

Heavy Power Equipment Plant, Bharat Heavy Electricals Limited, Ramachandrapuram -502032, Hyderabad, INDIA.	Enquiry No. & Dt.:	HY/SC/HE & F/D9/15/1700020169
	Due Date :	11-07-2015(Saturday,11th july,2015)
	Supplier's Ref.:	
	Date :	

Terms and conditions & Compliance certificate for establishment of rate contract for supply of Deaerators on sub-contract basis(with free issue material).

NOTE: ** Only Indian vendor's offers are considered for this tender.

- 1. Clause no.29 must be filled very clearly .Vendor must submit complete information and documents supporting them without fail.The offers meeting our conditions with proper documents only would be processed.**
- 2. The 'Vendor's confirmation' Column and wherever applicable, the 'Deviations' & 'Remarks' Column of this format shall be filled in by the Vendor and submitted along with the offer. Inadequate / incomplete, ambiguous or unsustainable information against any of the clauses of the specifications / requirements shall be treated as non-compliance.**
- 3. The offer and all documents enclosed with offer should be in English language only.**
- 4.This form is to be duly filled with vendor's stamp and signature and to be submitted along with the offer.**

SI.NO	DESCRIPTION	BHEL REQUIREMENT	VENDOR'S CONFIRMATION	DEVIATIONS	REMARKS
1	VALIDITY OF RATE CONTRACT	For a period of two years from the date of approval. The same may be extendable for a period of three months, on mutual acceptance at the same rates & conditions.			
2	DETAILS OF JOB	BHEL intends to off-load manufacturing & supply of Deaerator Assly with free issue material as per details indicated in annexure-1(scope of work).			
3	QUANTITY	The tentative quantity for finalizing the rate contract is 5300 tons for the period of two years.			
4	QUOTATION	Vendor should examine the enquiry in detail and shall send the offer in a sealed cover duly superscribing the enquiry No. and Due date, so as to reach BHEL-RC Puram on or before due date & time.Quotation should be neatly typed and rates should be mentioned in 'WORDS' also.			

5	SCOPE	As per annexure-1(scope of work)			
6	DELIVERY	<p>To be supplied within the period as given below, from the date of collection of material/intimation of readiness + 7 days which ever is earlier(category wise).</p> <p>For Deaerator Storage Tank section/Sections Assembly:</p> <p>A. Raw materials issued by BHEL for:</p> <p>A1. Dished End and spherical Dish - 65 Days, A2. Shells, R.F. Pads & stiffening Ring - 50 days, A3. Nozzles, Initial heating pipes - 30 days, A4. Blind Flange, packing, SWTN's plugs etc.-15days. Penalty to be levied from the farthest date of A1, A2, A3 and A4.</p> <hr/> <p>For Deaerator Heater Assembly:</p> <p>B. Raw materials issued by BHEL for:</p> <p>B1. Dished End and spherical Dish - 80days, B2. Shells, R.F. pads & stiffening ring - 65 days, B3. Nozzles, liners & valve plates - J - stiffeners, Tray box, Material Hinges, spray valves + bolts (All internals) - 45 days B4. Blind Flanges,packing, SWTN's, plugs etc. - 20 days. Penalty to be levied from the farthest date of B1, B2, B3 and B4.</p>			
7	TERMS OF PRICING	<p>Rate to be quoted in Rs per kg on EX WORKS basis, however evaluation will be done on cost to BHEL. The transportation charges from below places to BHEL RC Puram in Rs/Kg are:Vishakapatnam-8.85,Tiruchirapalli-8.85,Jeedimetla-3.01,Chennai-10.62,Bangalore-10.62,Kolkata-26.54,Mumbai-14.16,Delhi-26.54.For remaining places transport charges will be loaded as per BHEL rates,accordingly taking into account,distance involved in from destination place to BHEL,RC Puram,hyderabad for tender evaluation.</p>			

8	PAYMENT	75% of the payment will be normally be made within 90 days from the date of receipt and will be against accepted GR.However BHEL will make payments within 45 days to MSE units.Payment shall be subject to the deduction of any amount for which the sub-contractor is liable under this contract,or any contract in respect of which BHEL is the contractee.Balance 25% payment will be made against material accountal. Material accountal statement along with 25% bill shall be submitted by vendor within 30 days from the date of dispatch of last equipment of that order.			
9	BANK GUARANTEE	Vendor should furnish bank guarantee from any nationalized bank for a value of Rs.5 lakhs towards material cost of the concerned order , before placement of order.			
10	PENALTY	<p>In the event of delay in supply of goods, a penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value.</p> <p>The date of IRN issued by BHEL/BHEL appointed TPI or date of dispatch clearance certificate issued by IBR, which ever is later will be considered as dispatch date for the purpose of penalty.</p> <p>However if,all the required documents for getting Customer clearance (MDCC) are not furnished within a week from the date of final inspection clerance mentioned above, the date of receipt of documents by BHEL -RC Puram, QC, will be considered as date of dispatch for penalty purpose.</p> <p>In case of delays in arranging BHEL/customer inspection or delay on providing approved drawings or stoppage of work progress due to hold of projects by BHEL's customer, delivery will be extended to the extent of delay from BHEL.</p> <p>Penalty will be levied as per deliverable item wise,as per delivery indicated at SI.NO.6</p>			
11	VALIDITY OF THE OFFER	Offers must be kept valid for a period of 180 days from the date of tender opening.In the event of acceptance of offer,the price quoted should remain firm for a period of two years or till execution/completion of job whichever is later.			

12	GUARANTEE ON EQUIPMENT	The vendor shall warrant that the fabricated goods fully comply to the drawings and other technical conditions.If the finished goods are found defective owing to faulty workmanship/incomplete work within a period of 18 months from the date of dispatch or 12 months after commissioning whichever is earlier,defects noticed shall be replaced / rectified at free of cost by the vendor at site.Alternatively the rework/replacement charges will be recovered.			
13	MATERIAL SUPPLY CONDITION	Required materials will be issued for free. vendor shall collect the materials at his own cost. Raw material for dished-end and spherical dishes will be issued to vendor as free issue material.Dishing or forming will be in vendor's scope .Inspection charges of dished ends and spherical dishes to vendor's account. Free issue materials are supplied in consolidated sizes.Cutting to required sizes as per BOM/drawings is in vendor's scope.			
		If the material is not collected within 7 days from the date of intimation/readiness of materials, date of readiness + 7 days will be considered as date of issue of material for delivery and penalty. BHEL reserves the right to send the material on its own transport after the seven days grace period.Twice the transportation charges incurred by BHEL and incidentals would be recovered from vendor's bills and also it will be treated as not adhering to terms of contract and it will have impact on future orders.			
14	SCRAP RECOVERY	Scrap cost will be deducted from the vendor's account at the time of material accountal as per BHEL norms.			
15	TOOLS	Tools,guages,jigs & fixtures and other instruments/equipment necessary for carrying out the job would be in vendor's scope and will not be supplied by BHEL.			
16	DRAWINGS	A set of reference drawings,bill of materials(BOM),scope and other relevant documents for preparing the quotation will be made available in BHEL website.			
		i. BHEL shall have the right to cancel any order either wholly or in part,in case,it is obliged to do so on account of any declines,diminution,curtailments or stoppage of BHEL's business.			

ORDER EXECUTION

ii. vendors are not permitted to use BHEL drawings for other than BHEL's requirements and shall execute a confidentiality agreement to this effect before commencement of ordering.

iii. After manufacture of items, the vendors shall return all the drawings issued for the purpose of manufacture along with delivery of finished goods.

iv. vendor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form. subcontractor should execute a deed or agreement, framed by BHEL for the safety of the issued materials, while the property is in possession or under the control of the vendor or any other person connected with him.

v. The vendor shall produce the materials / records of the free issue items supplied by BHEL, Hyderabad in the form of raw materials, semi-finished components to BHEL officials visiting vendor unit for verification purposes. If the vendor fails to produce or properly account the materials so issued, BHEL, Hyderabad will have the right to take further action as deemed fit – including recovery of the value of the materials along with the respective administration charges and statutory levies from the running bills of the vendors / temporary suspension of load / termination of contract / de-listing.

vi. Any of the materials of BHEL, Hyderabad under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the vendor's assets in any of statements of the vendor to any party.

vii. Shifting of items / materials issued by BHEL to any place other than the vendor's works is prohibited. Further subcontracting of work without prior written permission of BHEL is also not allowed. All such violations shall be penalized with the cancellation of all the orders and recovery of full material costs.

		<p>viii. It shall be the responsibility of vendors to check the raw materials received by them for quality and quantity as mentioned in the order.</p>			
		<p>ix. vendor shall ensure transfer of material's identity and traceability at all stages and also maintains proper records.</p>			
		<p>x. The manufacturing shall be made strictly according to BHEL drawings, documents; quality plans by employing qualified people.</p>			
18	INDEMNITY	<p>It is the responsibility of vendors to settle all claims for injury or damage caused by the vendors negligence or the negligence of vendor's employees or arising from any defect in the goods supplied or on the work carried out by the vendors.it is the sole responsibility of the vendor for the injuries suffered by his men while doing the work in BHEL premises.</p>			
19	INSPECTION	<p>Stage and final inspection by BHEL QC/BHEL TPIA and Customer, shall be upon receipt of call from the vendor. The call for Customer inspection by vendor shall be atleast two weeks in advance to the required date of Customer's visit. Stage and final inspection by IBR inspector shall be as per IBR code requirements. However inspection charges will be borne by BHEL except IBR charges. IBR charges shall be in vendor's account.</p>			
20	IDENTIFICATION	<p>The finished fabrication shall be cleaned and finish painted as per order conditions.project name,work order no.,SCO NO.,item no.,drawing no.,PIR NO.,Vendor name shall be legibly stencilled/painted for identification before dispatch,as may be advised.</p>			

21	GENERAL	Any change in the constitution of vendor's unit during the operation of the contract will have to be made only after getting the specific written approval form BHEL. Any deviation found later will be dealt with as deemed fit, including cancellation of registration. The vendor shall comply with all statutory obligations such as ESI, PF, labour laws, factories act, etc. any penalties/fines imposed by the concerned on this account, if any shall be recovered by BHEL from pending bills of the vendor and if need be a recovery action will also be initiated.			
22	TENDER OPENING	Quotations should reach by 10:00 hrs on due date. i.e. 11.07.2015 (Saturday 11th July, 2015) . In case, they are put in the tender box after 10:00 hrs (due date), the offer will be treated as late offer. Offers will be opened by materials manager, BHEL, Hyderabad after 13:00 hrs on due date of opening in presence of those vendors who may be present.			
23	TWO PART BID SYSTEM	Offer should be submitted in two parts i.e. (1) Techno-Commercial bid (2) Price bid in two separate sealed covers superscribing our Enquiry No., date, tender due date and type of bid clearly. Non-compliance to the same may be liable for rejection.			
24	PRICE BID OPENING	After final clearance of technical and commercial conditions, vendors will be intimated the date of price bid opening/reverse auction.			
		BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.			

25	REVERSE AUCTION	In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "Online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.			
26	DEVIATION	The offer with any deviation from BHEL enquiry terms and conditions will be summarilly rejected.			
27	DISCRETION OF ACCEPTANCE	BHEL do not bind themselves to accept any or the lowest tender and reserve the right to reject any tender or portion thereof without assigning any reason whatsoever.			
28	LOADING OF QUANTITIES	The minimum order quantity will be placed for 40% of requirement on L1 vendor and the balance will be distributed to L2-L6 based on their acceptance of L1 price with same terms & conditions being allowed to L1 party.The distribution will be in the following manner. L1-40% ,L2-25%,L3-15%,L4-10%,L5-6,L6-4% of the total requirement. In case any of the L2 to L6 vendors does not agree for the L1 price (counter offer), then this counter offer would be extended to next ranking vendor.If any of the L1-L6 vendors doesn't deliver as per BHEL requirement or causing delays which hampers the production interests of BHEL, the predefined quantity on the respected vendor(L1-L6 vendors) will be offloaded on next capable vendor as per ranking.			
		<p>a) Vendor to be qualified to IBR by Director of Boilers of concerned state on or before Bid opening date.</p> <p>b) Welders employed on this job are to be qualified to IBR by Director of Boilers of the respective state. Qualified welders certificate to be furnished along with offer.</p>			

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| <p>c) BHEL shall furnish relevant drawings approved by Telangana Director of Boilers to the Vendor. However, if the Vendor is based outside Telangana state, it is Vendor's responsibility to take clearance from Director of Boilers of concerned state on relevant drawings before proceeding with fabrication.</p> |
| <p>d) Vendor should have facility for conducting Hydro test as required by BHEL drawings.</p> |
| <p>e) Vendor should have executed at least two Deaerator (spray cum tray type) orders of the following sizes in the last 5 years.
I. Storage tank of diameter 3.5 meters and overall length not less than 25 meters (in multiple sections).II. Deaerator Heater of diameter not less than 2 meters and length not less than 8 meter. III. Vendor shall furnish Purchase order copy & corresponding final inspection reports cleared by customer or customer representative. Vendor shall furnish the contact details of customer, whose order(s) was (were) executed.</p> |
| <p>f) Vendor shall have facilities to manufacture Deaerators of 660MW & above (super critical sets). The size of Deaerators for the same would be approximately of dia. 4 meters X 48 meters length and hydro test pressure around 30 KG/CM².</p> |
| <p>g) The maximum weight of a single deliverable would be around 60 tons. Deaerator may have maximum 6 deliverables. Length of each deliverable can be between 10 to 15 meters.</p> |
| <p>h) Vendor shall have thorough knowledge of the following standards like ASME Sec-VIII, Div-1, Heat exchange institute (HEI), Indian boiler regulations (IBR).</p> |
| <p>i) Vendor shall have submerged arc welding facility at their works & shall furnish suitable evidence for the same. The same shall be necessarily used for the proposed jobs. Vendor shall furnish WPS and PQR for submerged arc welding process.</p> |
| <p>j) Vendor should have permanent shed under which manufacturing of Deaerators shall take place. Manufacture of Deaerator in open area is strictly not permitted.</p> |

k) If any vendor is not having any of the following facilities mentioned below, vendor shall furnish tie-up letters with BHEL-approved sources. 1) Rolling 2) NDT 3) Stress relieving 4) Grit/shot blasting 5) Painting 6) Dished End & Spherical Dish pressing

l) BHEL team will visit to assess the vendor based on the details given in his offer. This is not applicable to those vendors who have already supplied Deaerators to BHEL.

30

CLARIFICATION

If any further clarification is required kindly write to us or depute your representative for discussion before submitting your offer. Contact details & mail ids:
MALOTHPRASAD:08886976663,040-2318 3620,maloth@bhelhyd.co.in,
A ASHOK:09989512341,040-2318 2185 ,ask@bhelhyd.co.in,
B.A.N.RAJU:09490167322,040-2318 5266,bhanraju@bhelhyd.co.in,
PGK MURTHY:040-2318 5276,09440270610,pgkmurthy@bhelhyd.co.in

Note(1): The above terms and conditions are applicable for this tender. All the remaining terms and conditions are as per GCC and ITB.

VENDOR'S SIGNATURE WITH COMPANY SEAL