

ANNEXURE – ‘A1’
COMMERCIAL TERMS AND CONDITIONS
(To be filled in full and to be submitted along with offer)

Annexure-‘A’ (Import Supply) to Enquiry

Sl. No.	Buyer’s preference	Seller’s acceptance
1	Price (Firm till completion of order, Offer with price variation clause is not acceptable).	
2	Delivery term (FOB Airport/Seaport).	
3	Packing & Forwarding (If extra, to be indicated separately in lump sum basis).	
4	Freight & Insurance (If extra, to be indicated separately in lump sum basis).	
5	Delivery Period (To be indicated clearly from the date of PO / Mfg. clearance)	
6	Validity of offer: 90 days from the date of Tender opening.	
7	Name of nearest Airport/Seaport.	
8	Approximate weight & Dimension of the goods.	
9	Payment term (100% by Unconfirmed irrevocable Letter of credit payable at sight. All Charges in India to BHEL A/c and outside India to beneficiary’s A/c.	
10	Name your bankers on whom the L/C negotiation can be restricted with SWIFT CODE.	
11	Deviation Report on buyer’s specification is enclosed, if any.	
12	L.D. Clause as mentioned in the Enquiry (Penalty for delayed delivery) @ 0.5% per week (Max. 10%) beyond the agreed delivery date.	
13	Details of your Indian Office/Agent (if any).	
14	Indian Agency Commission, if any (to be quoted clearly & payable in Indian Rupees.	
15	Original manufacturer’s Name with country of origin.	
16	Country of origin & Confirmation for the submission of Country of origin Certificate.	
17	Performance bank Guarantee for 10% of Contract Value valid for 12 months from the date of commissioning/putting into use or 18 months from the date of supply whichever is earlier. PBG shall be from BHEL consortium Banks.	
18	Risk Purchase clause: Your confirmation to our standard risk purchase clause that 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 substitute therefor. 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 12 above.	
19	Guarantee Clause: The materials are to be guaranteed for satisfactory performance for period of 12 months from the date of commissioning/putting in to use. OR 18 months from the date of dispatch, which ever is earliest and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on FOR Ranipet/Destination basis within a reasonable time.	
20	Test Certificate: Confirmation for the submission of Test Certificate	

Note:

- 1) Customs duty as applicable will be loaded during the offer evaluation.
- 2) The exchange rate as on technical bid opening will be considered for offer evaluation.
- 3) Guidelines for Indian agents are enclosed.

Name & designation of seller

ANNEXURE – A2

REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION

(To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	Specification	Quality Plan SQP:E:202 rev 00	
03	Drawings	3-79-024-01566 / Rev 01 3-79-024-01567 / Rev 01	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer.[In case of NO deviation is taken, NIL report to be submitted]	

Date :

VENDOR'S SIGNATURE WITH SEAL

(To be submitted along with the offer)

SPECIFICATION DEVIATION DISPOSITION REPORT				
Specn			Item	
Eng.No & Date				
Vendor Name				
SPECN				
Page	Clause	Details Of Deviation With Reason		Disposition By Bhel
Signature Of Vendor				Reviewed By
" AGREED DEVIATION " if any to be incorporated in the PO in the event of order.				APPROVED BY

Date :

VENDOR's SIGNATURE WITH SEAL

ANNEXURE – ‘A’
COMMERCIAL TERMS AND CONDITIONS
 (To be filled in full and to be submitted along with offer)
 Any deviation to the BHEL standard clauses, will be loaded with basic price

SL. NO.	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S CONFIRMATIONS
01.	PRICE	Firm till completion of order.	
02.	DELIVERY TERMS	F.O.R. DESTINATION (Destination: BHEL Stores / Ranipet)	
03.	PACKING & FORWARDING	Included. (if extra indicate clearly in %)	
04.	FREIGHT & INSURANCE	Included. (if extra, pls. indicate freight & insurance charges separately in %)	
05.	EXCISE DUTY in %	To be indicated by supplier. (MODVAT copy to be provided along with supply)	
06.	SALES TAX in %	To be indicated by supplier. (Concessional form C / XVII will be given)	
07.	OCTROI	If any, to supplier's account only.	
08.	PAYMENT	1) 100% within 45 days after receipt & acceptance of materials at our end for MSME suppliers and 2) 100% within 90 days after receipt & acceptance of materials at our end for Non-MSME suppliers. [SPECIAL NOTE: ANY DEVIATION TO THIS CLAUSE SHALL BE LOADED WITH QUOTED BASIC WHILE EVALUATING THE OFFER].	
09.	DELIVERY PERIOD	As per enquiry or In terms of weeks.	
10.	L.D. CLAUSE: As indicated in Enquiry (As per IMPORTANT NOTE) @ 0.5% per week, max of 10% for the delayed delivery. [SPECIAL NOTE: ANY DEVIATION TO THIS CLAUSE SHALL BE LOADED WITH QUOTED BASIC PRICE WHILE EVALUATING THE OFFER].		
11.	OFFER VALIDITY	Minimum 90 days from the date of tender opening.	
12.	INSPECTION BEFORE DISPATCH	Will be done at supplier's works before dispatch by BHEL/BHEL Approved agency.	
13.	TEST CERTIFICATE	Required.	
14.	Risk Purchase clause : Your confirmation to our standard risk purchase clause that 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 substitute therefor. 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 10 above.		
15.	BHEL Standard Guarantee Clause: Your confirmation to our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet/ Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order		
16.	MSME / Non MSME Status: Pls. mention whether your company falls under the category – MSME or non MSME. If MSME - Micro, small or medium enterprise, copy of certificate attested by certified chartered accountant shall be submitted along with the offer. [IMPORTANT NOTE: - MSE suppliers can avail intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement of EM II) or valid NSIC certificate or EM II certificate along with attested copy of a chartered accountant certificate (Format enclosed as Annexure-1 where deemed validity EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized of attested by a gazetted officer.]		
17.	Place of Manufacturing: Pls. mention your complete address of the place of manufacturing.		
18.	Performance Bank Guarantee (10% of total order value)		

The above format shall be completely filled and deviation if any shall be clearly spelt out. The columns which are not applicable shall be mentioned as "Not Applicable". No column should be left without filled up and this may be liable for rejection of offer.

DATE:

SIGNATURE WITH SEAL

ANNEXURE – A TO ENQUIRY NO: 4241321E Dt. 20.02.2015
REQUIREMENT OF TECHNICAL DETAILS /CONFIRMATION
(To be filled in full and to be submitted along with offer)

S.NO	DESCRIPTION	BHEL'S REQUIREMENT	SUPPLIER'S COMMENTS
01	SPECIFICATION	Clause wise / Point wise confirmation to be given in TOTO for all specifications & to be submitted along with offer. (i.e Xerox copy of specn duly filled with your acceptance / comments duly signed & sealed).	
02	Specification	Quality Plan SQP:E:202 rev 00	
03	Drawings	3-79-024-01566 / Rev 01 3-79-024-01567 / Rev 01	
04	SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR)	Attached SDDR to be filled & submit along with offer.[In case of NO deviation is taken, NIL report to be submitted]	

Date :

VENDOR's SIGNATURE WITH SEAL

(To be submitted along with the offer)

SPECIFICATION DEVIATION DISPOSITION REPORT			
Specn			Item
Enq.No & Date			
Vendor Name			
SPECN			
Page	Clause	Details Of Deviation With Reason	Disposition By Bhel
Signature Of Vendor			Reviewed By
" AGREED DEVIATION "		APPROVED BY	
if any to be incorporated in the PO in the event of order.			

The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above is applicable . Such Commercial Terms and Conditions in the main offer may be considered null and void by the Purchaser and this is accepted by us.

Date :

VENDOR's SIGNATURE WITH SEAL

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)

Annexure Z -Item details

Tenders are invited from prospective manufacturers for supply of Lock Bolts and Collors for Shock Pads and Connecting Electrodes of ESP for various projects with Drawings 3-79-024-01566 / Rev 01 3-79-024-01567 / Rev 01 and Standard Quality plan: SQP:E:202 rev 00.

Enq.Sl.no	Product	Qty	Drawing No.	Delivery Req'd.
01	Shock Pad Lock bolts M16X65 MM	25000	3-79-024-01566/01	12500/24.09.2017, 12500/24.09.2017
02	Collor for Shock Pad Lock bolts M16X65 MM	25000	3-79-024-01566/01	12500/24.09.2017, 12500/24.09.2017
03	CE Lock bolts M12X45 MM	200000	3-79-024-01567/01	100000/24.10.2017, 100000/24.10.2017
04	Collor for CE Lock bolts M12X45 MM	200000	3-79-024-01567/01	100000/24.10.2017, 100000/24.10.2017

1. Pointwise specific confirmation to BHEL SPECIFICATION to be given in the Techno-Commercial Bid without fail; otherwise offer may not be considered.

2. In case of supplies from any new foreign suppliers, who are not in BHEL Product Material Directory, material inspection shall be carried out by Third Party Inspection Agency like Lloyds or SGS or BVQI prior to shipment at Supplier's work and total inspection charges shall be borne by the supplier only. (Quoted price shall be inclusive of TP inspection charges). For indigenous suppliers, first inspection will be carried out by BHEL only and subsequent inspections will be by BHEL/BHEL approved Third Party Inspection Agencies.

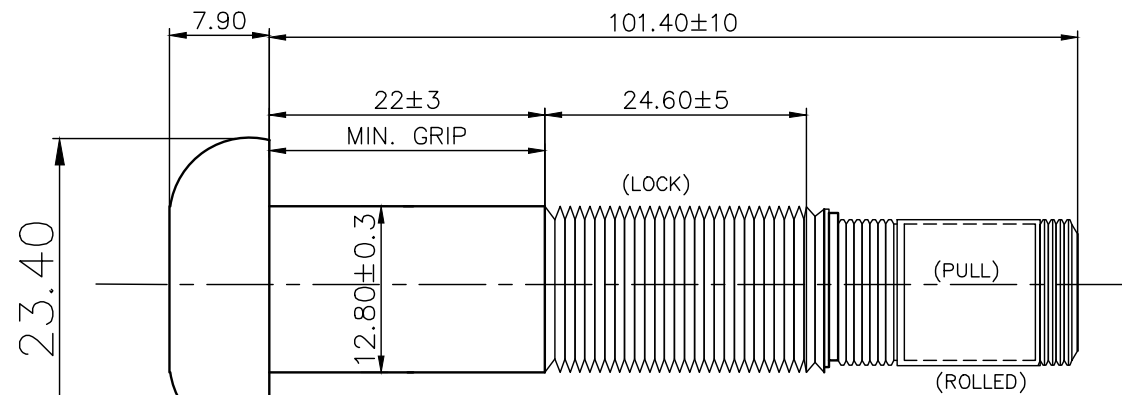
3. Offer to be submitted through Enterprise Procurement System (EPS) only .In case of direct hard copy offers, the same will be returned to the supplier without opening.

4. Pre Qualification Criteria - (1) The supply shall be as per drawing and quality requirement as per SQP:e:202 Rev 00, deviation if any, the "deviation summary " shall be submitted for our technical evaluation.

(2) The new supplier/First time supplier to BHEL Ranipet shall fill all the details as called in the Supplier's Registration Form through online as stated above.

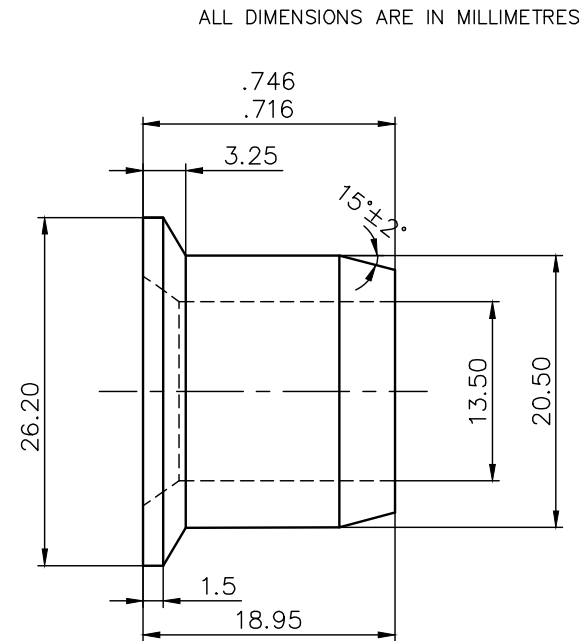
5.BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.

3-79-024-01567
DRAWING NO.

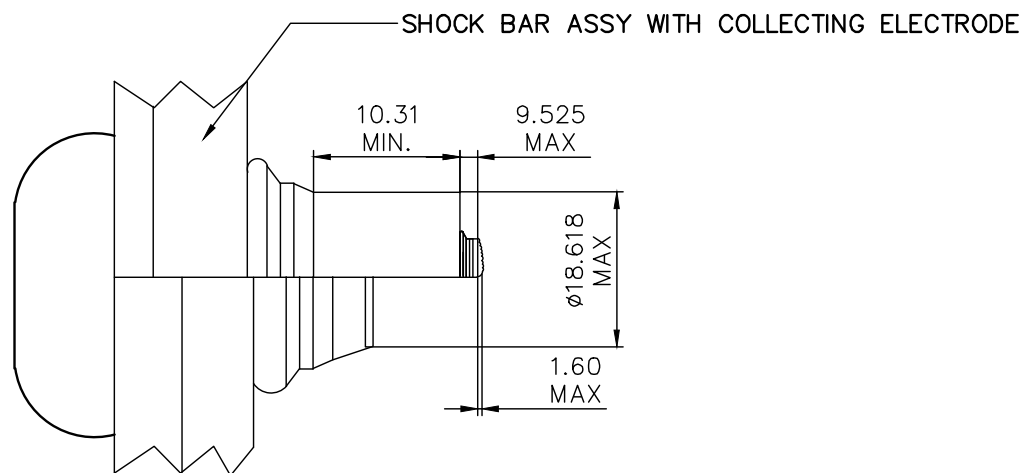


PIN: (MEDIUM CARBON STEEL)
ROD ϕ 25-130

FASTENER VALUES	
MINIMUM CLAMP	12,050 LBS
MINIMUM TENSILE	17,050 LBS
MINIMUM SHEAR	14,400 LBS



COLLAR: LOW CARBON STEEL
ROD ϕ 32-30



INSTALLED FASTENER

01

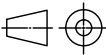
Note:

Manufacturer's identification shall be marked by unique identifier to identify the manufacturer. Located on the top of the bolt head and shall be raised or depressed at the manufacturer's option.

THE OFFERED LOCK BOLTS SHALL BE AS PER
BS 7805:PART 2:1997 OR EQUIVALENT

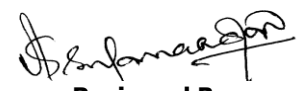
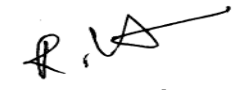
REV	DATE	ALTERED	SAJAL
01	230112	CHECKED	C.Ganesh
ZONE	Note added.		

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TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT									
 BHARAT HEAVY ELECTRICALS LTD., UNIT: BOILER AUXILIARIES PLANT. RANIPET — 632 406.				DRN	NAME MANICK	SIGN 	DATE 01-06-09	NO.OF VAR.	
				CHD	M.MANI		01-06-09	—	
				APPD	M.MANI		01-06-09		
DEPT AQCS	GRADE OF UNTOL.DIM		SCALE	WEIGHT (KG).		REF. TO ASSY/OLD DRG. 4-79-024-00776		ITEM NO.	NO. OF ITEMS
CODE 862	PR: QA: 500		N.T.S						
TITLE CE LOCK BOLT(1/2")M12X45 & COLLAR				CARD CODE U 01	DRAWING NO. 3-79-024-01567				REV 01

 BHEL: BAP: RANIPET QUALITY ASSURANCE RANIPET		STANDARD QUALITY PLAN SYSTEM: Electrostatic Precipitator (Mech. Item) SUB SYSTEM: COLLECTING ELECTRODE – LOCK BOLT & COLLAR (Swaged Collar Grooved Rivets – Pin & Collar)					QP: NO:		SQP: ESP: 202	
							REV. NO.		00	
							DATE:		16/10/2014	
							PAGE:		1 of 2	
SI No 1	Component & operation 2	Characteristics 3	Type of Check 4	Quantum of Check 5	Reference Documents 6	Acceptance Norms 7	Format Of Records 8	Agency M B 9		Remarks 10

1.0	Raw material								
1.1	Pin – Medium Carbon Steel (Round Head)	Check for Carbon Content	Chemical Analysis	2 Nos per Heat #	Material As per BS:7805-Part 2 or its equivalent	TC	P	V / W #	# Supplier has to conduct chemical test for all the heat nos. BHEL will random witness any one test for chemical test either at works or at NABL approved lab.
1.2	Collar – Low Carbon Steel	Check for Carbon Content	Chemical Analysis	2 Nos per Heat #	Material As per BS:7805-Part 2 or its equivalent	TC	P	V / W #	
2.0	Finishes								
2.1	Steel pin shall be black Phosphated & oiled before packing.	Surface finish	Visual	100 % - by M 20 % - by B	Black Phosphated	R	P	V	\$ Supplier has to conduct load test both shear & tensile one no. per heat. BHEL will random witness one shear and one tensile load test either at works or at NABL approved lab.
2.2	Steel collars shall be zinc plated and passivized.	Surface finish	Visual	100 % - by M 20 % - by B	BS 7371 – Part 3 (Zn5A)	R	P	V	
3.0	Dimensions	Dimensions of Collar & Pin	Measurement	100 % - by M 20 % - by B	As per BHEL Drawing and note 1 & 2	R	P	W	
4.0	Performance Testing								
4.1	Shear Load test	Load Test	Measurement of Load	1 no per heat \$	Testing as per BS:7805-Part 2 and for Test values – refer BHEL drawing	R	P	V/ W \$	
4.2	Tensile Load test								

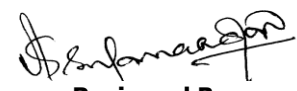
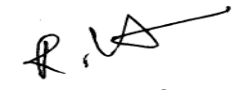
LEGENDS: M:- MANUFACTURER/ SUBCONTRACTOR, B:- BHEL/AUTHORISED INSPECTION AGENCY, P:- PERFORMED, V:- VERIFICATION, W:- WITNESS, R:- REPORT C:- CUSTOMER, CHP:- CUSTOMER HOLD POINT TC:- TEST CERTIFICATE	 Prepared By (Ajay Kumar) Sr. Engineer/QA	 Reviewed By K. JOTHI ARULANANDAM DY. MGR/QA	 Approved By R.Arunachalam Sr. Manager/QA (Mech)
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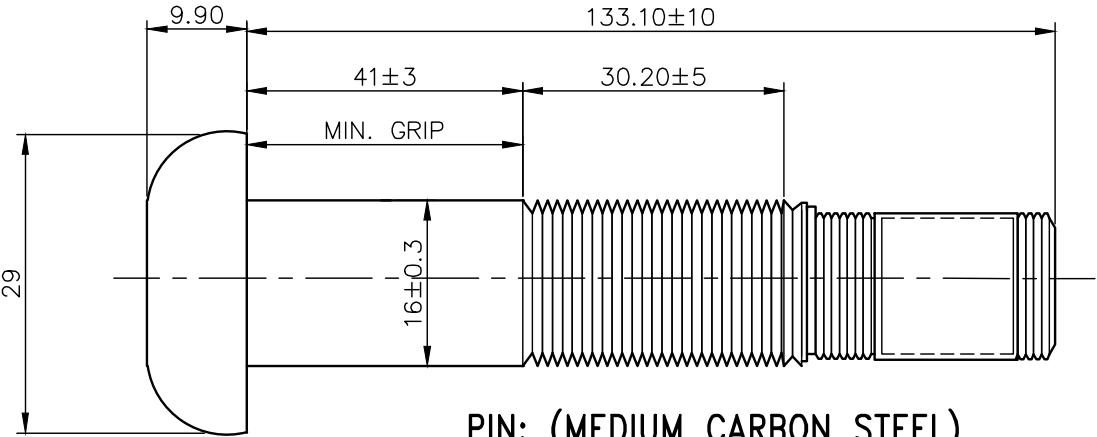
 BHEL: BAP: RANIPET QUALITY ASSURANCE RANIPET		STANDARD QUALITY PLAN SYSTEM: Electrostatic Precipitator (Mech. Item) SUB SYSTEM: COLLECTING ELECTRODE – LOCK BOLT & COLLAR (Swaged Collar Grooved Rivets – Pin & Collar)					QP: NO:		SQP: ESP: 202	
							REV. NO.		00	
							DATE:		16/10/2014	
							PAGE:		2 of 2	
SI No 1	Component & operation 2	Characteristics 3	Type of Check 4	Quantum of Check 5	Reference Documents 6	Acceptance Norms 7	Format Of Records 8	Agency M B 9		Remarks 10

5.	Packing & Preservation	Packing	Visual	100% by M 20 % - by B	The pin & collar shall be packed separately in a bubble polythene cover after that a thick polythene cover and finally put in a carton box, so that all the thread of pin shall be protected and rust free.	R	P	V	
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Note: 1. Marking shall be done on the head of pin as per BHEL drawing shop note. It is a must and to be ensured 100% by supplier.
2. Rivets shall be free from harmful defects. Splits in periphery of head shall not exceed 0.25mm deep X 0.5mm wide.

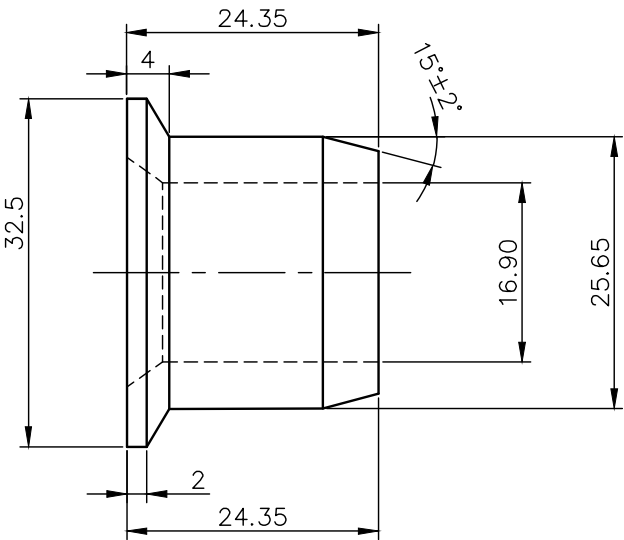
Record of Revision		
Rev. No.	Date	Details of Revision
00	16.10.2014	1. Fresh release/ Original issue 2 . Based on the Purchase feedback QA has released this SQP.

LEGENDS: M:- MANUFACTURER/ SUBCONTRACTOR, B:- BHEL/AUTHORISED INSPECTION AGENCY, P:- PERFORMED, V:- VERIFICATION, W:- WITNESS, R:- REPORT C:- CUSTOMER, CHP:- CUSTOMER HOLD POINT TC:- TEST CERTIFICATE	 Prepared By (Ajay Kumar) Sr. Engineer/QA	 Reviewed By K. JOTHI ARULANANDAM DY. MGR/QA	 Approved By R.Arunachalam Sr. Manager/QA (Mech)
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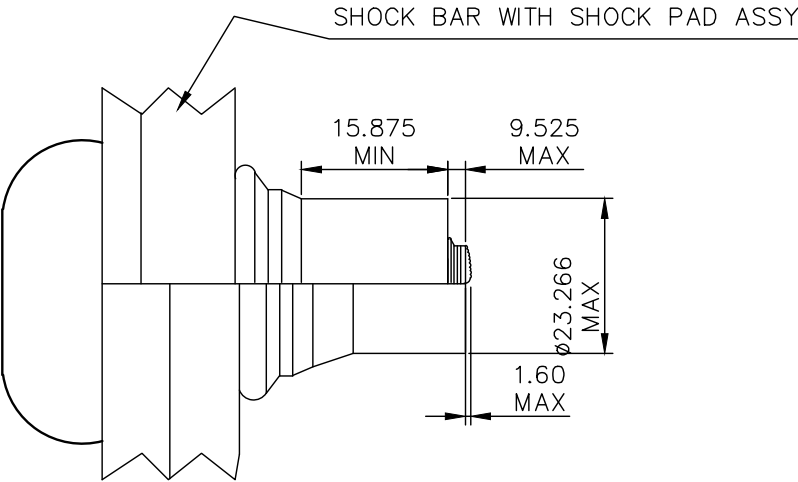


PIN: (MEDIUM CARBON STEEL)
ROD $\varnothing 32-150$

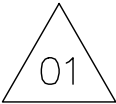
FASTENER VALUES	
MINIMUM CLAMP	19,200 LBS
MINIMUM TENSILE	27,100 LBS
MINIMUM SHEAR	22,500 LBS



COLLAR: LOW CARBON STEEL
ROD $\varnothing 32-30$



INSTALLED FASTENER

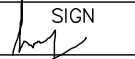
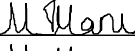
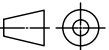


Note:
Manufacturer's identification shall be marked by unique identifier to identify the manufacturer. Located on the top of the bolt head and shall be raised or depressed at the manufacturer's option.

THE OFFERED LOCK BOLTS SHALL BE AS PER
BS 7805:PART 2:1997 OR EQUIVALENT

REV	DATE	ALTERED
01	230112	Sajal CHECKED C.Ganesh
ZONE	Note added.	

CAUTION: The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT									
 BHARAT HEAVY ELECTRICALS LTD., UNIT: BOILER AUXILIARIES PLANT. RANIPET — 632 406.				DRN	NAME MANICK	SIGN 	DATE 01-06-09	NO. OF VAR.	
				CHD	M.MANI		01-06-09	-	
				APPD	M.MANI		01-06-09		
DEPT AQCS	GRADE OF UNTOL.DIM		SCALE N.T.S	WEIGHT (KG).	REF. TO ASSY/OLD DRG.			ITEM NO.	NO. OF ITEMS
CODE 862	PR: QA: 500				4-79-024-00777				
TITLE SHOCK PAD LOCK BOLT (5/8") M16X65 & COLLAR				CARD CODE U 01	DRAWING NO. 3-79-024-01566			REV 01	