

**TERMS & CONDITIONS FOR PROCUREMENT OF 'FORGED Y PIECES' – INDIGENOUS / FOREIGN**

SL. NOS.	BHEL REQUIREMENT	AGREE	DISAGREE
1	<b>TYPE OF BID</b> – Offers are invited to submit in single/ <u>Two parts</u>		
	<b>A. In case of Single Part Bid</b> 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.	NA	
	<b>B. In case of Two part bid</b> , the following procedure shall be followed. <b>Part-I TECHNICAL - CUM – COMMERCIAL PART ( Un priced )</b> :-THIS PART OF THE BID SHALL CONTAIN FOLLOWING TECHNICAL AND COMMERCIAL POINTS ONLY (EXCEPT PRICE PORTION)		
	<ol style="list-style-type: none"> <li>1. Duly filled, signed and stamped our 'Terms and Conditions' format</li> <li>2. Acceptance to our <b>TDC104 rev 09</b> (Technical delivery conditions) as given in the tender. Deviation if any shall be clearly indicated. <b>UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE</b></li> <li>3. Vendor to provide <b>design calculations for one of the Y Piece quoted.</b></li> <li>4. Vendor to submit duly filled and signed '<b>Annexure A – Eligibility Criteria</b>' along with all applicable documents.</li> <li>5. Acceptance to <b>QCP-18</b>:- Raw material (FORGINGS F91) procurement sources</li> <li>6. EP shall be done as per items drawings, sent along with the enquiry</li> <li>7. Confirmation to supply as per drawings sent along with enquiry</li> <li>8. Confirmation to follow packing procedures as per document:- <b>PC-PKG-01</b></li> <li>9. Copy of Unpriced bid (without price) clearly <b>indicating quoted/not quoted</b> against each line item</li> </ol> <p>(Money values shall not be indicated i.e. unpriced bid).</p>		
	<b>PART II PRICE PART :</b>		
	<b>Foreign vendors- The unit price shall be quoted on CFR Chennai port basis. Tender shall be evaluated for price competitiveness on FOR / Trichy (total cost to BHEL) basis, considering quotation on CFR Chennai.</b>		
	<b>Foreign vendors-</b> Incase foreign vendors wish to quote on FOB basis, they are required to provide <b>loading port name</b> . In such cases BHEL shipping charges shall be loaded on quoted prices to evaluate the tender on CFR basis.		
	<b>Indigenous vendors-</b> The unit price on <b>FOR Trichy/Site basis</b> ( Including freight and insurance )		
	<p><b>The price shall include all testing, inspection, packing &amp; Forwarding charges. PLEASE DO NOT QUOTE ON EX-WORKS BASIS.</b></p> <p>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, item wise including Taxes &amp; Duties <b>shall be furnished</b>. Preconditions for price will not be accepted.</p> <p><b>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.&amp; Date, Tender Opening date and to be sent to</b></p> <p align="center">SR. MANAGER / PURCHASE (FITTINGS) BHEL: PIPING CENTRE 80, G.N CHETTY STREET T.NAGAR, CHENNAI 600 017</p>		
	<p><b>TENDER SHALL</b> be processed through opening the submitted sealed price bid.</p> <p>However BHEL reserves the right to finalize the prices by <b>REVERSE AUCTION</b>. Which will be informed after technical evaluation.</p> <p>Price Comparison shall be made by considering the Exchange rates (SBI TT Selling rate) as on Technical bid opening date.</p>		
2	<p>Vendors should accept ordering based on competitive price at item level, ordering will not be made on package basis. Minimum order qty. / Minimum order value condition is not applicable for this tender.</p> <p><b>If any such condition is made by the vendor, their bid will be liable for rejection.</b></p>		

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3	<p><b>Test certificates</b> 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><b>Inspection documents</b> 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/IBR approved TPIA should be sent along with the first consignment and the attested Xerox copy of IBR shall be sent for subsequent consignments.</p> <p><b>Soft copy</b> of the all the test certificates shall also be submitted through email.</p>		
4	Year of Code for Viz. the standards ASME B16.9, ASME B 28, ASME B.16.11 & ASME B16.5 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 (i.e. U.T/LPI/MPI) has to be mentioned.		
5	<b>VALIDITY OF THE OFFER:</b> - The quotation shall be valid at least for a period of <b>120 days from the date of technical bid</b> opening / 60 days from the date of final reverse auction. Offer with lesser validity may not be considered		
6	<p><b>DELIVERY SCHEDULE :- 6 MONTHS from LOI / PO date</b></p> <p>DELIVERY IS THE ESSENCE OF THE CONTRACT. As delivery will affect our project requirements, kindly quote for the above delivery period only. However it may be noted that deviation in quoted delivery if any, is subjected to acceptance to BHEL.</p>		
7	<p><b>TERMS OF DELIVERY :-</b></p> <p><b>1) Indigenous vendors FOR Trichy/Site basis:-</b> Dispatch of Fittings shall be made to Trichy/Site based on Delivery instructions by BHEL-PC. Part of each item ordered may be sent to various site all over India and remaining items shall be sent to Trichy Stores. Vendor shall take into consideration the freight &amp; packing charges due to the above.</p> <p><b>2) Foreign vendors CFR Chennai port basis:-</b> Vendors quoting on CFR basis shall arrange for free container retention period of 21 days for clearance of cargo.</p>		
8	<p><b>TAXES &amp; DUTIES: - 1)</b> Indigenous vendors : Please indicate clearly the percentages of applicable taxes, duties like CST, Excise Duty or any other taxes / duties.</p> <p><b>2) Foreign vendors:</b> NA</p>	ED – CST/VAT – Any other -	
9	<p><b>TRANSPORT:-</b></p> <p><b>For Indigenous suppliers:</b> Wherever DTS advice is given, fittings shall be directly sent to respective project sites. The remaining items shall be sent to Trichy Stores.</p>		
10	<b>PRESERVATION &amp; IDENTIFICATION:-</b> As per Technical Delivery Condition		
11	<p><b>INSPECTION:-</b></p> <p><b>Indigenous suppliers</b> IBR, BHEL/ BHEL approved third Party inspection agency and Customer Inspection for CS &amp; AS materials.</p> <p><b>Foreign suppliers</b> SGS / BV /LLOYDS/TUV or IBR approved inspection agency. Vendor to specify the inspection agency name.</p>		
12	<p><b>Inspection Charges:-</b></p> <p><b>For Indigenous vendors:</b> IBR inspection charges shall be included in quoted unit prices. BHEL/BHEL approved TPI charges shall be borne by BHEL. However testing charges shall be in vendors scope.</p> <p><b>For Foreign vendors:</b> Inspection shall be by reputed IBR approved agencies like Lloyds, BV, SGS, TUV etc (Vendor shall indicate the name of the agency in the technical bid). Inspection charges shall be included in the quoted unit prices.</p>		

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13	<p><b>GUARANTEE:</b> 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>		
14	<p><b>LD CLAUSE:</b> - 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 <b>10%</b> of the price of delayed/undelivered portion. <b>However it may be noted that loading on quoted prices for LD shall be done to the extent to which the bidder is not agreed (for e.g. if vendor agrees for LD max. of 6% then the remaining portion i.e. 4% shall be loaded on his quoted rates for evaluating the offer).</b></p> <p>For the purpose of LD , the delivery date will be reckoned as follows:</p> <ol style="list-style-type: none"> <li>1. For foreign/Imported vendors: <b>CFR basis: Date of Bill of Lading will be taken as delivery date.</b></li> <li>2. For foreign/Imported vendors: <b>FOB basis: Final inspection agency's signed date in the test certificate.</b></li> <li>3. For Indigenous sources: LR date will be taken as the delivery date.</li> </ol>		
15	<p><b>TERMS OF PAYMENT: No advance payment shall be made by BHEL.</b></p> <p><b>For indigenous vendors: 100% payment after 45 days after receipt of materials &amp; Performance bank guarantee @ 10% of PO value valid until guarantee period:</b> 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 affected.</p> <ol style="list-style-type: none"> <li>A. Invoice in Triplicate</li> <li>B. Delivery Challan in duplicate.</li> <li>C. Guarantee certificate in duplicate.</li> <li>D. Lorry Way Bill Copy               <ol style="list-style-type: none"> <li>1) <b>Site acknowledged LR</b> in case of DTS dispatch</li> <li>2) Proof of receipt of material at Trichy stores</li> </ol> </li> <li>E. Inspection report copy</li> <li>F. IBR Form III-C copy</li> <li>G. ED gate pass original or copy with a confirmation that the original is sent with the goods.</li> <li>H. Performance bank guarantee</li> </ol> <p><b>For Foreign Vendors: 100% through CAD (or) 100 % LC at sight.</b> It may be noted that loading for LC charges will be made @ 1.5% of quoted rates.</p> <p>Kindly choose one of the given two options.  <b>Vendor shall furnish Performance bank guarantee @ 10% of PO value valid until guarantee period</b></p>		
16	<p><b>Micro / Small Indian Enterprises (MSE):</b> In case the supplier belongs to MSEs (Micro Small Enterprises) – Indian vendors , Registration copy in this respect shall be submitted along with the offer. The MSE certificate shall be certified by a Chartered Accountant for the current status.</p> <p>The following is the benefit for the MSEs. In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of quantity (Item level). Out of this 20% quantity, a sub target of 4% is earmarked for MSE owned by SC/ST entrepreneurs. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>The current status of your organisation is –</p> <ol style="list-style-type: none"> <li>1) Micro <input type="checkbox"/></li> <li>2) Small <input type="checkbox"/></li> <li>3) Medium <input type="checkbox"/></li> <li>4) Owner's Caste SC <input type="checkbox"/> ST <input type="checkbox"/> Others <input type="checkbox"/></li> </ol> <p>YOU ARE REQUIRED TO SUBMIT SUPPORTING DOCUMENTS (EM-II certificate having deemed validity (five years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate ( format enclosed as per annexure-I) WHICHEVER IS APPLICABLE &amp; valid caste certificate of MSE owner, if belong to SC/ST category along with the tender documents.</p>		

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17	This is to bring in your attention that information regarding ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors’ is now available on www.bhel.com on “supplier registration page”. Vendors are requested to go through these guidelines.		
18	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.		
19	Vendors who are not registered with BHEL PC Chennai, will have to submit the Supplier Registration Form (SRF) after successful completion of techno-commercial evaluation and after getting intimation from BHEL for the same. The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. The Online Application may be submitted through following link <a href="http://suppliers.bheltry.co.in/">http://suppliers.bheltry.co.in/</a>		
20	One agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL PC Chennai is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)		
21	<p><b>GENERAL :-</b></p> <ol style="list-style-type: none"> <li>The PO copy with all details will be given to successful bidders <b>in soft mode also.</b></li> <li><b>Order will be placed on item level L1 status only and not as a total package.</b></li> <li>Acknowledgement for receipt of PO shall be sent within one week from the date of receipt.</li> <li>BHEL reserves the right to cancel this tender without assigning any reasons what so ever.</li> <li>Deviation taken after placement of order will not be accepted (Both technical &amp; on delivery)</li> <li>Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of fittings and confirm compliance.</li> <li>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.</li> <li>BHEL reserves the right to negotiate or re-float the tender opened if L1 price /or other details are not acceptable to them</li> <li>BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL</li> <li><b><u>Risk purchase clause:</u></b> 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.</li> </ol>		

**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.**

VENDORS SIGNATURE & SEAL