



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
PIPING CENTRE, ANCILLARY DEVELOPMENT
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PUR 002/01

INDIGENOUS ENQUIRY	ENQUIRY REFERENCE	DATE
	4211200009E	28.09.2012
DUE DATE FOR QUOTATION: 11.10.2012		
THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER "TWO PART BID"		

Suppliers Are Requested To Go Through Terms & Conditions before Submission of Offers

Sl. No.	Material Code	Description & Specification	Unit	Qty.	DELIVERY SCHEDULE		
					Qty.	Date	Remarks
-	-	MANUFACTURING AND SUPPLY OF TANKS AND VESSELS (IBR/NON IBR) WITH ACCESSORIES WITH VENDOR MATERIALS (ON ANNUAL RATE CONTRACT BASIS)	MT	700	STAGGERED	AS PER P.O	

Encl. To Enquiry:

1.General Terms, 2. Terms & Conditions, 3.General Conditions, 4.Special terms and conditions, 5.CD Containing set of QP, QCP & Copy of Testing and Inspection Procedures, Sample Set of GMS and Drawings for various systems materials

Dear Sirs,

Please submit your lowest quotation in triplicate, subject to our terms and conditions overleaf, for the above materials, so as to reach us on or before the due date by 2.30 P.M.

1. Techno commercial offers will be opened at 3.00 P.M. on the due date in camera / in the presence of the tenderers who may like to be present.
2. Price should be FOR /Destination to any BHEL Projects site or to BHEL, Trichy/Thirumayam Shipping as per Price format inclusive of freight and transit insurance and remain valid for 90 days from the price bid opening date.
3. Sales Tax and Excise Duty applicable shall be quoted separately as per format. Our T.N.G.S.T. No. is 3560005/dt. 1-4-95, and C.S.T.No.is 239383 dt. 11-6-91.
4. If the enquired items are coming under D.G.S & D rate contract, please indicate the rate contract prices duly sending a copy of the rate-contract along with your offer.
5. No revision of prices will be entertained after tenders are opened.
6. Manufacturer's name, brand name, trade mark or patent No. if any should be specified. Illustrative leaflets giving particulars are required along with quotation wherever necessary.
7. Products with I.S.I. certification marks will be preferred.
8. The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject in part or full without assigning any reason what so ever.
9. Late tenders are liable to be rejected.
10. Any deviations to the enquired Technical and Commercial conditions shall be clearly indicated in the covering letter of the quotation.
11. This tender will be finalized through reverse auction process.

Yours faithfully,

For Bharat Heavy Electricals Limited

Enquiry For Supply Of Tanks And Vessels (IBR / Non IBR) With Vendor Material
Enquiry No 4211200009E dt 28.09.2012 due on 11.10.2012

To,

Dear Sirs,

Sub: Fabrication and supply of Tanks and Vessels with vendor material

We are pleased to send this enquiry for the fabrication and supply of Tanks and Vessels (IBR/NON-IBR) with **VENDOR MATERIAL**, "ON AN ANNUAL RATE CONTRACT BASIS" as per enclosed/Attached documents and request to submit the offers by 14.30 Hrs on or before 11.10.2012 in Two Parts as below: Techno commercial bid will be opened on 11.10.2012 at 15:00 Hrs. **The approx Annual requirement is 700 MTS.**

Part I: Techno Commercial part for accepting Technical requirements and commercial conditions "**without filling the Price Portion**".

"MONEY VALUE SHOULD NOT BE INDICATED IN THIS PART".

Part II: Price Bid with filled up values called for as per format enclosed.

The following are enclosed for information:

1. **A.GENERAL REQUIREMENTS, B.TERMS AND CONDITIONS OF WORK, C.GENERAL CONDITIONS, D.SPECIAL TERMS AND CONDITIONS.**
2. Excel file Giving Format for
 - A. Techno Commercial Offer
 - B. Price Bid format for supply of Tanks and Vessels with vendor material
3. Sample set of Group Manufacturing Specifications (GMS).
4. Set of Drawings pertaining to the Sample GMS under Point 3 and applicable Quality Documents.
5. A Compact Disc Containing the following as a soft copy:
 - **General Requirements B. Terms and Conditions of Work C. General Conditions D. Special Terms and Conditions** as under point 1 above.
 - Formats for A. Techno Commercial Bid, B. Price Bid for supply of Tanks and Vessels with material
 - Set of QCPs, Standard QPs, Technical Delivery Conditions for the raw materials to be used, TDC/TDG.

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Vendor specific attention is drawn to the following:

1. The requirement of this specification in all parts A. **General Requirements**, B. **Terms and Conditions of Work**, C. **General Conditions**, D. **Special Terms and Conditions** which will form part of the contract arrived through this enquiry, are thoroughly read and understood before offering the rates. A confirmation to this effect and that all the Tender Conditions are being accepted is to be enclosed to the offer by a signed Letter.
2. **FOR DESTINATION RATE TO ANY BHEL PROJECT SITE IN INDIA OR TO BHEL ,TRICHY or THIRUMAYAM/SHIPPING** shall be Quoted inclusive of materials, manufacturing as per drawings and GMS and Quality requirements, Packing and forwarding to the Various Project sites in India/BHEL Trichy or Thirumayam shipping with transit insurance charges inclusive of Transportation rates, in Rupees per Metric Ton of Finished weight of Tank and its associated accessories, [IBR and Non IBR category] with separate break up of Excise, CESS and other applicable taxes like CST, VAT etc. with details.

Quotation shall be furnished strictly as per PRICE BID FORMAT Annexure "B" in a SEPARATE SEALED COVER along with the main Techno Commercial Offers Annexure "A", with all details as called for. Any values not indicated in the Price Format even if covered in any form in the techno commercial offer will not be considered for evaluation.

Techno commercial Bid will be opened first, and a detailed technical discussion to confirm the acceptance of Technical and commercial conditions clearly, and specification requirements are fully understood and complied with. Only after acceptance of the Techno Commercial Bids, Price bid will be opened/reverse auction shall be conducted. Prices quoted shall be kept Valid for a period of 90 Days from the date of opening of the Price Bid/Reverse Auction for finalizing the rate-contract.

The Vendors shall submit per ton rates of Basic Rate (Inclusive of Freight rate), Paint Rate on FOR destination basis. For determination of L1/H1 the Basic Rate alone shall be considered. In case of any vendor who is the H1 in Basic rate and had Quoted L1 rates for Manufacturing & Supply of SS Items/Paint rate/ Heat Treatment of Tanks, the H1 vendor on Basic Rate shall be eliminated from counter offering but the L1 rate of Manufacturing and Supply of SS Items/Paint rate/ Heat Treatment of Tanks as specified by the H1 vendor shall be considered for negotiation with L1 vendor on Basic Rate for Price advantage.

Mode of arriving L1/H1:

Reverse Auction shall be conducted for individual line items as below:

1. Manufacturing and Supply of Tanks and Vessels with accessories - Non IBR
2. Manufacturing and Supply of Tanks and Vessels with accessories - IBR
3. Deareator Assy with SS Internals – IBR
4. Manufacturing and Supply of SS Items (SS304, SS316 & SS321) required for Tanks & Vessels - Non IBR
5. Heat Treatment of Tanks

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6. Painting Scheme NO.1 - Red Oxide -Total DFT - 60 Microns
7. Painting Scheme NO.2 - Synthetic Enamel-Total DFT -70 Microns
8. Painting Scheme NO.3 - Synthetic Enamel-Total DFT -120 Microns
9. Painting Scheme NO.4 - Heat Resistance Aluminium Gr2 -Total DFT-40 Microns
10. Painting Scheme NO.5 - Heat Resistance Aluminium Gr1 -Total DFT-125 Microns
11. Painting Scheme NO.6 - Epoxy - Total DFT - 200 Microns

Out of the above 11 items, Rates Quoted by vendors in Item No.1, 2 & 3 alone shall be considered for determination of L1/H1 Vendor. Any Vendor becomes H1 in any one or more of the Items No. 1, 2 & 3, then that Vendor shall be eliminated for that item alone or more as applicable.

Rates quoted in Item 4 to 11 shall not be considered for determination/elimination of L1/H1. However, vendor who is the H1 in Basic rate (One or More Item No. 1 to 3) and had Quoted L1 rates for Manufacturing and Supply of SS Items/Paint rate/ Heat Treatment of Tanks (Item No. 4 to 11), the H1 vendor on Basic Rate shall be eliminated from counter offering but the L1 rates from Item 4 to 11 as specified by the H1 vendor shall be considered for negotiation with L1 vendor on Basic Rate (One or More Item 1 to 3).

All Vendors shall submit their ONLINE DYNAMIC SEALED BID during the Start of REVERSE AUCTION. Subsequent reverse bidding price as applicable shall be provided by the vendors. In case any Vendor does not participate in the reverse bidding after the submission of DYNAMIC SEALED BID, then the Value of DYNAMIC SEALED BID shall be considered for determination of L1/H1.

Negotiation of prices if required will be made with all eligible L1 Vendors or finalize this tender through reverse auction process, counter offer L1 rates to other eligible vendors except H1 and enter into annual rate contract valid for the Twelve Month period with L1 Vendor and other vendors who accept our counter offer rates. The H1 Vendor at the completion of Reverse Auction shall be eliminated from counter offering.

A rate contract will be entered with all eligible Vendors based on Finalized rates arrived, if required by negotiation, for placing of orders during a period of minimum Twelve months from the date of finalizing with an option for extension with the concurrence of the vendor.

The overall work will be distributed to all eligible vendors. Loading on vendors will be progressively made as and when Design Documents are released. Loading to vendors shall be such that L-1 vendor gets maximum, L-2 vendor gets next maximum and so on. i.e., the quantum shall be on decreasing mode from L-1 to counter offer accepted vendors. An indicated quantum breakup of L1: 30%, L2: 22%, L3:18%, L4:12% L5: 10%, L6:8% is proposed for adoption subject to:

1. The number of vendors responding and accepting the counter offer.
2. The performance of vendors determined by completion within delivery date.

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3. Capacity utilization based on performance of Vendors. (At the time of Tender document submission, Vendors shall be asked to submit their capacity for completion of No. of Tanks/Month & Tonnage/Month).
4. Loading shall be done based on PGMA Concept.

(Important Note: The spirit behind Percentage of loading will be maintained as indicated above and ratio of distribution may vary from the indicated value depending on factors given above and will be at the sole discretion of BHEL.)

A constituted committee shall monitor the performance and loading of the vendors. In case of unsatisfactory performance by the vendors, the contract may be terminated.

While ordering, Prices will be fixed based on the basic category i.e. IBR or Non IBR. The Price will be uniform and fixed on the rate based on Total weight, irrespective of the different materials being used for the shell/Dished Ends, internals like dispensers, pipes, fittings, flanges etc. Amendment to P.O. will be made for change in weight if any encountered due to accepted design change, for increase or decrease in price, and the same should be obtained for any change in weight before dispatching the tank, as P.O. amendments is not possible after dispatch.

Quotations shall be strictly as per the price bid format and should not be subjected to any correlation or indirect interpretations.

All clarifications may please be obtained to ensure the technical, quality, delivery, price requirements are understood, before submitting the offer.

3. Rates quoted shall be legible without any striking/over writing etc. in the format enclosed and as per conditions indicated.
4. Quotations shall fulfill all the above requirements. Otherwise the offers may be summarily be rejected as a whole or as part there of. Rates are to be quoted strictly as per the format attached taking care of the requirements of various project sites, including responsibility of transportation to various sites as indicated.

Approximate Total quantum of Tanks and Vessels to be procured under **this rate contract will be 700 MT (approx) plus 20% if required.**

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A. General Requirements

1. Salient Points

Materials used shall be as per IS/ASTM/ASME/API standards meeting BHEL Technical Delivery conditions and Quality requirements, with relevant Test certificates, from BHEL approved sources for NTPC projects and Non NTPC Projects as per the approved vendor list. In addition wherever NTPC/Special projects are involved additional supplementary requirements are to be taken care while material is procured, meeting specific contract quality plans. Manufacturing shall be as per various BHEL drawings, Quality Control Procedures (QCP), Contract Quality Plans (CQP), Standard/General Quality Plans (SQP), Testing and Inspection procedures (TIP) etc with approved procedures and processes. Please note that for NTPC projects materials/ components shall be procured from the sources approved by NTPC.

- a) Finished items are to be dispatched to various project sites/BHEL Shipping Trichy or Thirumayam which will be indicated in the order. Responsibility of packing, forwarding and transportation to sites/Trichy/Thirumayam will be with the Vendor.
- b) Vendors shall be conversant with relevant standards adopted by BHEL and manufacture in accordance with standards and relevant quality plans, drawings and specifications.
- c) Vendors shall get familiarized and understand fully all BHEL drawings, Group Manufacturing Specification(GMS), Quality Control Procedures , Quality plans etc and IBR requirements.
- d) Vendors shall submit the capacity for completion of No. of Tanks/Month and capacity for completion of Tonnage/Month.
- e) The quantum of work indicated is for overall appreciation of the job content and BHEL reserves the right to distribute the work to more than one vendor, or restrict ordering to limited items and limited quantity.
- f) Vendors shall have adequate capacity in procuring, handling, receipt of materials and usage etc. for carrying out the jobs in the most fitting manner to meet the expectations of Industry standards.
- g) The finished goods shall be offered to BHEL and Third party/customer inspection as detailed in the relevant Quality documents.
- h) For NTPC PROJECTS vendor has to follow Manufacturing Quality Plan approved by NTPC for each project. A typical Q P no: 6937 QPC 10 Rev 01 dated 22.07.2009 is enclosed herewith for ready reference.
- i) List of Tentative projects are furnished for verification.

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The applicable List of Quality Control procedure (QCP's), Testing and Inspection Procedures (TIPs), Standard Quality Plans (SQPs) are given below, a soft copy of the same shall be furnished in the CD:

1.1 Quality Requirements

Tanks and Vessels shall be manufactured, inspected and supplied as per the following documents:

- a) For NTPC Projects – Project specific NTPC approved QP vide doc No: XXXX:QPC:10 latest revision for Tanks and Vessels. (XXXX–denotes Customer number of the First Unit of the Projects). Project specific categorization list vide doc No. XXXX:PGMA:02 (latest revision) to be used for PGMA categorization.
- b) For Non-NTPC Projects - Standard QP – QPG: 05 Rev 01 for Tanks and Vessels and QP- QPG :06: Rev 01 for Deaerator along with project specific QP.

Contract Specific QP and Painting Scheme will be handed over at the time of ordering along with P.O.

The other quality documents and points to be referred and used are listed below. Copies of all the documents are furnished in a CD and the vendors are required to confirm acceptance.

1.1.1 Painting Scheme

Contract specific approved painting scheme.

1.1.2 Raw Material Procurement

The raw materials & fittings shall be procured from the vendor lists as given below which will be updated from time to time.

- For NTPC Projects – NTPC and BHEL approved vendor list: QCP: 17 (latest revision). As on date Rev 01 dt 12.04.2011 is the latest.
- For Non-NTPC Projects BHEL approved vendor list: RM: VEND: LIST: PVM (latest revision). As on date Rev 02 dt 10.08.2012 is the latest.
- Vendor list for conversion of dished ends from plates supported by PVM Vendors for Delhi based area.

1.1.3 List of Applicable QCPs

1. QCP:01:Rev02 dt 06.06.1995 QCP for dished ends – Non IBR quality
2. QCP:02:Rev03 dt 06.06.1995 QCP for dished ends – IBR quality (class II)
3. QCP:03:Rev03 dt 26.06.1995 QCP for vessels – Non IBR quality
4. QCP:04:Rev02 dt 26.06.1995 QCP for vessels – IBR quality (class II)
5. QCP:07:Rev2 QCP for surface preparation & stenciling, identification, end protection of piping components
6. QCP: 09:Rev1 QCP for surface preparation and painting.
7. QCP:12:Rev0 QCP for Local Heat Treatment

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1.1.4 List of Applicable TIPs

1. BHE:NDT:PB:PT:01 Rev.13 - Procedure for Liquid Penetrant examination
2. BHE:NDT:PB:MT:01 Rev.11 - Procedure for magnetic particle examination.
3. BHE:NDT:PB:RT:01 Rev.13 - Procedure for Radiographic examination of welds.
4. BHE:NDT:PB:UT:01 Rev.08 - Procedure for Ultrasonic examination of welds.
5. TIP:05 Rev.01 - Hydraulic test procedure for Pressure parts.
6. TIP:07 Rev.0 - Inspection Procedure for Packing.

1.1.5 List of Applicable SQPs

Contract specific QP and Painting Scheme will be handed over at the time of ordering along with P.O.

2. Scope of Work

2.1 Procurement and Provision of Raw Materials

- 2.1.1** Materials are to be procured from approved sources as per Para 1.1.2 of Quality requirements.
- 2.1.2** Materials shall have relevant test certificates from the Manufacturers containing the Details as required by Quality documents/drawings.

2.2 Manufacture and Fabrication

2.2.1 End Chamfering of Straight Pipes/Fittings:C.S/A.S/S.S

1. Marking, transfer of attestation, cutting and edge preparation of both the ends of pipe/fittings as per our drawings, relevant QCP, QP etc.
2. Cleaning applying rust preventive oils, painting, punching and stenciling of identification details as indicated in clause 6.0 of the enclosed B.TERMS AND CONDITIONS and as per relevant QCP.
3. Provision of end protection as per clause 1.e of the enclosed B.TERMS AND CONDITIONS and as per QCP:07 Rev 02.
4. Painting shall be a per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING".

2.2.2 Fabrication of Pipe with Attachments including Bottom Supports, Saddle Supports, Bracket Assemblies & Target Plate Assemblies, MITRE Bends out of Pipes, Welded Tees, Adapter

1. Marking, Transfer of attestation, cutting and edge preparation of both ends of pipe as per drawing, QCP's, CQP's etc.
2. Welding of attachments, fittings as per drawing.

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3. MPI/X-ray, Heat Treatment and any other test if necessary, as per the Relevant QCP/CQP/SQP/TIPs etc.
4. Painting shall be a per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING "

2.2.3 Fabrication of MITRE Bends out of Plates

1. Marking, transfer of attestation, cutting as per drawing.
2. Rolling/Bending the plate to form the required size of pipe.
3. Welding the seam as per drawing
4. Marking, cutting and Edge preparation of pipe as per drawing
5. Welding the cut pipes to make MITRE bends as per drawing
6. Welding of attachments, if any, as per drawing, and heat treatment if applicable as per QCP/CQP.
7. MPI/X-ray and any other test if necessary, as per the relevant QCP/CQP/TIPs etc.
8. Painting shall be a per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING".

2.2.4 Machining of Small Fittings, Flanges, Target Plates, Condensing Loop Assembly, Load Bolts & Orifice Plates etc., Threading & Galvanising of Tubes/Pipes

1. Machining of flanges out of plates and machining of small size reducers, adapters, couplings, Load bolts etc., out of rods as per the relevant drawings. Fabrication of condensing loop assembly, target plates, orifice plates, washers and foundation bolts as per drawing.
2. Providing a coating of PLASTO PEEL for target plates to preserve the surface finish.
3. Threading and galvanizing of tubes/pipes as per drawings.
4. Painting shall be a per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING"

2.2.5 Bending of Pipes

1. Marking, transfer of attestation and cutting as per drawing
2. Bending of pipes and tubes as per BHEL drawing and QCP and carrying out heat treatment if applicable.
3. Edge preparation as per drawing
4. Painting shall be a per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING

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2.2.6 Plasma Cutting of Stainless Steel Plates

1. Marking and plasma cutting of plates as per drawing.

2.2.7 OD Turning of Pipes

1. Marking transfer of attestation cutting and edge preparation if required as per drawing.
2. Machining of Pipe OD to the required size as per drawing.
3. Painting shall be as per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING"

2.2.8 Galvanizing and Threading

1. Galvanising shall be done by an approved process meeting the standards/Drawings.
2. Threading may be done by lathe or thread rolling to meet the drawing requirement and shall be proved by Thread plug or ring gauge for Go and No-go. Wherever Threading is done with matched components as a part of this supply scope, threading can be matched and suited.
3. Painting shall be as per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING".
4. Electro galvanizing and yellow-chromating shall be as per the requirement of drawing/QCP, QP wherever indicated.

2.2.9 Painting

1. Cutting to required size/length if required.
2. Surface preparation with power operated wire brush/shot blasting. For THERMALLY WORKED PIPES as per clause 6.0 of TERMS AND CONDITIONS.
3. Painting shall be as per "B.TERMS AND CONDITIONS OF WORK" clause 6.0 "CLEANING AND PAINTING", or as per relevant QCP/SQP/QP's, inclusive of cost of paint.
4. Punching and stenciling of work order number, DU Number, No. off, weight, fabricator's code etc., as per clause 6.0 of the enclosed TERMS, AND CONDITIONS.
5. Providing end caps, VCI pellets (dosage: 100gms/cu.m) and packing as per our latest QCP. NOTE: For GI pipes/fittings and stainless steel pipes/fittings, the scope of work is similar to the above except application of painting/surface coating.
6. No painting needs to be applied for Stainless and Galvanized Pipes and fittings.

2.2.10 Providing End Caps:

All pipe ends shall be provided with end caps/protection in accordance with QCP/TIP. Cost of end caps shall be included in the rates quoted.

2.2.11 Packing and forwarding including all charges connected with this.

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3. Technical Conditions

Fabrication shall strictly conform to the dimensions and tolerances indicated in the respective drawing. Manufacturing process should be as detailed out in the Quality Control Procedures. The Quality Plans and Testing and Inspection procedures should also be adhered to. Care must be taken to strictly adhere to the notes indicated in the drawing, QCP/QP/TIP. Punching, painting and work order stenciling shall be done as per enclosed terms and conditions.

4. Inspection

All components shall be inspected at various stages by BHEL Quality control department and offered for Inspection by BHEL Inspection Department/IBR/NTPC or any other external Inspection agency (if required) at Vendor works. All equipments and instruments required for inspection shall be provided by the Vendor free of cost. BHEL representative will have free access to Vendor works during the currency of contract.

5. Delivery Schedule and Liquidated Damages

As the components are required to meet the delivery requirements of the projects urgently, **Expected Delivery shall be made progressively from 2 Months to 4 Months from placement of Order.** The sequential Delivery requirement will be discussed and finalized at the time of placing order. Liquidated damages at the rate of ½ % per week of the undelivered P.O.Value, for the undelivered part of the P.O., subject to a maximum of 5% of the Total value will be levied.

6. Payment

Payment shall be made at 100 % of full value within 45 days of submission of original excise gate pass Invoices supported by inspection report issued by BHEL/authorized agency, IBR Certificate for IBR Tanks along with acknowledged Lorry Receipt bill and delivery challan having delivered the goods at site/BHEL Shipping in good condition after due verification. Bills shall be submitted only on completion of after the supply of Complete PGMA (System). Billing shall be made only on completion of the supply of a FULL PGMA/System along with copy MDCC in case of NTPC projects and IBR Certificates incase of IBR PGMA's. NTPC original MDCCs and/or IBR documents shall be submitted to Outsourcing dept for processing the bills for payment. Also quality documents shall be submitted in a CD to QC/BHEL and the acknowledged copy to be submitted along with bills. Bills of a part of the system will not be accepted for payment. Payment shall be made through RTGS. All successful Vendors have to furnish appropriate Bank Account No. and other relevant details for the same.

Note: Acknowledgement date of LR shall be taken as zero date for payment.

7. Performance Bank Guarantee

Vendors entering into contract with BHEL shall execute a performance bank guarantee for Defect free manufacture of the supplied Items and Good quality of the raw material, for a period of 24 Months from the date of supply of the materials. In the event of defects or performance related problems, the

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Vendors shall supply and replace the items, or rework and make good of the item at their cost at the project site, to the satisfaction of the Customer.

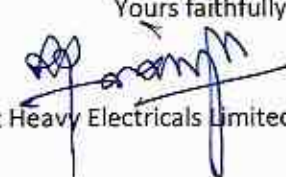
8. General

Vendors may furnish the most competitive offer after thoroughly understanding the Technical Requirements and Confirming to meet the same. Any detailed technical and commercial clarification may please be obtained before submission of the offer and Price Bid. Both Techno commercial Bid and Price Bid each sealed in a separate cover, clearly mentioning "A. Techno Commercial Bid", "B. Price Bid" on the envelop, shall be put in a main sealed outer cover indicating Enquiry No. and Date, with offer due date and to be, addressed and sent to the

Addl General Manager, Outsourcing Department
BHEL Piping Centre,
No. 80 (Old No.93), G.N.Road,
T.Nagar,
Chennai, 600 017

In addition to the "A.General Requirements of the enquiry as above, our "B.Terms and Conditions of Work", "C.General conditions", "D.Special Terms & Conditions" as enclosed shall also forms part of this enquiry conditions which may be understood clearly.

Thanking you

Yours faithfully,

For Bharat Heavy Electricals Limited

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B. Terms and Conditions of Work

1. Rate Quoted shall include the following

- a. Fabrication charges of Tanks & Vessels and its allied components including cost of raw materials, manufacture of dished ends. Dished Ends may be out sourced from BHEL approved suppliers with all test certificates including IBR TCs.
- b. Trial Assembly charges as called for in the drawing or by the Inspecting Authority.
- c. Cost of machining wherever involved.
- d. Charges for testing the components Eg. Hydraulic Testing, Mechanical testing of test plates etc.,
- e. Packing, and forwarding charges with End covers, as per clause 2.2.10 of SCOPE OF WORK to protect the pipe ends as below:
 - i. Plastic end caps for tubes/pipes up to and including 73.0 mm
 - ii. Metallic end caps with sheet metal of 1.5 mm thickness for OD above 73.1 mm and upto 610 mm,
ie. Pipes Nb 80 and up to Nb 600 for the Tank Nozzles.
 - iii. Metallic rings Beyond Nb 600.
 - iv. Protecting Flange surfaces with wooden planks and fastening.
 - v. Dosing with Vapour phase corrosion inhibitor as Specified in QCP inside all pipes just before end capping.
- f. Cost of cleaning (power tool cleaning and Blast Cleaning) wherever applicable, painting and applying rust preventive oil on threaded portions, stenciling and punching of work order number, DU No. etc. as per QCP.
- g. Charges for local Heat Treatment (parts of the tank) and Non-destructive Testing (MPI, Radiography etc.)
- h. IBR fees for approving the Design, inspection of materials, inspection of fabrication at various stages, Testing including Hydrotest, Strength tests of Test coupons, and obtaining IBR Test Certificates and submission to BHEL.

If required the total work may be distributed depending on the delivery requirement and the capacity available from various Vendors. BHEL has the right to decide diversion of any jobs loaded from one Vendor to other if the progress of the job and response of the Vendor is not meeting the requirements of quality, delivery, project schedule or any other reasons, at the cost of the Vendor on whom the job was originally loaded. The Vendor shall extend fullest cooperation in this regard.

2. Taxes and Excise Duty

The price quoted shall be clearly indicative of the basic price with **duty and taxes separate**. For Mega projects and Projects exempted from Payment of Duty, BHEL will avail the duty exemption and Vendors shall fulfill the requirements for the same. Proof of payment of the duties shall be furnished as required by BHEL. Income tax shall be deducted at source as applicable.

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3. Documents

- a. Vendors shall furnish the Inspection reports, MDCC/CHP/COC Clearance and IBR Test Certificates etc as applicable along with Invoice, Delivery Challan & LR.
- b. All inspection documents like IR's, History Cards, Inprocess reports/charts, COC, CHP/MDCC, Lloyds/Third Party IR's etc to be submitted as soft file in a CD to Quality Department

4. Technical Requirements

- a. Fabrication shall strictly confirm to the dimension and tolerances indicated in the drawings. Care must be taken to strictly adhere the NOTES given in the drawing and QCP. They must ensure that correct dimensions and deviations, if any, are recorded properly in the Dimensional Report books and the same shall be made available to BHEL officials or their authorized agencies.
- b. All Fabrication, machining, heat treatment and non destructive testing and other testing should confirm to drawings / QCP / CQP /SQP/TIP.
- c. Bulk manufacture shall be taken up only after the approval of the first sample by our Inspection.
- d. In case of hot bending of pipes/tubes, shot blasting or acid pickling shall be done to remove scale etc.
- e. Extra joints shall be avoided as far as possible. Wherever it could not be avoided, the extra joint may be provided with the prior permission of BHEL. Extra joints should be incorporated in the inspection report and duly attested by our Inspection Engineer.
- f. Normal packing shall be made by the Vendor to avoid transit damages.
- g. Any other work done outside the requirements of drawings, CQP/TIP/QCP shall have the prior written approval of the competent Authority of Outsourcing.
- h. Only the welding electrodes from approved sources shall be used as called for in the drawings.
- i. Adequate facilities like welding equipments, baking oven, handling facilities and measuring instruments (calibrated by BHEL or their authorized agencies) as called for must be available with the Vendor for the manufacture of Tanks/Piping components. All the above basic fabrication requirements must be under working condition and the same be made available for verification by BHEL officials or their authorized representatives whenever they are called for.
- j. Procurement of Welding electrodes, consumables like paints, VCI pallets. Etc. calibration of instruments and gauges (any NABL approved lab), heat treatment, non-destructive testing, laboratory services should be done only from BHEL approved sources.

5. Inspection

- a. All fabrication components shall be offered for BHEL Inspectors/BHEL Authorized agencies. Apart from the above inspections, there may be third party inspection like Lloyds/ NTPC/IBR etc. as applicable and nominated by BHEL / customer as a specific customer requirement, which will be arranged by BHEL. Vendors shall complete the inspection documentation as apart of this basic scope. All facilities, equipments and instruments required for inspection shall be provided by the Vendor free of cost. BHEL's Representatives will have free access to Vendor's works during the currency of the contract. History cards shall be maintained for all the items (DU wise) duly signed by BHEL Inspector. One copy of the History card shall be handed over to QA&C/ Piping Centre, BHEL, Chennai.

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6. Cleaning and Painting

The finished components shall be cleaned by power operated wire brush (in case of THERMALLY WORKED PIPES cleaning shall be by means of SHOT BLASTING) or by blast cleaning as required for the type of painting prior to application of primer paint. Rates Quoted shall include surface preparation by blast cleaning for Epoxy system/wire brush cleaning for enamel paint, application and cost of paint for the Basic painting schemes as per Price bid format.

The basic painting schemes are:

1. Surface preparation SSPC-SP3 Power Tool Cleaning, Primer Red oxide Zinc Phosphate (Alkyd Base) to IS 12744 with DFT 2x30=60 Microns.
2. Surface preparation SSPC-SP3 Power Tool Cleaning, Primer Red oxide Zinc Phosphate (Alkyd Base) to IS 12744 with DFT 1x30 Microns, Finish Paint synthetic Enamel Long Oil Alkyd to IS 2932, Smoke Grey Shade 692 of IS 5 of 2x20 Micron thickness, With Primer+Finish Total DFT 70 Microns.
3. Surface preparation SSPC-SP3 Power Tool Cleaning, Primer Red oxide Zinc Phosphate(Alkyd Base) to IS 12744 with DFT 2x25=50 Microns, Finish Paint synthetic Enamel Long Oil Alkyd to IS 2932, Smoke Grey Shade 692 of IS 5 of 2x35=70 Micron thickness, With Primer+Finish Total DFT 120 Micron.
4. Surface preparation SSPC-SP 3- Heat Resistant Aluminium paint to IS 13183 – Grade -2 (latest) 2x20 microns. Total DFT 40 microns Aluminium shade.
5. Surface preparation SSPC-SP 3- Inorganic Ethyl Zinc Silicate primer to IS 14746 – 1x65 microns and finish cost - Heat Resistant Aluminium paint to IS 13183 – Grade -1 (latest) 3x20 microns. With Primer+Finish Total DFT 125 microns Aluminium shade.
6. Surface preparation SA 2 ½ Blast Cleaning, with Epoxy Based Zinc rich primer to IS14589 Grade II 2x50=100 Micron thickness, with Epoxy based TIO2 pigmented Intermediate Coat 50 microns and Epoxy Polyamide cured finish paint 50 microns- Total DFT 200 Microns.

Note: In case of any Tank to be internally coated the applicable painting rate shall be given twice.

The following details are to be stenciled:

The work order number (13 digits), DU number (3 digits) No off, weight, colour code and flow direction. The following details are to be hard-stamped: the work order number (13 digits), Du number, specification, melt number, firm code, quantity etc. as may be indicated. For pipes/ tubes of thickness less than 4.5 mm material specification shall be engraved/ punched with suitable punch. This shall be covered with an over coat of transparent varnish. Machined surfaces shall be given one coat of rust preventive oil

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(Bonito compound). The inside surfaces of all pipes and bends is to be thoroughly cleaned before dispatch. The conditions indicated in the relevant QCP/QP shall also be complied.

7. Packing

All pipe ends are covered by end caps as per specification already made. Stiffener should be provided for pipes beyond Nb 600. VCI pellets should be placed inside pipes before capping. Normal packing shall be made by the Vendor to avoid transit damages. Loose fittings and other loose items should be properly bound together or packed in suitable boxes so that they do not get lost during transit.

8. Bank Guarantee

A Bank guarantee on any Nationalised bank for a value of **Rs.10 lakhs** will be required to be executed for release of orders for the work to be awarded on the Vendor.

As per the CVC Guideline vide No:02-07-01-CTE-30, "The Original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under the registered Post(A.D)"

9. Billing / Invoicing and Payment

Payment as per clause A.GENERAL REQUIREMENTS will be made on fulfillment of the following: Invoices shall be raised in duplicate with Clear indication of Excise paid for the DU weights only.

All the invoices shall be addressed to

**Addl General Manager, Outsourcing Department
BHEL Piping Centre,
No. 80 (Old No.93), G.N.Road,
T.Nagar,
Chennai, 600 017**

Separate invoices shall be raised for each work order.

10. Subletting

The Vendor shall not sublet or assign this contract or any part thereof to any one without the written permission of BHEL. In the event of the Vendor subletting or assigning this contract or any part thereof without such permission, the BHEL shall be entitled to cancel the contract and to execute the fabrication work elsewhere at the risk and account of the Vendor and the Vendor shall be liable for payment for any loss or damage which the BHEL may sustain in consequence of or arising out of such fabrication elsewhere. However for part operations such as Heat treatment, Radiography, NDT BHEL approved sources can be used if required.

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11. Delayed Execution, Failure & Termination of Contract

a) Action and Compensation In case of Bad Workmanship

If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Vendor shall on demand in writing from BHEL specifying the work, materials/articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and expense of the Vendor.

b) Compensation against damage of Plant & Machinery / Tools/ and Gauges.

BHEL reserves the right to claim adequate compensation from the Vendor on account of any damage caused to the plant and equipment / tools and gauges handed over to them for execution of work, due to careless handling or negligence on the part of the Vendor.

BHEL shall have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the contract. BHEL shall also have the authority to reject all the work which does not conform to the specification.

BHEL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained.

Any change in the constitution of the Vendor's unit will have to be made only after getting the specific approval from Outsourcing (PC), BHEL, Chennai. Any deviation found later will be dealt with as deemed fit including cancellation of registration.

Partnership firm should have the Form A (Rule 5) Declaration issued by the Registrar of Firms and copy of the same shall be produced at the time of signing the contract.

All the statutory obligations such as ESI, PF, Labour Acts, Factory Act etc., will have to be taken care of by the Vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned statutory authorities for recovery of any of their dues on BHEL, the same would be paid without notice to the Vendor and recovered as a due from any pending / future bills.

All safety precautions and use of safety equipments are to be followed while carrying out the fabrication and dispatch of the same. The Vendor must have proper tools and handling equipments. There should always be responsible persons available to oversee the operation and compliance of safety regulation etc.

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All documents of BHEL made available to the Vendor should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. The secrecy of clause is binding on the employees of the Vendors also. Any contravention will be viewed seriously. Such documents should not be disposed of/destroyed without the prior approval of Outsourcing (PC), BHEL, and Chennai.

In addition to the above terms and conditions, the enclosed General Conditions of Contract will also apply in as they are not repugnant to the terms and conditions, specifically brought out above in this contract.

Thanking you

Yours faithfully,


For Bharat Heavy Electricals Limited

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C. GENERAL CONDITIONS

1. Definition

Throughout these conditions and in the specifications, the terms:

- a) 'THE CONTRACTEE' / 'BHEL' means the Bharat Heavy Electricals Ltd, acting through Addl.General Manager / Outsourcing Piping Centre, Chennai, unless the contract otherwise provides.
- b) 'THE VENDOR' / 'SUB CONTRACTOR' means the person, firm or company with whom the order for fabrication is placed and shall be deemed to include the Vendor's successor (as approved by BHEL), representatives, heirs, executors and administrators as the case may be unless excluded by the term of contract.
- c) 'DRAWINGS' means the drawings exhibited or issued for the guidance of the Vendor.

2. Execution

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the BHEL or the Inspecting Officer, who shall have power to reject any of the fabrication of which he may disapprove and his decision thereon and on any question as to the true intent and meaning of the specifications of drawing or of the work necessary for the proper completion of the contract shall be final and conclusive. The BHEL may require alterations if any to be made during the progress of fabrication/machining and should these alterations be such that either party to the contract considers an alteration in the charges is justified, such alterations shall not be carried out until amended cost of fabrication /machining charges have been submitted by the Vendor and accepted by the BHEL. Should the Vendor proceed to fabricate and without obtaining the consent of the BHEL in writing to an amended cost of fabrication/machining charges, the Vendor shall be deemed to have agreed to execute fabrication at such charges as may be considered reasonable by the BHEL.

3. Force Majeure:

If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reason of war, hostilities, acts of public enemy, civil commotions, sabotage, fire, flood, explosion, epidemic, quarantine restrictions or acts of God(here in referred to as events), then provided the notice of the happenings of any such event is given by either party to other party within 21(twenty one) days from the date of occurrence thereof, either party shall reason of such event, not be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed soon as practicable after such event has come to an end or ceased to exist and the decision of the BHEL as to whether the deliveries, have been so resumed or not shall be final and conclusive. If the performance in whole or part of any obligation under the contract is for extension of time shall be granted for periods, considered reasonable by the Vendor to the BHEL subject to prompt notification by the Vendor to the BHEL of the particulars of the events and supply to the BHEL if required of

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any supporting evidence. Any waiver of time in respect of particular part and thereof shall not be deemed to be a waiver of time in respect of remaining deliveries.

4. Termination of Contract:

If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons whatsoever the Vendor is unable to keep the delivery schedule of BHEL the extension of time may be granted by the BHEL to the extent considered necessary. Should there be delay in supply beyond the extended date of delivery, it shall be open to the BHEL to terminate the contract in part or full and make other arrangements for executing fabrication elsewhere at the cost and risk of the Vendor.

5. Interpretation

Any dispute or difference of opinion in respect of interpretation, effect of application of this particular condition of the Vendor of the amount recoverable hereunder from the Vendor shall be decided by the BHEL and decision shall be final conclusive.

6. Book Examination Clause

- a) The Vendor shall, whenever required, shall produce for examination by any officer of the BHEL authorized in that behalf, any cost or other account book, account voucher, receipt letter memorandum, paper or writ or any copy of extract from any such document, and also furnish information and returns verified, in such a manner as may be required in any way relating to the execution of the contract (the decision of such officer of the BHEL on this question and relevancy of any documents, information or return, being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligation of the contract/ Purchase orders or any orders binding the Vendor.
- b) The Vendor shall, if the authorized officer of the BHEL so required (whether before or after the prices have been finally fixed), extend facilities to the officer of BHEL concerned to visit the Vendor's work for the purpose of the examining the process of manufacture and estimate or ascertaining the cost of production of the articles. If any portion of the work be carried out by the Vendor or any sub-Vendor or any subsidiary or an allied firm or Company, the authorized officer of the BHEL shall have power to secure the books of such Vendor or sub-Vendor or any subsidiary or allied firm or company and the same shall be open for inspection.

7. Set of Clauses

Payment shall be subject to the deduction of any amount for which the Vendor is liable under this contract, or any contract in respect of which Bharat Heavy Electricals Limited, Piping centre, Chennai the Contractee.

8. Laws Governing the Contract

- a) The contract shall be governed by the Laws of the Government of India in force.

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- b) Irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made at the place at which the acceptance of the tender has been issued.

9. Jurisdiction of the Court:

The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

10. The Global Compact

The Global Compact is a signature initiative of then United Nations Secretary General Kofi Annan and Four United Nation Agencies.

- *Office of the High Commissioner for Human Rights.
- *International Labour Organisation.
- *United nations Environment Programme.
- *United Nations Development Programme.

This is a broad based initiative and engages:

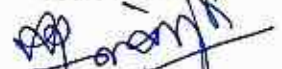
Individual Companies
Business Associations
International Labour
Human Rights, Environment and Development Organisations
Academic & Public Policy Institutions and United Nations.

The Contractee (BHEL) is a member of this Global Compact.

As a participating company,

- We have the obligation to Support and respect Human Rights within our spheres of influence.
- Make sure We are not complicit in Human Rights abuses.
- Make sure We are not employing forced or compulsory labour.
- Refrain from employing Child labour.
- Eliminate discrimination in our hiring and firing policies.
- Support a precautionary approach to environmental challenges.
- Undertake initiatives to promote greater environmental responsibility.
- Encourage development and diffusion of environmentally friendly technologies.
- **Vendor shall also ensure to fall in line with the above principles.**

Yours faithfully,




For Bharat Heavy Electricals Limited

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D. Special Terms and Conditions

1. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one Vendors and place orders accordingly, based on commitment, requirement and Vendor's capability in terms of delivery and quality or any other reason like contract priorities, logistics etc..
2. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
4. BHEL reserves the right to negotiate the L1 rate/finalise this tender through reverse action.
5. BHEL may order on more than one vendor at the lowest acceptable price to BHEL.
6. All vendors shall maintain quality system and organization as per BHEL requirement. This will be periodically audited by BHEL.
7. All welding process shall be approved. Approval for new process should necessarily be obtained before initiating regular production.
8. BHEL has developed an Vendor Information System site, Vendor shall establish compatible system to interact with BHEL and download the online data through the Internet.

Yours Faithfully,


For Bharat Heavy Electricals Limited

PRICE FORMAT TEMPLATE FOR Tanks & Vessels - Enquiry No 4211200009E dt:28.09.2012 due on 11.10.2012

ITEM NO	MATERIAL SPECIFICATION	BASIC RATE/MT in Rs	FREIGHT CHARGES per MT in Rs	% ED	% CESS	% CST	% VAT	OTHERS- PL SPECIFY	NET CASH OUT FLOW in Rs
1	MANUFACTURING AND SUPPLY OF TANKS AND VESSELS WITH ACCESSORIES - Non IBR								0
2	MANUFACTURING AND SUPPLY OF TANKS AND VESSELS WITH ACCESSORIES - IBR								0
3	DEAREATOR ASSY WITH SS INTERNALS - IBR								0
4	MANUFACTURING AND SUPPLY OF SS ITEMS (SS304, SS316 & SS321) REQUIRED FOR TANKS & VESSELS - Non IBR								0
5	HEAT TREATMENT OF TANKS (This Rate will be operated in addition to the Basic Rate for heat treatment of FULL Tank if required as per applicable QPs)								0
6	PAINTING SCHEME NO.1 - Red Oxide -Total DFT - 60 Microns		Not Applicable						0
7	PAINTING SCHEME NO.2 - Synthetic Enamel-Total DFT -70 Microns		Not Applicable						0
8	PAINTING SCHEME NO.3 - Synthetic Enamel-Total DFT -120 Microns		Not Applicable						0
9	PAINTING SCHEME NO.4 - Heat Resistance Aluminium Gr2 -Total DFT-40 Microns		Not Applicable						0
10	PAINTING SCHEME NO.5 - Heat Resistance Aluminium Gr1 -Total DFT-125 Microns		Not Applicable						0
11	PAINTING SCHEME NO.6 - Epoxy - Total DFT - 200 Microns		Not Applicable						0

NOTE: 1. BASIC RATE IN RUPEES / MT IS INCLUSIVE OF PACKING CHARGES.

2. NET CASH OUT FLOW = BASIC RATE PER MT IN Rs x 1.022472 (Factor for CENVAT Credit taken) + FREIGHT CHARGES PER MT.

3. FREIGHT CHARGES IS FOR DESPATCH TO ANY BHEL SITE IN INDIA OR TO BHEL / SHIPPING, TRICHY.

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Annexure-A Techno Commercial Offer**

SL No	Requirement	Acceptance (Yes/No)	Remarks
01	Meeting Engineering Specification		
02	Delivery to any Site in India / BHEL shipping – Trichy/Thirumayam (FOR –Destination) Transportation Vendor scope		
03	Payment terms (100% payment in 45 days from date of obtaining site acknowledgement in LR - Full PGMA/PO completion)		
04	Compliance to Quality requirements		
05	Performance Guarantee		
06	Bank Guarantee - Rs 10 lakhs		
07	Integrity Pact		
08	Transit Insurance by Vendor		
09	Procurement of Materials from BHEL approved sources		
10	Liquidated Damages 0.5% - Max 5%		
11	Delivery time of maximum 4-months		
12	Submission of certificates / documents as required by BHEL		
13	Validity of offer 90 days from opening of Price bid		
14	ED ,CST & VAT and other Taxes & Duties clearly indicated		
15	Confirmation of Financial & Technical capacity for execution		
16	Capacity to execute No. of Tanks per Month or Tonnage per Month	Tanks per MonthMT per Month
17	Firm Price throughout the Rate contract period		

Signature:

Date:

Stamp: