



TERMS & CONDITIONS FOR PROCUREMENT OF BW FITTINGS -- FOREIGN & INDIGENOUS

RC ENQ 4101200107 DT 22.11.2012

SL NO	BHEL REQUIREMENT	AGREE	DISAGREE
1	<p>TYPE OF BID – Offers are invited to submit in single/ Two parts A.In case of Single Part Bid no deviation shall be taken and bids will be rejected if any deviation is taken. The order will be finalized based on price /negotiation/RA with all other conditions being accepted by the bidder.</p>	NA	NA
	<p>B.In case of Two part bid, the following procedure shall be followed. Part-I TECHNICAL - CUM – COMMERCIAL PART (Un priced) :- This part of the Bid shall contain following Technical and Commercial Points only (Except Price Portion)</p> <ul style="list-style-type: none"> Acceptance to our TDC103 rev 02 (Technical delivery condition) as given in the tender. Deviation if any shall be clearly indicated separately. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE. Copy of price bid without price part to know the items for which you are quoting against this tender. (Money values shall Not be indicated i.e.unpriced bid). 		
	<p>PART II PRICE PART :</p>		
	<p>Foreign vendors- The unit price shall be quoted on CFR Chennai port Insurance will be borne by BHEL .</p>		
	<p>Indigenous vendors-The unit price on FOR Trichy/Site basis. (Including freight and insurance)</p>		
	<p>The price shall include all testing, IBR inspection, packing & Forwarding charges. PLEASE DO NOT QUOTE ON EX –WORKS BASIS. This part of the Bid shall contain item-wise Price details against each Enquiry Sl.No. and the same shall be put in a sealed cover duly indicating Tender No, Tender Opening date, and “Price Bid” on the Sealed cover. Price quoted by the Supplier, itemwise including Taxes & Duties shall be furnished. Preconditions for price will not be accepted. Both the above referred parts(part I , part II) of the Bid each sealed in a separate cover shall be put in a sealed outer cover duly indicating Tender No.& Date, Tender Opening date and to be sent to</p>		
	<p align="center">MANAGER / PURCHASE (FITTINGS) BHEL: PIPING CENTRE 80, G.N CHETTY STREET T.NAGAR, CHENNAI 600 017</p>		
<p>TENDER SHALL BE PROCESSED BY E-PROCUREMENT & REVERSE AUCTION</p>			
<p>HOWEVER BHEL RESERVES THE RIGHT TO FINALISE THE PRICES BY OPENING THE SUBMITTED SEALED PRICE BID, WHICH WILL BE INFORMED AFTER TECHNICAL EVALUATION..</p>			
<p>Price Comparison shall be made by considering the Exchange rates as on Technical bid opening date.</p>			
2	<p>If you are not interested / not in a position to participate in the tender, please send regret letter for not participating, before due date of the tender.</p>		
3	<p>You are requested to quote only for the sizes / spec for which are within your manufacturing range and approved by BHEL, Piping Centre.</p>		

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4	<p>Test certificates as called for in the TDC shall be sent to Purchase / Piping centre BHEL Chennai immediately after the shipment / dispatch of items and not through Bank.</p> <p>Inspection documents shall be furnished for each batch of dispatch / consignment. If entire P O quantity is manufactured in one lot but dispatched in phased manner, original IBR should be sent along with the first consignment and the attested Xerox copy of IBR shall be sent for subsequent consignments.</p> <p>Soft copy of the all the test certificates shall also be submitted through email.</p>		
5	Year of Code for Viz. the standards ASME B16.9, ASME B 28 & ASME B.16.11 etc. shall be latest and the specific year is to be mentioned in the Manufacturer's test certificates, as well as in IBR Form III-C. Also the relevant Year Code for material standard and the NDT standard (ie U.T/LPI/MPI) has to be mentioned.		
6	VALIDITY OF THE OFFER:- The quotation shall be valid at least for a period of ONE YEAR from the date of final reverse auction / Price bid opening . Offer with lesser validity may not be considered		
7	DELIVERY SCHEDULE :- 4 MONTHS from LOI / PO date DELIVERY IS THE ESSENCE OF THE CONTRACT. As delivery will affect our project requirements, kindly quote for the above delivery period only.		
8	<p>TERMS OF DELIVERY :-</p> <p>Indigenous vendors : FOR Trichy/Site basis</p> <p>Foreign vendors : CFR-Chennai port, VENDORS QUOTING ON CFR BASIS SHALL ARRANGE FOR FREE CONTAINER RETENTION PERIOD OF 21 DAYS FOR CLEARANCE OF CARGO .</p>		
9	TAXES & DUTIES:- Please indicate clearly the percentages of applicable taxes, duties like CST, Excise Duty or any other taxes / duties.		
10	<p>TRANSPORT:- .</p> <p>For Indigenous suppliers:. Wherever DTS advice is given , fittings shall be directly sent to respective project sites . The remaining items shall be sent to Trichy Stores.</p> <p>For Foreign suppliers: All Items are to be shipped to Chennai Port India.</p>		
11	Preservation & Identification :- As per respective Technical Delivery Condition.		
12	<p>INSPECTION :-</p> <p>Indigenous suppliers.</p> <p>a) IBR & BHEL/Third Party inspection agency for CS & AS materials. b) Only BHEL/Third Party inspection agency for SS Materials. No IBR inspection for SS materials.</p>		
	<p>Foreign suppliers SGS / BV /LLOYDS/TUV / IBR approved inspection agency.</p>		

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13	<p>Inspection Charges:-</p> <p>Inspection charges of BHEL/ Their representative are to BHEL A/c. Any other testing charges and IBR inspection charges should be included in the quoted prices.</p>		
14	<p>GUARANTEE :</p> <p>Vendors shall guarantee the supplies for a period of 24 months from the date of dispatch of materials or 18 months from the date of their commissioning whichever is earlier.</p>		
15	<p>LD CLAUSE :-</p> <p>If the supplier fails to deliver the fittings 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 a maximum of 15% of the price of delayed/undelivered portion.</p> <p>For the purpose of LD , the delivery date will be reckoned as follows:</p> <ul style="list-style-type: none"> a) For foreign/Imported vendors: Date of Bill of Lading will be taken as delivery date. b) For Indigenous sources: LR date will be taken as the delivery date. 		
16	<p>TERMS OF PAYMENT: No advance payment shall be made by BHEL.</p>		
16.a	<p>For indigenous vendors:</p> <p>100% payment within 45 days after receipt of site acknowledged LR. : Payment shall be made against presentation of following documents to our Finance Department . However a copy of Invoice and LR shall be sent to Purchase department immediately after the dispatch is effected.</p> <ul style="list-style-type: none"> A. Invoice in Triplicate B. Delivery Challan in duplicate. C. Guarantee certificate in duplicate. D. Lorry Way Bill Copy <ul style="list-style-type: none"> 1) Site acknowledged LR in case of DTS desptch 2) Proof of receipt of material at Trichy stores E. Inspection report copy F. IBR Form III-C copy G. ED gate pass original or copy with a confirmation that the original is sent with the goods. 		
16. b1	<p>For Foreign Vendors: 100% through CAD with PBG for 10% of PO Value.</p>		
16.b2	<p>For Foreign Vendors: In case 100% LC at sight is insisted , it may be noted that LC charges will be loaded @ 1.5% of quoted price. (However CAD is preferred by BHEL)</p>		

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18	<p>GENERAL :-</p> <ul style="list-style-type: none"> • The PO copy with all details will be given to successful bidders in soft mode also. • Acknowledgement for receipt of PO shall be sent within one week from the date of receipt. • During the Contract period, any of our sister units of BHEL Piping Centre will be entitled to place order for this item on the same terms and conditions • BHEL reserves the right to cancel this tender without assigning any reasons what so ever. • Deviation taken after placement of order will not be accepted (Both technical & on delivery) • Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of fittings and confirm Compliance or otherwise. • Lowest prices received against BHEL tenders does not mean order will be placed on that Supplier. BHEL reserves the right not to consider the same. • BHEL reserves the right to negotiate or re-float the tender opened if L1 price /or other details are not acceptable to them • BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL • Risk purchase clause: In case vendor fails to meet delivery date as per Purchase order, BHEL has the right to cancel the order and order the same item on other vendor and recover the additional cost that may incur. • Unsolicited offers will not be considered for this enquiry .New Vendors may download Vendor registration forms from BHEL Web site www.bhel.com and submit all relevant data for registration purpose. 		

Note: Please confirm your acceptance to all the points indicated above positively and submit this format duly filled, signed & stamped along with the technical bid.

VENDORS SIGNATURE & SEAL

BHEL:PIPING CENTRE:CHENNAI 600 017
ENQUIRY: 4101200107 – SPECIAL TERMS AND CONDITIONS FOR RATE
CONTRACT FOR SOCKET WELDED FITTINGS

SL No	DETAILS OF ENQUIRY	AGREED / NOT AGREED
1	THIS IS AN ANNUAL RATE CONTRACT ENQUIRY . THE QUANTITY MENTIONED IN THE ENQUIRY IS ONLY TENTATIVE.	
2	BHEL WILL PLACE ORDER FOR THE ITEMS AS AND WHEN REQUIREMENT ARISES USUALLY IN LOTS. THE TOTAL ORDERING QUANTITY FOR EACH ITEM MAY BE LESS OR MORE THAN THE ENQUIRY QUANTITY.	
3	THIS TENDER SHALL BE PROCESSED THROUGH E-PROCUREMENT MODE AND SHALL BE FINALIZED BY REVERSE AUCTION.	
4	L1 RATES SHALL BE COUNTER OFFERED TO OTHER VENDORS. COUNTER OFFERING WILL BE DONE BASED ON SEALED BID RANKING. IN NO CASE THE HIGHEST QUOTED BIDDER (H1) WILL BE GIVEN THE OPPORTUNITY OF THE QUANTITY SPLIT. LOADING PREFERENCE WILL BE GIVEN TO L1 VENDOR. QUANTITY SPLIT SHALL BE OPERATED FOR ENQ SL NOS WITH QTY > 200 NOS SPLITTING WILL BE DONE IN THE RATIO OF 50:30:20 (IF TWO NEXT HIGHER BIDDERS ACCEPT L1 RATE) OR IN THE RATIO OF 70:30 (IF ONLY ONE NEXT HIGHER BIDDER ACCEPT L1 RATE) . IF NONE OF THE OTHER BIDDERS ACCEPT THE COUNTER-OFFER RATES ,THEN THE ENTIRE QUANTITY WOULD BE ORDERED WITH THE ORIGINAL L1 VENDOR ONLY NO QUANTITY SPLIT SHALL BE DONE FOR ENQ SL NOS WITH QTY 200 NOS OR LESS.	
5	THE RATE AGREED UPON IN RATE CONTRACT SHALL BE FIRM FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL REVERSE AUCTION/PRICE BID OPENING. OFFERS WITH VALIDITY LESS THAN A PERIOD OF ONE YEAR ARE LIABLE TO BE REJECTED.	
6	NO DEVIATION OF TERMS AND CONDITIONS AND NO REVISION OF RATES ARE ALLOWED AFTER REVERSE AUCTION/ PRICE BID OPENING.	
7	MINIMUM ORDER QUANTITY(MOO) CONDITION IS NOT ACCEPTABLE TO BHEL	
8	PERFORMANCE AND PROGRESS OF THE VENDOR WILL BE MONITORED AND PURCHASE ORDER WILL BE PLACED BASED ON THE PERFORMANCE AND CAPACITY OF THE VENDOR.IN CASE VENDOR FAILS TO DELIVER WITHIN THE DELIVERY PERIOD BHEL RESERVES THE RIGHT TO CANCEL THE ORDER.	
9	FITTINGS SHALL BE DIRECTLY DISPATCHED TO PROJECT SITES / TRICHY STORES AS PER DELIVERY INSTRUCTIONS GIVEN BY BHEL/PC	

VENDOR'S SIGNATURE WITH COMPANY SEAL