

TERMS & CONDITIONS
PROCUREMENT OF WELDED & IS 3589 PIPES WITH COATING FOR
VARIOUS PROJECTS
INDIGENOUS / FOREIGN

SL. NOs.	BHEL REQUIREMENT								AGREE/ DISAGREE/ Tick appropriate option
1	SCOPE OF SUPPLY Manufacture and supply of below mentioned quantity of Welded & IS 3589 Pipes meeting BHEL drawing & technical requirements with external and internal coating for various Projects and to be delivered at respective project site.								
2	LIST OF ITEMS								
	PAC KA GE	MATL CODE	MATERIALS	QTY	Process	PROJECT NAME	WT/ MT	OG/ UG	Drg no
	P1	159385380000	PIPE DIA 273.1 X 6.0	2915	ERW	PATRATU	115.14	OG	3-80-463-35663
							115.14		
	P2	159385340001	PIPE DIA 711.2 X 8	810	Spiral	PANKI	112.35	UG	3-80-477-35801
							112.35		
	P3	159385340001	PIPE DIA 711.2 X 8	475	LS/Spiral	PATRATU	65.88	UG	3-80-463-35663
		159385340001	PIPE DIA 711.2 X 8	32	LS/Spiral	PATRATU	4.44	OG	3-80-463-35663
		159385340001	PIPE DIA 711.2 X 8	77	LS/Spiral	PATRATU	10.68	OG	3-80-463-35663
							81		
	P4	159385370001	PIPE DIA 813 X 8	350	LS/Spiral	BHUSAWAL	55.58	UG	3-80-468-35687
							55.58		
	P5	159385370001	PIPE DIA 813 X 8	2150	LS/Spiral	TSGENCO YADADRI	341.42	UG	3-80-468-35326
		159385370001	PIPE DIA 813 X 8	80	LS/Spiral		12.704	OG	
							354.12		
	P6	159385370001	PIPE DIA 914X10	150	LS/Spiral	YADADRI	33.81	UG	3-80-468-35326
		159385830000	PIPE DIA 914 X 10.0	4100	LS/Spiral	PATRATU	924.14	UG	3-80-463-35663
		159385830000	PIPE DIA 914 X 10.0	80	LS/Spiral	PATRATU	18.03	OG	3-80-463-35663
							975.98		
	P7	159382350001	PIPE DIA 1726X14	2000	LS/Spiral	BHUSAWAL	1182.1	OG	3-80-468-35687
							1182.1		
	P8	159385970000	PIPE DIA 2235 X 18	28	LS/Spiral	PATRATU	27.55	UG	3-80-463-35663
		159385970000	PIPE DIA 2235 X 18	8	LS/Spiral	PATRATU	7.87	OG	3-80-463-35663
		159386020002	PIPE DIA 1829 X 14	1100	LS/Spiral	PATRATU	689.7	UG	3-80-463-35663
		159387080001	PIPE DIA 1422 X 12	180	LS/Spiral	PATRATU	75.06	UG	3-80-463-35663
							800.18		
	P9	1593860100UG	PIPE DIA 3240X20UG	800	LS/Spiral	BHUSAWAL	1270.48	UG	3-80-468-35687
							1270.48		
						TOTAL	4946.93		

3.0 TECHNICAL REQUIREMENTS

A) PIPE REQUIREMENT

- A For Pipe dia 3240X20 mm,(Package 9) Pipe shall be manufactured from IS 2062 or equivalent plates / IS 10748 coils through Long seam/Spiral welded process and BHEL **Technical Delivery Condition TDC: TDG: 121 Rev. 01 dt 21.06.2019.**
- B For all other pipe dia, (Packages 1 to 8) Pipe shall confirm to IS 3589 specification meeting the requirements as per our Technical Delivery Condition TDC: TDG:07 Rev. 07.dt **21.06.2019.**
- C Pipe shall be supplied as per BHEL drawings mentioned above.
- D Edge preparation shall be as mentioned in BHEL drawings.(Refer Pipe drawings)
- E Spider Arrangement shall be provided at both ends of the pipe as per Drawing No. 4-80-999-93078 Rev. 01. *Spider arrangements are applicable only for pipe dia above 1000mm, (Spider arrangements are not required for other pipe sizes)*
- F The Length of each Pipe shall be as mentioned against each drawing respectively
- G Total Quantity Tolerance shall be as mentioned against each drawing respectively
- H Typical Quality plan available with vendor shall be submitted. (Preferably customer approved)
- I WPS/PQR to be submitted.
- J Bidder shall submit detailed process flow chart from raw material stage including manufacturing of pipe, Edge Preparation, Coating, testing, Spider arrangement.
- K Bidder shall indicate whether they are out sourcing any of the activity other than rolling and welding. If so, details shall be furnished.
- L Bidders to submit **valid ISO 9001 certificate.**
- Deviation if any shall be clearly indicated in a separate sheet. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE.

B) COATING REQUIREMENT

Painting Scheme Reference for **RESPECTIVE** projects are attached

Painting shall be done as mentioned against each item in Annexure – List of items.

4	QUALITY PLAN After placement of Purchase order vendor shall submit (a) Quality plan for fabrication of pipe, meeting the agreed tender requirements (b) Coating procedure and Inspection & Test Plan for Internal Coating (if applicable) for review/approval immediately within 10 days. Manufacturing shall commence subjected to approval of above QPs by BHEL.	
5	INSPECTION Indigenous suppliers BHEL/ BHEL approved third Party inspection agency. Inspection call shall be raised by the Bidder as per the inspection stages indicated in approved Quality Plan. Inspection call shall be given at least 7 days in advance to the required inspection for planning. Inspection call letter should contain all details pertaining to type of inspection, manufacturing schedule, inspection dates etc. Bidder to ensure the readiness of material on the date of visit by inspector. Foreign suppliers Inspection shall be through renowned agencies such as TUV, Lloyds, SGS & BV. If any different agency is proposed by the bidder; the name of the inspection agency shall be indicated in the offer. BHEL shall consider for acceptance or otherwise. Inspection charges shall be included in the quoted unit prices.	
6	TESTING AND TEST CERTIFICATES NDE TESTING For Pipe dia less than 1000 mm As per clause 6.1 of TDC: TDG:07 Rev. 07, 100% hydro on each pipe + Radiography test for 100 mm weld length at both the ends for 10 % of the pipes For Pipe dia 1000 mm and above As per clause 6.2 of TDC: TDG: 121 Rev. 01& TDC: TDG:07 Rev. 07 , as applicable and shall be done by any one of the following options. Bidders to tick and indicate their choice below – i) 100% Hydro test along with Radiography Test for 100 mm Weld Length on both the ends of each pipe. ii) 100% Ultrasonic Test + 10% Radiography Test on weld length (including all T-joints and 100 mm Weld length at both the ends) for each pipe. iii) 100% Radiography Test on weld length of each pipe. <u>Marking & Identification:-</u> Pipes shall be marked & identified with details as indicated in Cl 8 and 9 of TDC: TDG: 121 Rev. 01& TDG: 07:07 on external and internal surfaces of the Pipe	(TICK ANY ONE) ☐ ☐ ☐

Test certificates as called for in the TDC & approved QP shall be sent to Purchase / Piping Centre BHEL Chennai immediately after the shipment / dispatch of items and not through Bank.

Inspection documents shall be furnished for each batch of dispatch / consignment.
Soft copy in CD format of the all the test certificates shall also be submitted.

Year of Code for the standards shall be latest and the specific year is to be mentioned in the Manufacturer's test certificates.

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Two-part bid :

Part-I TECHNICAL - CUM – COMMERCIAL PART (Un priced) :-

This part of the bid shall contain following technical and commercial points only (**except price portion**)

1. Bidder to submit duly filled and signed '**Pre-Qualification Criteria**' along with all supporting documents.
2. Duly filled, signed and stamped '**Terms and Conditions**' format which contains Commercial & Technical requirements along with BHEL TDC: TDG: 121 Rev. 01& TDC: TDG:07 Rev. 07., Painting scheme, Edge preparation and Spider Arrangement Drawings and all supporting documents.
3. Copy of Unpriced bid (**without price**) clearly **indicating quoted/not quoted** against each line item.
4. Integrity Pact - To be filled and submitted with Part-1 without fail.

The above documents form part of this tender document and bidder shall ensure that they have received all these along with tender and confirm.

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PART II PRICE PART :

Bidders to note that evaluation of the bid and ordering will be on **Package basis** only.

Ordering will be made on **Package-wise L1 ONLY**. (ie for respective Packages 1 to 9)

Bidders are requested not to quote for part of the package. Otherwise, their bid will be liable for rejection.

INDIGENOUS BIDDERS

The unit price shall be quoted on **FOR Respective project site basis**
 (BASE PRICE and other components strictly as per price template attached)

The price shall include all testing, inspection, packing and freight & insurance charges.
PLEASE DO NOT QUOTE ON EX-WORKS BASIS.

Price quoted by the Supplier item wise with **break up as per the price bid template shall be furnished.**

	a.Base Price shall include Cost of Raw Material plus conversion cost per Meter of pipe including Edge Preparation and providing Spider Arrangement and Testing and Packing. b.External Painting& Internal Coating charges shall be quoted extra as per the respective painting scheme attached, as indicated in the price format. c. Percentage of applicable GST shall be clearly indicated. d. Freight and transit insurance charges to be quoted extra. Ordering shall be on Free on Road, FOR – RESPECTIVE Project Site.	
	<u>FOREIGN BIDDERS</u> The unit price shall be quoted on DAP RESPECTIVE project site basis. Delivered at Place(DAP) – RESPECTIVE Project site , India Tender shall be evaluated for price competitiveness on FOR RESPECTIVE project site (total cost to BHEL) basis. Currency to be mentioned. Country of origin and Port to be indicated. The price shall include all testing, inspection, packing and freight & insurance charges. <u>PLEASE DO NOT QUOTE ON EX-WORKS BASIS.</u> Price quoted by the Supplier item wise with break up as per the price bid template shall be furnished. a.Base Price shall include Cost of Raw Material plus conversion cost per Meter of pipe including Edge Preparation and providing Spider Arrangement and Testing and Packing. b. External Painting& Internal Coating charges shall be quoted extra as per the respective painting scheme attached, as indicated in the price format. c. Freight charges should be quoted extra. Ordering shall be on be DAP RESPECTIVE basis.	
9	Quantity mentioned against each item may vary. In such case, bidder shall be informed about the variation in quantity and subsequently bidder shall be asked to submit price impact if any in % of quoted price before opening of price bid.	
10	Tender shall be processed by E-Procurement Mode For E – Procurement , Please click this link to take you to the procurement site - https://bhel.abcpurchase.com, you will be required to log in with user code and password allotted to you. (contact Abcpurchase @ https://bhel.abcpurchase.com/EPROC/contactus)	

11	EVALUATION OF BIDS Price Bids of only the PQR and Techno-commercially qualified bidders will only be opened. L-1 shall be arrived based on the total net cash outflow to BHEL (inclusive of all cost elements for the entire scope, taxes and duties). For Foreign bidders, following shall be considered a. Customs Duty - Pls note that the comparison of offers would be done as per the applicable Duty structure on the date of opening of Price Bid. b. Exchange Rate – For import bidders, the exchange rate on the date of technical bid opening, as per TT selling rate of SBI will be taken for evaluation. BHEL reserves the right to finalize the prices through Reverse Auction or sealed envelope bid opening and the same shall be intimated to Bidders after technical scrutiny of the offers. Information on Reverse Auction enclosed. In case of RA, Ranking of bidders shall be reckoned based on the final rates quoted by individual bidders at the end of Reverse Auction which includes both online sealed bid and dynamic bidding. Elimination of H1 will happen after Online sealed bid of RA.	
12	TERMS OF DELIVERY: - 1) Indigenous Bidders FOR RESPECTIVE PROJECT Site basis: - Dispatch of items shall be made to RESPECTIVE project Site, India based on Delivery instructions by BHEL-PC. 2) Foreign Bidders DAP RESPECTIVE project site basis: - As per the DAP, the vendors' scope is till the project site and expenditures incurred up till project site will be to vendor's account except the customs duty which will be paid by BHEL. Custom clearance at Indian Port will also be in vendor's scope. Crannage, wharfage, inter-carting, charges related to shipping liner, demurrage / detention if any and customs incidental charges and other miscellaneous if any, shall be to the vendor's account.	
13	DELIVERY SCHEDULE: - 4 months from LOI / PO date Supplies are to be completed within 4 months from LOI/PO date. As delivery will affect our project requirements, kindly quote for the above delivery period only. Bidder has to strictly confirm to the delivery terms. Bids not complying with the delivery period are liable for rejection.	
14	LD CLAUSE: - If the bidder fails to deliver the item 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 10% of the price of delayed/undelivered portion. For the purpose of LD, the delivery date will be reckoned as follows: For foreign/Imported Bidders: DAP RESPECTIVE project site basis: LR date for transporting imported pipes from Chennai port to project site will be taken as delivery date.	

	2. For Indigenous sources: LR date will be taken as the delivery date.	
15	LD Calculation & Loading: LD will be calculated for the number of days delayed from the PO delivery date. % LD per day and LD value calculation is indicated below- • No of days delayed = LR date - PO delivery date • % LD per day = (No of days delayed) * (0.5 / 7) * contractual LD agreed [% LD will be rounded to nearest two decimals] • LD value = % LD calculated above * Value of the delayed supply If deviating with respect to BHEL's standard LD clause, loading will be applicable to the extent to which the bidder has not agreed (for eg. if bidder agrees for maximum LD of 6%, then the remaining portion ie. 4% shall be loaded on the quoted rate during price evaluating of the offer).	
16	VALIDITY OF THE OFFER: The quotation shall be valid at least for a period of 90 days from the date of technical bid opening / 60 days from the date of reverse auction. Offer with lesser validity may not be considered	
17	GUARANTEE: Bidders 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. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order is placed on you. Material shall be guaranteed against manufacturing defects or faulty workmanship for a period of 24 months from the date of receipt of pipes with coating at project site. Any defect noticed during this period shall be repaired/replaced free of cost, to the satisfaction of BHEL and the End User. No deviation in this regard shall be accepted. Pipe Bidder shall cover the guarantee for both pipe and coating.	
18	CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE : By Submitting the bid, Bidder explicitly accepts to BHEL's requirement, as per Standard Risk and Cost clause document Enclosed herewith.	
19	TERMS OF PAYMENT: No advance payment shall be made by BHEL. For indigenous Bidders: 100% NEFT payment after 60 days of receipt & acceptance Payment shall be made against presentation of following documents to our Finance Department. However, a copy of Invoice and LR shall be sent to Purchase department immediately after the dispatch is effected. a) Commercial Invoice in triplicate b) Delivery Challan in triplicate whichever is applicable	

- c) Guarantee certificate.
- d) Lorry Way Bill (Original + Two copies)
- e) Site Ack. Lorry Way Bill (Original + Two Copies)
- f) Quality documents (as per approved QP/PO)

Soft copy of Invoice and LR should be sent immediately after dispatch by e-mail to Purchase.
Hard copy should be sent subsequently within two weeks.
Payment shall be processed only after receipt of site acknowledgement.

However preference in payment shall be given to MSE bidders as per BHEL guidelines

For Foreign Bidders:

100% through CAD after 60 days from the date of receipt of documents at BHEL bank.
Respective bank charges to respective account.

Payment shall be made against presentation of following documents.

- a) Commercial Invoice
- b) Packing List
- c) Country of Origin
- d) Bill of Lading
- e) Quality documents (as per approved QP/PO)
- g) Site Ack. Lorry Way Bill

However payment shall be made only after receipt of site acknowledgement LRs.

20 QUALITY DOCUMENTS

One original + two copies of Quality Documents, as called for in the quality plan/Purchase order shall be sent to Purchase / Piping centre BHEL Chennai immediately after the shipment / despatch of Items.

All the quality documents are to be submitted in soft copy (in CD format) apart from the hard copy.

21 INTEGRITY PACT – Format being sent. Your bid will be considered only after signing and submitting the Integrity pact.

a) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

SI No	IEM	Address	Phone & Email
1	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane 18, Neb Sarai, Sainik Farms, New Delhi -110 068.	pravin.tripathi@gmail.com

b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with Techno-Commercial bid (Part-I, in case of two / three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below.

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PURCHASE PREFERENCE FOR MAKE IN INDIA

- For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT.
- In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Document certifying local content and penal action in case of wrong declaration by suppliers.

- The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification on their letter head certified by the authorized signatory of the bidder that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- A supplier who has been debarred by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- The onus of submission of appropriately certified documents lies with the bidder and BHEL shall not have any liability to verify the contents and will not be responsible for the same. However, in case BHEL has any reason to doubt the authenticity of the Local Content, BHEL reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected.

23	PURCHASE PREFERENCE FOR MSE SUPPLIERS. ○ Purchase preference for local MSE's quoting in the tender has been increased from 20% to 25%. ○ Within the 25% reservation for local MSE's, 3% reservation will be applicable for women owned MSE's and 6.25% reservation will be applicable for MSE's owned by SC / ST. ○ If the quantity is not-divisible, L1 rate shall be counter offered to eligible MSE supplier who fall within price band of L1 + 15%. On acceptance, entire quantity shall be ordered on MSE supplier. Document to be submitted as proof of MSE. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested / notarized copies (by a Gazetted officer) of anyone of the following documents along with copy of UAM certificate- • Valid EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II). • Valid NSIC certificate. • Copy of CA certificate (in BHEL's standard format) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of Two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for the Enquiry if any deficiency in the above required documents are not submitted before price bid opening. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.	
24	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". Bidders are requested to go through these guidelines.	
25	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
26	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)	

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GENERAL: -

- i. The PO copy with all details will be given to successful bidders **in soft mode also.**
- ii. Acknowledgement for receipt of PO shall be sent within one week from the date of receipt.
- iii. BHEL reserves the right to cancel this tender without assigning any reasons what so ever.
- iv. Deviation taken after placement of order will not be accepted (Both technical as well as on delivery)
- v. Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of item and confirm compliance.
- vi. 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.
- vii. BHEL reserves the right to negotiate or re-float the tender opened if L1 price /or other details are not acceptable to them
- viii. BHEL reserves the right to order on more than one Bidder at the lowest acceptable price to BHEL.
- ix. Any other terms or conditions mentioned in your offer other than the above mentioned formats will not be evaluated and will be considered null & void. Hence your offer shall contain **ONLY** the above mentioned formats.
- x. Bids not accepting to above conditions will be liable for rejection.
- xi. For verification of data submitted towards evaluation of bidder's capability, BHEL may decide to visit the bidder(s) works. Any fact found deviating from submitted data shall make the bidder liable to be disqualified.
- xii. In the event of newly approved vendor becoming the successful bidder, manufacturing process of first lot of Pipes from raw material stage to end product with coating shall be witnessed by BHEL inspection. Balance PO quantity can be taken up for manufacture only after inspection and clearance of the first lot by BHEL. BHEL reserves the right to cancel the order if the trial quantity is not meeting our requirement.

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.

Vendor's signature and seal