

GENERAL TERMS & CONDITIONS FOR RATE CONTRACT OF BW FITTINGS - ANNEXURE B

SL NO	BHEL REQUIREMENT	AGREE	DISAGREE
1	<p>TYPE OF BID – Vendors are invited to submit offers in Two parts</p> <p>Both part I and part II bids , 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">SR. MANAGER / PURCHASE (FITTINGS) BHEL: PIPING CENTRE 80, G.N CHETTY STREET T.NAGAR, CHENNAI 600 017</p>		
	<p>PART-I TECHNICAL - CUM – COMMERCIAL PART (UN PRICED):-</p> <p>Documents to be enclosed</p> <ol style="list-style-type: none"> Duly filled, signed and stamped ‘Special RC Terms and Conditions’ – Annexure A Duly filled, signed and stamped ‘General RC Terms and Conditions’ – Annexure B Duly filled, signed and stamped Integrity Pact Copy of Unpriced Bid (without price) to know the items for which you are quoting against this tender- Use price format sent along with enquiry Complete acceptance to our Technical delivery condition TDC102 rev 07 with signature and seal in every page of TDC. Deviation if any shall be clearly indicated in a separate sheet. Undisclosed deviations are not acceptable. 		
	<p>PART II PRICE PART :</p> <p>Foreign vendors- The unit price shall be quoted on FOB basis. (Please name the port)</p> <p>Quoted price shall be FIRM till the completion of supply. Prices shall include Testing, Inspection, Packing & Forwarding charges</p>		
	<p>Indigenous vendors-The unit price on FOR Trichy / Site basis as per dispatch instruction.</p> <p>Quoted price shall be FIRM till the completion of supply. Bidders shall submit their bid for FOR - BHEL Trichy Stores / Any site in India. Rates quoted shall be inclusive of all charges (Testing , IBR Inspection , Packing , Forwarding , Freight & Insurance). Taxes & Duties to be indicated separately.</p>		
2	<p>TECHNICAL CONFIRMATION:</p> <ol style="list-style-type: none"> Complete acceptance to our Technical delivery condition TDC102 rev 07 Style & D1 value shall be as per details mentioned against each item in the enquiry. Edge preparation / Bevel shall be done as per 3-80-300-19825 rev03 Tolerance shall be as per drawing 4-80-301-26192 rev01 Unless otherwise specified all fittings are of Seamless construction. Seamless is acceptable in place of welded, but not vice- versa. In case of welded fittings, approval shall be obtained for WPS, PQR & welder qualifications from BHEL PC prior to start of welding. All the reducers are concentric unless otherwise specified. Painting shall be as per TDG only 		
3	TENDER shall be processed by opening the submitted sealed price bid.		
4	<p>Minimum order quantity (MOQ) / Minimum order Value (MOV) condition is NOT acceptable. Bids of vendors who do not accept this tender condition will be rejected.</p> <p>Ordering will be done on competitive bids at item level only. It will NOT be done on package basis. Bids of vendors who do not accept this tender condition will be rejected.</p>		

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5	<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>		
6	Year of Code for the standards viz. ASME B 16.9, 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.		
7	VALIDITY OF THE OFFER: - Since this is a rate contract, the quotation shall be valid for a period of 15 MONTHS from the date of technical bid opening. Offer with lesser validity will be rejected		
8	DELIVERY SCHEDULE:- 4 months from the date of LOI / PO for every lot. For emergency requirements delivery will be indicated at the time of ordering.		
9	<p>TERMS OF DELIVERY :-</p> <p>1) Indigenous vendors FOR Destination – Any site in India including BHEL Trichy stores</p> <p>2) Foreign vendors FOB basis (Please name the port)</p> <p>KINDLY MENTION THE PORT NAME</p>		
10	TAXES & DUTIES: - Please indicate clearly the percentages of applicable taxes, duties like CST, Excise Duty or any other taxes / duties.		
11	<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>		
12	PRESERVATION & IDENTIFICATION:- As per Technical Delivery Condition		
13	MARKING, PAINTING, END CAPS & PACKING : As per Technical Delivery Condition		
14	<p>INSPECTION :-</p> <p>Indigenous suppliers. IBR & BHEL/ BHEL approved third Party inspection agency</p> <p>Foreign suppliers IBR approved inspection agency like SGS / BV /LLOYDS/TUV</p>		
15	<p>Inspection Charges:-</p> <p>For Indigenous vendors: BHEL approved TPI charges shall be borne by BHEL. However testing charges shall be included in vendors scope.</p> <p>For Foreign vendors: Inspection charges shall be included in the quoted price. (Vendor shall indicate the name of the agency in the technical bid).</p>		
16	GUARANTEE: 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.		

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	<p>You are required to submit any one of the supporting documents for MSE status & SC/ST ownership, if applicable.</p> <p>1) EM-II certificate having deemed validity (two years from date of issue of acknowledgement) or <input type="checkbox"/></p> <p>2) Valid NSIC certificate or <input type="checkbox"/></p> <p>3) EM-II certificate along with CA certificate (format enclosed as per annexure-I) <input type="checkbox"/></p> <p>4) Proof for SC/ST ownership , if applicable <input type="checkbox"/></p>		
20	You are requested to quote only for the sizes / spec for which are within your manufacturing range and approved by BHEL, Piping Centre. Bids for items quoted out of range are liable for rejection.		
21	<p><u>Risk Purchase Clause :</u></p> <p>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 despatch 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 under liquidated damages.</p>		
22	<p><u>Integrity Pact:</u></p> <p>Duly filled, signed and stamped Integrity pact (sent with enquiry) shall be attached to the offer</p>		
23	<p><u>Non Chinese Requirement :</u></p> <p>For certain customer requirements no raw material / component /other services shall be sourced from China either directly or indirectly for manufacturing or supply items.</p> <p>For such cases pl provide your extra implication in terms of % on your quoted prices. This will be used while preparing comparative statement for such items.</p>	Pl indicate your implication percentage	
24	<p>GENERAL :-</p> <ul style="list-style-type: none"> • Bidders are requested to ensure correctness of their quoted prices. Not honoring the rates after opening of the price bid will be viewed seriously. • Order will be placed on item level L1 status only and not as a total package. • Acknowledgement for receipt of PO shall be sent within one week from the date of receipt. • Sizes mentioned in all test certificates / Inspection reports / hard punch on the material shall be as per Purchase Order only. (In 'mm' only and not in 'inch'). Punching of melt number on the material is mandatory. • 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) • Lowest prices received against BHEL tenders does not mean order will be placed on that Supplier. BHEL reserves the right to negotiate or re-float the tender opened if L1 price /or other details are not acceptable to them • Vendors are requested to ensure that they have quoted the correct rates in the bid. If a supplier does not honor the quoted rates after opening of the price bids, the supplier may be put on hold from participating in future tenders as per BHEL's decision. • 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/other wise to all the points indicated above positively and submit this format duly filled, signed & stamped along with the technical bid.