSPECTION

The Castings must be free from internal defects such as pores, cracks, blow holes and macroscopic non-metallic inclusions that could have a significant effect on workability and usability. The internal soundness of the castings shall be ensured by conducting ultrasonic testing (UT). UT is to be conducted as per IS:9565. The supplier shall send the reference block along with the material as to have common reference.

7.3 LPI

To ensure freedom from surface defects L.P. test is to be conducted as per IS:11732 on the entire surface after finish machining. The surface shall be free from harmful defects.

7.4 MECHANICAL TESTING

- a) Mechanical test (Tensile and impact tests) shall be done as per IS 1608-2005 on the specimen from the test bars, which has undergone the same heat treatment alongwith the casting, Proper correlation shall be maintained between the casting and the corresponding test bar of the same melt.

The properties shall meet the following requirements :

Yield Strength Mpa	Tensile strength Mpa	Elonga- tion	% Reduc- tion area	Impact Test J/cm ²	Bend Test
230 min.	450 min.	22 min.	31 min.	35/45 min.	90

- b) A specimen of size 30 x 30 x 150 mm of the same cast material of the stand housing is to be sent alongwith the supply for our analysis.

8.0 TEST CERTIFICATE

Test Certificate from NABL approved lab. for material specification and chemical composition and guarantee certificate to substantiate the quality of material for trouble free operation should be furnished.

9.0 MARKING AND PACKING

The casting shall be marked with cast number. The external surfaces shall be painted green and the machined surface shall be applied with rust preventive coating which can be easily removed by kerosene. The housing shall be suitably packed to avoid damage during transit.

10.0 GUARANTEE CERTIFICATE

The materials notified shall be guaranteed for satisfactory performance against all manufacturing defects, raw material defects, faulty decision, bad workmanship etc. The liability under seller's guarantee certificate shall cover a total period of 18 months from the date of dispatch or 12 months from the date of actual usage of material whichever is earlier. The guarantee certificate to the above effect shall accompany the dispatch documents and in case of staggered delivery, the guarantee certificate shall accompany dispatch document each time.

11.0 INSPECTION AT SUPPLIER'S WORKS

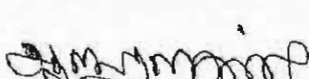
The material shall be offered for inspection by BHEL Inspector for which advance notice of not less than 10 days shall be given. At the discretion of BHEL/SSTP this inspection at source may be waived by BHEL/SSTP and component may be inspected on receipt at SSTP/BHEL after assembling the assembly components in the housing at our works.

Prepared by



DY. MANAGER/TE

Reviewed by



SR. MANAGER/QA&C

Approved by



AGM/TE SYSTEMS & SFW

ISSUED BY
TOOL ENGINEERING
SSTP

TDC/TE/MFG/09
REVISION NO.03 DATED 23.12.11
PAGE 3 OF 3

BHARAT HEAVY ELECTRICALS LIMITED
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI – 14

TECHNICAL DELIVERY CONDITIONS FOR MANUFACTURE OF
PUSH BENCH STAND HOUSING

1.0 PRODUCT

Push Bench stand housing as per drawing numbers :

- a) 00-ST-192-01-004 Latest Revision for fixed rolls.
- b) 00-ST-192-02-005 Latest Revision for adjustable rolls.

2.0 APPLICATIONS

The stand housing assembled with 3 rolls at 120° apart and placed at Push Bench (PB) to produce the mother hollows in the temperature range of 1100° - 1200° .

3.0 MATERIAL

Grade GS 52.3 of DIN 1681 or Grade 280 – 520 W of IS 1030 – 1998

C	Mn	Si	S	P	Cr+	Ni+	Mo+	Cu+	V+
0.25	1.20	0.60	0.035	0.040	0.35	0.40	0.15	0.40	0.05
Max	max	max	max	max	max	max	max	max	max

For each reduction of 0.01% carbon below 0.25%, an increase of 0.04% Mn above the max specified will be permitted upto a maximum of 1.40% of grade 280 – 520 W

+ The total content of these residual elements shall not exceed 1.00 %

4.0 CONDITION OF SUPPLY

The housing shall be supplied in the cast and heat treated condition.

5.0 DIMENSIONS AND TOLERANCES

- a) As given in the drawing.
- b) All H7 bores, pitch holes should be machined by horizontal/jig boring machine.

ISSUED BY
TOOL ENGINEERING
SSTP

TDC/TE/MFG/08
REVISION NO.03 DATED 23.12.11
PAGE 1 OF 3

6.0 HEAT TREATMENT

The housing shall be suitably heat treated (Normalised / stress relief annealed). The method of heat treatment, heat treatment cycle and chart shall be furnished to BHEL.

7.0 INSPECTION AND TESTING

7.1 DIMENSIONAL INSPECTION

Dimensional inspection shall be carried out by the supplier and dimensional report shall be sent alongwith the supplies.

7.2 ULTRASONIC INSPECTION

The Castings must be free from internal defects such as pores, cracks, blow holes and macroscopic non-metallic inclusions that could have a significant effect on workability and usability. The internal soundness of the castings shall be ensured by conducting ultrasonic testing (UT). UT is to be conducted as per IS:9565. The supplier shall send the reference block along with the material as to have common reference.

7.3 LPI

To ensure freedom from surface defects L.P. test shall be done as per IS 11732 on the entire surface after finish machining. The surface shall be free from harmful defects.

7.4 MECHANICAL TESTING

- a) Mechanical test (Tensile and impact tests) shall be done as per IS 1608-2005. On the specimen from the test bars, which has undergone the same heat treatment alongwith the casting, proper correlation shall be maintained between the casting and the corresponding test bar of the same melt.

The properties shall meet the following requirements :

Yield Strength Mpa	Tensile strength Mpa	Elonga- tion	% Reduc- tion area	Impact Test J/cm ²	Bend Test
280 min.	520 min.	18 min.	25 min.	22 min.	60 degree

- b) A specimen of size 30 x 30 x 150 mm of the same cast material of the stand housing is to be sent along with the supply for our analysis.

8.0 TEST CERTIFICATE

Test Certificate from NABL approved lab. for material specification and chemical composition and guarantee certificate to substantiate the quality of material for trouble free operation should be furnished.

9.0 MARKING AND PACKING

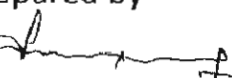
The casting shall be marked with cast number. The external surfaces shall be painted green and the machined surface shall be applied with rust preventive coating which can be easily removed by kerosene. The housing shall be suitably packed to avoid damage during transit.

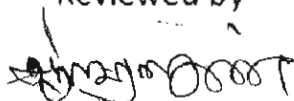
10.0 GUARANTEE CERTIFICATE

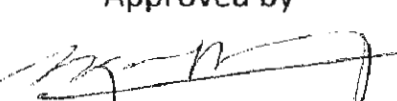
The materials notified shall be guaranteed for satisfactory performance against all manufacturing defects, raw material defects, faulty decision, bad workmanship etc. The liability under seller's guarantee certificate shall cover a total period of 18 months from the date of dispatch or 12 months from the date of actual usage of material whichever is earlier. The guarantee certificate to the above effect shall accompany the dispatch documents and in case of staggered delivery, the guarantee certificate shall accompany dispatch document each time.

11.0 INSPECTION AT SUPPLIER'S WORKS

The material shall be offered for inspection by BHEL Inspector for which advance notice of not less than 10 days shall be given. At the discretion of BHEL/SSTP this inspection at source may be waived by BHEL/SSTP and component may be inspected on receipt at BHEL/SSTP. However, the final acceptance will be given by SSTP/BHEL after assembling the assembly components in the housing at our works.

Prepared by
N. 
DY.MANAGER/TE

Reviewed by

SR.MANAGER/QA&C

Approved by

AGM/TE, SYSTEMS & SFW

ISSUED BY
TOOL ENGINEERING
SSTP

TDC/TE/MFG/08
REVISION NO.03 DATED 23.12.11
PAGE 3 OF 3

SECTION-J K

WELD HERE FOR MACHINING THE HOUSING TO PARTIAL THICK. AFTER MACHINING REMOVE WELDED PORTION

MATERIAL: 303 STAINLESS STEEL

Technical drawing of a mechanical assembly, showing a cross-section of a housing and a central component. The drawing includes dimensions in inches and millimeters, and labels for various parts and features.

Dimensions (Inches):


- Overall width: 180
- Overall height: 170
- Internal width (left): 130
- Internal width (right): 130
- Internal height (left): 130
- Internal height (right): 130
- Internal width (center): 100
- Internal height (center): 100
- Internal width (bottom left): 100
- Internal width (bottom right): 100
- Internal height (bottom left): 100
- Internal height (bottom right): 100

Labels and Notes:

- 1. Housing (Left)
- 2. Housing (Right)
- 3. Central Component
- 4. Housing (Bottom Left)
- 5. Housing (Bottom Right)
- 6. Housing (Top Left)
- 7. Housing (Top Right)
- 8. Housing (Center)
- 9. Housing (Bottom Center)
- 10. Housing (Top Center)
- 11. Housing (Left Side)
- 12. Housing (Right Side)
- 13. Housing (Bottom Center)
- 14. Housing (Top Center)
- 15. Housing (Left Side)
- 16. Housing (Right Side)
- 17. Housing (Bottom Center)
- 18. Housing (Top Center)
- 19. Housing (Left Side)
- 20. Housing (Right Side)
- 21. Housing (Bottom Center)
- 22. Housing (Top Center)
- 23. Housing (Left Side)
- 24. Housing (Right Side)
- 25. Housing (Bottom Center)
- 26. Housing (Top Center)
- 27. Housing (Left Side)
- 28. Housing (Right Side)
- 29. Housing (Bottom Center)
- 30. Housing (Top Center)
- 31. Housing (Left Side)
- 32. Housing (Right Side)
- 33. Housing (Bottom Center)
- 34. Housing (Top Center)
- 35. Housing (Left Side)
- 36. Housing (Right Side)
- 37. Housing (Bottom Center)
- 38. Housing (Top Center)
- 39. Housing (Left Side)
- 40. Housing (Right Side)
- 41. Housing (Bottom Center)
- 42. Housing (Top Center)
- 43. Housing (Left Side)
- 44. Housing (Right Side)
- 45. Housing (Bottom Center)
- 46. Housing (Top Center)
- 47. Housing (Left Side)
- 48. Housing (Right Side)
- 49. Housing (Bottom Center)
- 50. Housing (Top Center)
- 51. Housing (Left Side)
- 52. Housing (Right Side)
- 53. Housing (Bottom Center)
- 54. Housing (Top Center)
- 55. Housing (Left Side)
- 56. Housing (Right Side)
- 57. Housing (Bottom Center)
- 58. Housing (Top Center)
- 59. Housing (Left Side)
- 60. Housing (Right Side)
- 61. Housing (Bottom Center)
- 62. Housing (Top Center)
- 63. Housing (Left Side)
- 64. Housing (Right Side)
- 65. Housing (Bottom Center)
- 66. Housing (Top Center)
- 67. Housing (Left Side)
- 68. Housing (Right Side)
- 69. Housing (Bottom Center)
- 70. Housing (Top Center)
- 71. Housing (Left Side)
- 72. Housing (Right Side)
- 73. Housing (Bottom Center)
- 74. Housing (Top Center)
- 75. Housing (Left Side)
- 76. Housing (Right Side)
- 77. Housing (Bottom Center)
- 78. Housing (Top Center)
- 79. Housing (Left Side)
- 80. Housing (Right Side)
- 81. Housing (Bottom Center)
- 82. Housing (Top Center)
- 83. Housing (Left Side)
- 84. Housing (Right Side)
- 85. Housing (Bottom Center)
- 86. Housing (Top Center)
- 87. Housing (Left Side)
- 88. Housing (Right Side)
- 89. Housing (Bottom Center)
- 90. Housing (Top Center)
- 91. Housing (Left Side)
- 92. Housing (Right Side)
- 93. Housing (Bottom Center)
- 94. Housing (Top Center)
- 95. Housing (Left Side)
- 96. Housing (Right Side)
- 97. Housing (Bottom Center)
- 98. Housing (Top Center)
- 99. Housing (Left Side)
- 100. Housing (Right Side)

[illegible]

MATERIAL: GS 45.
EQUIVALENT MATERIAL: CAST STEEL 19-10-80



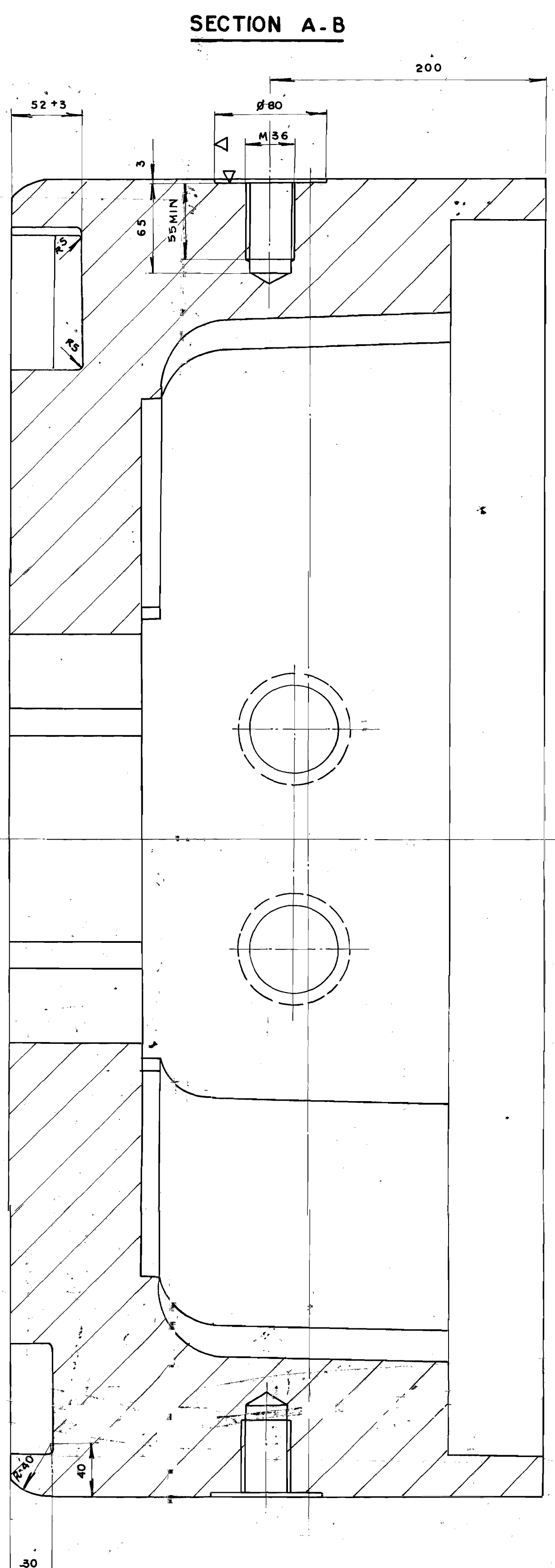
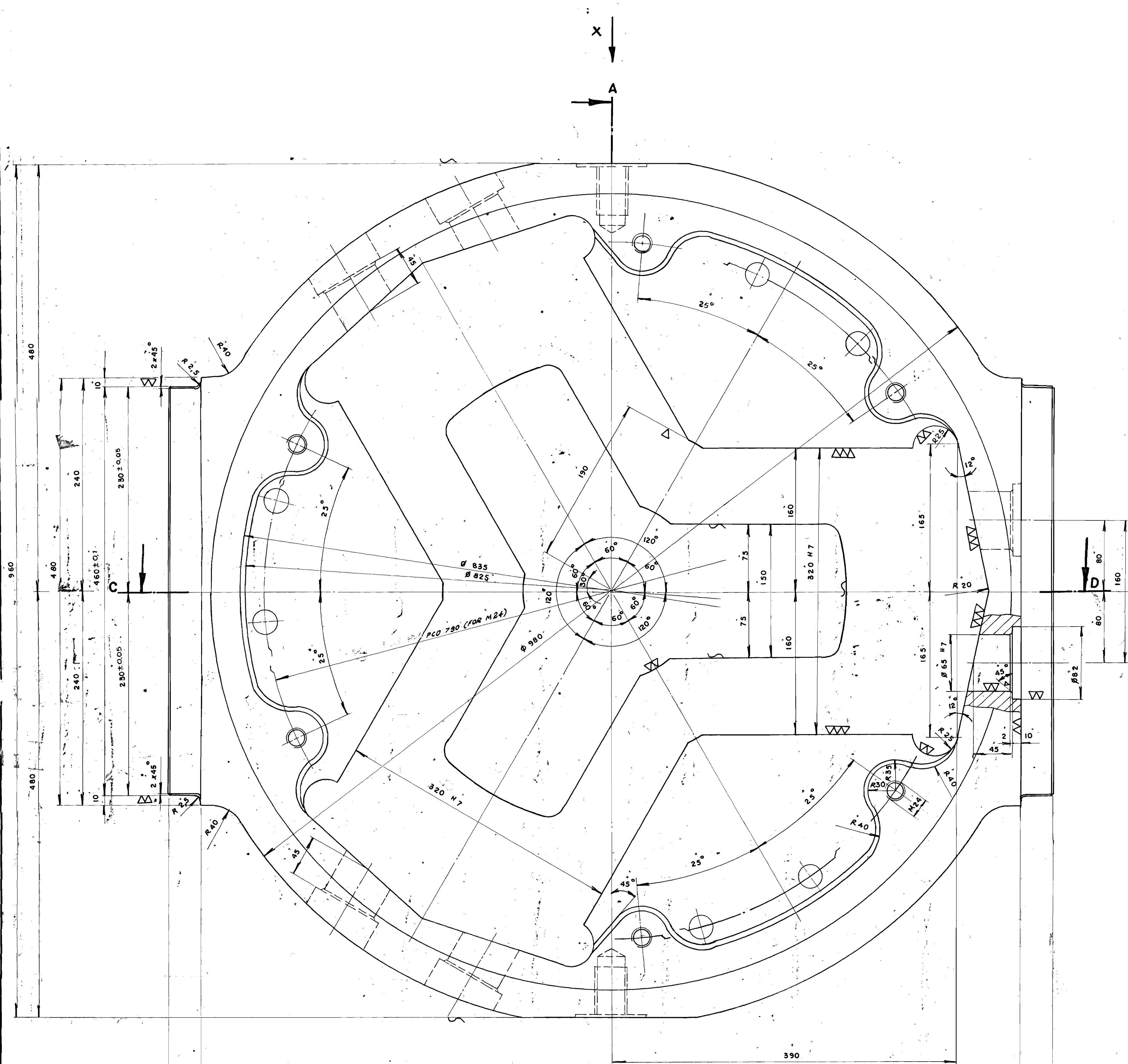
BHARAT HEAVY ELECT
SEAMLESS STEEL TUBE PLANT.

HOUSING (2 PARTS)

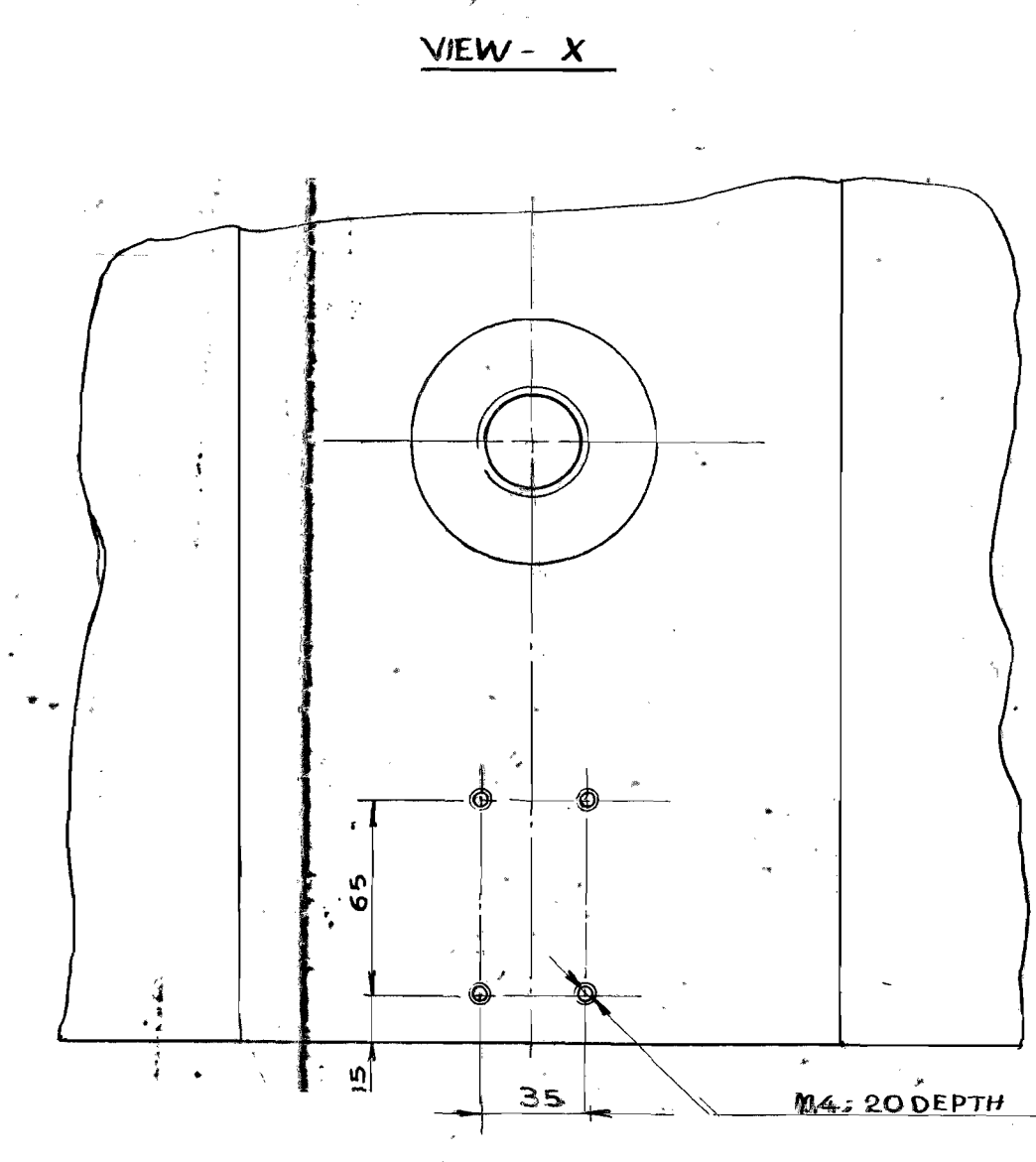
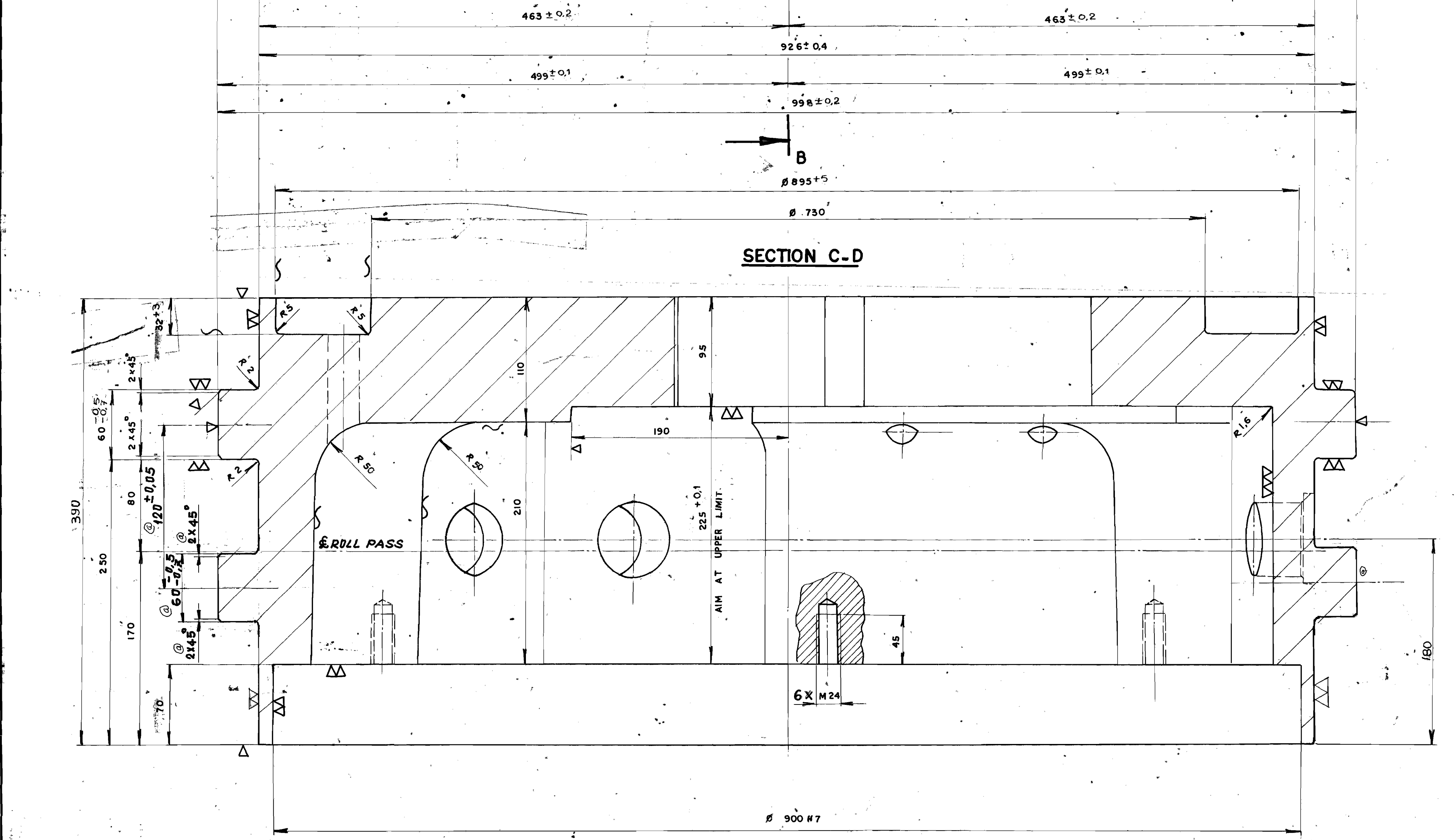
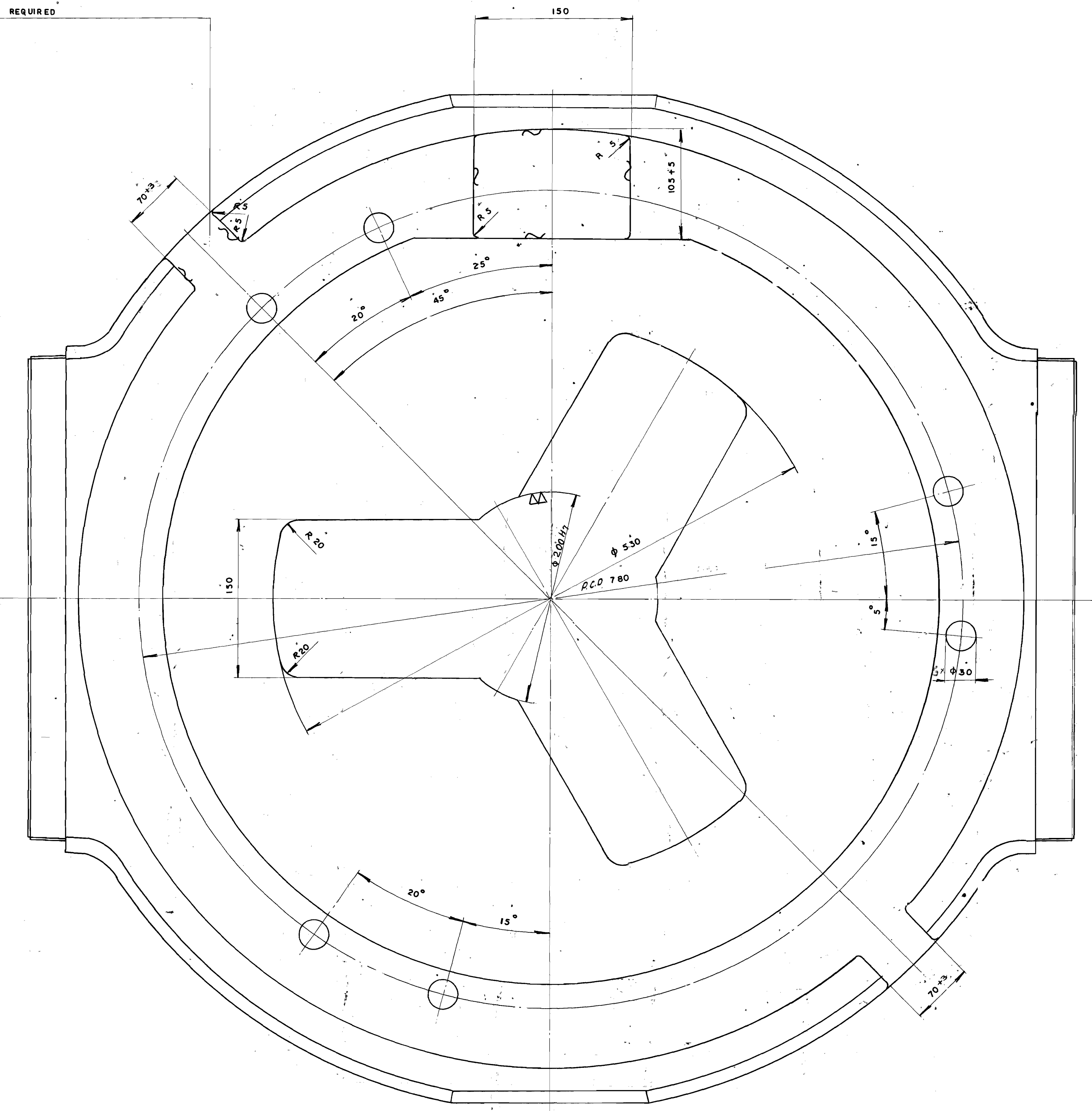
[illegible]

764 A0	$\frac{0}{-0.125}$
378 A9	$\frac{0}{-0.140}$
190 A59	$\frac{0}{+0.2579}$
385 A37	$\frac{0}{-0.2570}$
205 A8	$\frac{0}{-0.278}$
15 A9	$\frac{0}{-0.283}$
89 A7	$\frac{0}{+0.290}$
105 A7	$\frac{0}{+0.295}$
800 A7	$\frac{0}{+0.296}$
225 A8	$\frac{0}{+0.278}$
33 A13	$\frac{0}{+0.230}$
45 A15	$\frac{0}{+1.180}$
	$\frac{0}{+0.278}$

SL. No.	NOMINAL SIZE	TOLERANCE FIELD	DIVIATIONS
1.	900	H 7	+0.090
2.	320	H 7	+0.037
3.	200	H 7	+0.046
4.	65	H 7	+0.030



MACHINE PIPE CONDUIT AND RECESSES
IF REQUIRED



NOTE:-
 - MATERIAL:- GS-52-3
 - EQUIVALENT MATERIAL:- IS:1030 Gr-26-52
 - CAST HOUSING SO AS TO BE CONCENTRIC.
 - CAST CLEAN AND ACCURATE TO SIZE.
 - TO BE STRESS RELIEVING ANNEALED.

BHARAT HEAVY ELECTRICALS LTD.			
SEAMLESS STEEL TUBE PROJECT - TIRUCHIRAPPALLI - 14.			
FIRST ANGLE	SCALE	DRAWN	TOTAL NET WT. 935/-
CHECKED	1:1.5	APPROVED	TYPE
DATE	DATE	DATE	CD-ST-192-02-003
CAUTION		TITLE	
THE DRAWING IS TO BE USED FOR THE PURPOSE OF THE PROJECT ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE DRAWING OFFICE.		HOUSING	
A DATE ALTERED G.H. TO 14.07.94 APPD:		DRAWING No	
ZONE-ADDITIONALLY TWO RIBS ADDED.		00-ST-192-02-005	
05-228		01	

ANNEXURE-A

COMMERCIAL TERMS AND CONDITIONS APPLICABLE FOR HOUSING FOR SRM & PB TENDER.

INSTRUCTIONS TO THE BIDDERS:

1.0 QUOTATIONS

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked **“Part I - Technical and Un-priced commercial bid”**, indicating Tender No., Due Date and 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 Tender No., Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Part I and Part II of Tender No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST).

Tender should not be addressed to any Individual's name but only by designation to:

**SR. MANAGER / PURCHASE
BHARAT HEAVY ELECTRICALS LIMITED
SEAMLESS STEEL TUBE PLANT
TIRUCHIRAPALLI - 620 014
TAMIL NADU, INDIA**

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.

Offers should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the offers will not be considered.

2.0 PART I (TECHNICAL & UN-PRICED COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following:

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed is to be provided. If there are any deviations, the same should be clearly specified. Offers received without confirmation to our specification will be rejected.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.

2.1.7. Offers shall be submitted by the Original Equipment Manufacturer. In case of foreign bidder, the Principal's offer should be enclosed.

2.1.8.

2.2 Un-Priced Commercial

This part shall include / indicate the following:

- 2.2.1. Acceptance of commercial terms and conditions by the bidders
- 2.2.2. Port of shipment / Station of despatch
- 2.2.3. Terms of payment
- 2.2.4. CFR price upto Chennai port (for foreign bidders).
- 2.2.5. FOR /BHEL, Tiruchy price along with freight charges upto BHEL, Tiruchy Indicated separately (for Indian bidders)
- 2.2.6. Taxes, Service tax & duties including cess applicable.
- 2.2.7. Delivery Schedule
- 2.2.8. Offer validity
- 2.2.9. Country of origin
- 2.2.10. Percentage of agency commission if any along with a copy of Agency agreement. The CFR prices quoted shall include the agency commission.
- 2.2.11. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed.

3.0 PART II (PRICE- BID)

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part I.

4.0 OPENING OF TENDERS

The Part I - Technical & Un-priced commercial bid alone would be opened on the Tender opening date.

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the Price Bid opening date. Clarifications if any required by BHEL for Technical evaluation / commercial evaluation would be sought from Bidders before opening of Part II - price bid.

5.0 GENERAL

- 5.1. Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. Incomplete offers will not be considered for further processing.
- 5.2. **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- 5.3. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency, which should be clearly indicated in the un-priced commercial bid as well as in the price bid.
- 5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net **CFR / Chennai Seaport / Airport**. Freight charges upto Chennai port to be indicated separately. Indian Bidders should submit their offer for **FOR/ SSTP/ BHEL, Tiruchy basis**. Freight charges from Supplier works to BHEL, Tiruchy to be indicated separately. Delivery from the date of Letter of Intent / Purchase Order to be mentioned in the offer.

- 5.5. **Taxes and Duties :** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverambur
- 5.6. **Validity :** The offers for main equipment and spares shall be kept open for acceptance for a period of **180 days (one hundred and eighty days)** from the date of opening of the tender (Part I).
- 5.7 **Indian Agent & Agency commission:**
- 5.7.1. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.
- 5.7.2. 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.
- 5.7.3. 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.
- 5.7.4. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- 5.7.5. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- 5.7.6. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorised representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- 5.7.7 The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal.
- 5.8. **Short shipment / Warranty replacement:** In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the supplier. Any warranty replacement during the warrantee period shall be on FOR/BHEL, Tiruchirappalli, basis.
- 5.9. **Inspection & Testing:** All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however; final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Tiruchirappalli.

- 5.10. **Cenvat & VAT credit** : (for Indigenous Bidders only) The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case it is charged to BHEL. If the bidder is availing Cenvat credit for his input materials, the effect of proforma credit should be passed on to the purchaser.
- 5.11. **Packing:** The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / air / rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.
- 5.11.A Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)
.FOR THIS PURPOSE IT IS PREFERABLE TO HAVE YOUR OFFER ON FOR/SSTP or CFR/CHENNAI basis, as the case may be.
- 5.12. BHEL also reserve its right to allow to the Public Sector Enterprises ordering and price preference facilities as admissible under the existing policy.
- 5.13. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- 5.14. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.
- 5.15. **BHEL reserves the right to go for a Reverse Auction (RA)** instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

Annexure- B

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

5.16. **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party

- have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.
- 5.17. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is bidding on both the parties to the business.
- 5.18. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
- 5.19. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.
- 5.20. Bidders participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / 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 then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.
- 5.21 **Guarantee:** The equipment shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier.

Annexure-C

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

SI No.	Description	Vendor's confirmation
1	<p>Payment terms: 100% payment, within 45 to 90 days, after successful supply & acceptance of equipment at BHEL, Tiruchy, Or In case of import, an Irrevocable unconfirmed Letter of Credit shall be established for 100% of material cost 1½ months prior to shipment with a and validity of 3 months (including the document negotiation period). This L/C will be negotiable against shipping documents. All LC opening charges in India and outside India will be to to the supplier's account. Loading for deviation on payment terms if the above is not agreed by vendor will be @ 1.5% per month..</p>	
2.	<p style="text-align: center;">TERMS OF DELIVERY CFR/ CHENNAI (Import) & FOR/SSTP Stores (indigenous)</p>	
3	<p>Currency of payment: In case of foreign bidders please indicate the currency like Euro / US\$ / GBP etc. For indigenous bidders the currency shall be Indian Rupees</p>	
4	<p>Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an unconditional penalty at the rate of ½% of the value of goods for each week of delay subject to a maximum of 10% of the Purchase Order value. If any vendor does not accept LD ½% of the value of goods for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the technical bid not processed. Bidders accepting for maximum LD percentages in between 5% to 10% will be loaded @ %age deviation from 10% and their accepted %age. Eg. If a bidder accepts for a max of 7% LD, their offer would be loaded @ 3% (10 – 7 = 3). As regards LD, the delivery date (FOR dispatching station for indigenous / FOB delivery for import) shall be considered.</p>	
5	<p>Risk purchase: If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL 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</p>	

	despatch within the delivery period mentioned in the Purchase Order.	
6	Delivery: DELIVERY REQD BY BHEL/SSTP is 8 MONTHS for ALL Items. Bidder shall indicate the delivery period required for the following activities. (a) Firm Time period, from the date of Letter of Intent (LoI), required for delivery of the equipment, (FOR dispatching station for indigenous / FOB delivery for import) to be indicated.	
7	Agency Commission: Please specify the %age agency commissioning, if applicable or else please mention "not-applicable"	
8	Validity: Validity of the offer should be 180 days from the date of tender opening.	
9	Contacts: Details of contact person's name, designation, department with complete postal and email address along with phone and fax numbers to be mentioned	
10	Port of loading:	
12	Country of origin:	
13	Weight: Approximate Net weight of the total consignment Approximate Gross weight of the total consignment	

Date:

Signature:

Name:

Designation:

Department: