

Enquiry for Supply of Non-IBR and LP Piping System with Vendor Material
Enquiry No : 4211900006 dt 21.11.2019

SECTION – I

Sub: Fabrication and supply of Non-IBR and LP Piping System with Vendor Material on an Annual Framework agreement basis.

BHEL – Piping Centre, T.Nagar, Chennai – 600017, hereby invites offers for the fabrication and supply of Non IBR and LP Piping System with “VENDOR MATERIAL, on “FRAMEWORK AGREEMENT BASIS”, as per enclosed / attached details and request to submit your offers by 14:00 Hrs on or before the due date in two Parts as below in the E-procurement website <https://bhel.abcpurchase.com>

Below mentioned documents will form part of the Techno-commercial Bid and Price bid in NIT. Vendors shall ensure all the documents are uploaded as per instructions below

1. LIST OF ANNEXURES

Section/Annexure	Remark
Section II: Terms & conditions of tender	Bidders shall download the documents and read all terms and conditions carefully. Firm shall accept the terms and conditions of all sections and annexures in Part I offer. Bidders to agree to the terms and conditions as such without taking any deviations.
Section III: List of Items and Quantum details	
Section IV: Sample set of Group Manufacturing Specifications (GMS) and Set of Drawings pertaining to the Sample GMS	
Section V: Quality Work Instructions	
Section VI: Testing and inspection procedures	
Section VII: List of Approved Raw material suppliers	
Section VIII: Packing Instructions for piping and piping components	
Section IX: Indicative Project Details	
Section X: Standard Risk and cost	
Section XI: Information on RA	
Annexure A: Pre-Qualification Criteria	Bidders shall download Annexures A to J and fill the required details before uploading the duly signed Annexures.
Annexure B: Techno-commercial offer	
Annexure C: Bank Guarantee Format & List of Consortium Banks	
Annexure D: Integrity Pact	
Annexure E: Non-Disclosure Agreement	
Annexure F: Declaration by the bidder	
Annexure G: Certification for MSE	
Annexure H : Make in India Declaration	
Annexure I : Tentative checklist for New bidders	

Prospective suppliers are requested to submit their offer through BHEL's E-Procurement portal (<https://bhel.abcpurchase.com/EPROC>) in Two Parts basis (Part I- Pre Qualification Requirement and Techno-Commercial bid; Part II- Price bid) on or before 14.00 HRS IST on due date. Part I bid will be opened on 14.30 HRS on the tender due date.

2. E PROCUREMENT:

This Tender shall be processed via E-procurement portal <https://bhel.abcpurchase.com>
Please go to this link of our procurement site - <https://bhel.abcpurchase.com>, log in with user code and password allotted. (contact Abcpurchase @ <https://bhel.abcpurchase.com/EPROC/contactus>)

Note: The following details to be furnished along with the offer

- Complete postal address with Pin Code.
- Contact Person /s, Phone No, Mobile No, FAX No, Email ID etc.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

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.

3. SUBMISSION OF BIDS

Quotation shall be furnished strictly as per the templates of ***Price Bid, Pre-Qualification Requirements & Techno Commercial Offer***, with all details as called for shall be uploaded in the E procurement website.

Quotations shall be strictly as per the price bid and should not be subjected to any correlation or indirect interpretations. Quotations shall fulfill all the above requirements. Otherwise the offers may be summarily rejected as a whole or as part thereof. Rates are to be quoted strictly as per the template taking care of all the requirements as indicated. Bidders 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.**

Bidders shall ensure to fill up all field of the following in E procurement website during Tender submission:

- a) BID PART-I - Pre - Qualification Requirement and Techno commercial Bid – (Mandatory)
- b) BID PART-II- Price Bid – (Mandatory)

Part I: Pre-Qualification Requirements Bid and Techno Commercial Bid part 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 the price bid template furnished in E-Procurement.

BHEL shall not be responsible for wrong quotes/uploads, missing attachments, blank file uploads in E procurement webpage. Bidders are requested to submit the offers with utmost care to reduce the chance of rejection.

DEVIATIONS

All clarifications may please be obtained to ensure the technical, quality, delivery, price requirements are understood, before submitting the offer. **DEVIATION ON TENDER TERMS are not acceptable.** All the deliverables shall be meeting BHEL Technical Delivery conditions and Quality requirements. In case of any clarification/better solution, same may be clearly indicated separately.

Quotations shall fulfill all the above requirements. Otherwise the offers may be summarily rejected as a whole or as part thereof. Rates are to be quoted strictly as per the template taking care of the requirements of various project sites, including responsibility of transportation to various sites, as indicated.

4. INTEGRITY PACT (IP):

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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below:

Sl No	IEM	Address	Phone	Email
1	Shri Arun Chandra Verma,IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	8130386387	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar,Lucknow - 226010	8853760730, 9818377360	vbsinghips@gmail.com

Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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 tender issuing department.

5. LATEST UPDATES/ CORRIGENDUM:

All corrigenda, addenda, amendments, time extensions, clarifications etc (if any) will be hosted on BHEL's tender notification (<http://www.bhel.com>) and Government's Central Public Procurement Portal (<https://eprocure.gov.in>) websites. Such corrigenda, addenda, amendments, time extensions, clarifications etc will not be published in newspapers or any other media. Bidders shall regularly visit the above websites to keep themselves updated. This also forms part of tender hence the same shall be enclosed with their offer.

6. SUSPENSION OF BUSINESS DEALINGS

It may please be noted that guidelines with respect to suspension of business dealings', 'Vendor evaluation format' and etc may undergo change from time to time and the latest one shall be followed. Offers of Vendors who have been banned or put under hold will not be considered for evaluation. Offers of Vendors who engage the services of Vendors banned by BHEL shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification - List of Banned Firms).Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded and is available on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vendor_registration/pdf/Suspension-of-Business-Dealings- with-Supplier-issued-Sept13_abridged.pdf. The bidders will be governed by Suspension of Business Dealings guidelines, BHEL.

For Bharat Heavy Electricals Ltd

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

SECTION – II
TERMS & CONDITIONS

Bidder's specific attention is drawn to the following:

Terms and Conditions which will form part of the contract arrived through this enquiry, are thoroughly read and understood before offering the rates.

1. SCOPE OF WORK

Scope of the work indicated in the tender is only indicative and not exhaustive. The broad scope of work in respect of all the rate schedules includes:

A. FABRICATION

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. 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. In case the Customer specifies material to be/not to be bought from a specific country's supplier/Manufacturer then the same shall be instructed in Purchase Order and shall be adhered to. 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 and from BHEL approved sources for all other projects.

- a) Finished items are to be dispatched to any of the project sites in India basis including BHEL Shipping (Trichy or Thirumayam)/ Chennai Port, which will be indicated in the order. Responsibility of packing (as per Packing Instructions), forwarding and transportation to any of the project sites in India/ BHEL Shipping (Trichy or Thirumayam) / Chennai Port will be with the supplier without any extra cost.
- 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.
- d) 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.
- e) 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.
- f) The jobs are to be offered to BHEL and Third party/customer inspection as detailed in the relevant Quality documents.
- g) The nature of work may be clearly analyzed by reading the relevant drawings/QCPs, CQP, SQP's and other quality documents before submitting the offer.
- h) The list of tentative projects site is furnished along with NIT which is indicative only. BHEL reserves the right to order against any additional project site based on the requirement.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

(Table A) LIST OF ITEMS WITH TENTATIVE QUANTUM /SIZE RANGE & DETAILS OF ITEMS/ INDICATIVE PERCENTAGE RATIO OF PIPE TO FITTINGS

Enq Sl No.	Material Description (System/Spec)	Planned Qty (MT)	Size Range Upto	Percentage by weight	
				Pipe	Fittings
1	Pipes & Fittings of Specification to Carbon Steel-SA106GRB/GRC, SA234 WPB, SA105, SA197, SA515Gr60, SA 515/SA 516GR70,SA672GrB (ASTM/ASME)	3500	Dia 610	80	20
2	Pipes & Fittings of Specification to IS 1239 BLACK, A53GrB, OTHER I.S SPECNS, FASTENERS & GASKETS etc	1300	Dia 168.3	95	5
3	Pipes & Fittings of Specification to IS3589 BLACK ,Fabricated fittings to IS2062 , Fittings to SA 234 WPB(upto size NB350)	1900	Dia 914	80	20
4	Pipes & Fittings of Specification to – IS 1239 Galvanised & Threaded	1000	Dia NB300	90	10
5	Pipes & Fittings of Specification to – IS 3589 Galvanised & Threaded	150	Dia NB300	90	10
6	Pipes & Fittings of Specification to – API 5L GRB-Fittings to SA 234 WPB	350	Dia NB300	90	10
7	Pipes & Fittings of Specification to ASTM SA335 P11 / P12/ P22/36, SA234WP11/ WP12/WP22, SA 182 F11/F12/F22,SA 387 Gr12, Gr22, SA193GrB7, SA194Gr2H	600	Dia NB600	95	5
	TOTAL	8800			

* Fittings to all specifications and sizes covered as mentioned shall include Elbows, Equal & Unequal Tess, Reducers, Flanges, Sockets, Unions, End Caps, Fasteners, Orifice plates etc.

The ratio of pipes to fittings against reference projects is shown above and it is indicative.

The percentage may vary however mostly this would be the percentage ratio of pipes to fittings.

B. QUALITY REQUIREMENTS

The applicable List of Quality Control procedure (QCP's), Testing and Inspection Procedures (TIPs), Standard Quality Plans (SQPs) are given below. Non-IBR & LP Piping 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:13 latest revision for Non-IBR & LP piping. (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: 34 Rev 04** for LP Piping and **QP- QPG: 55 Rev 01** for NON IBR piping along with project specific QP.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

c) Manufacturing & Inspection of SA672 pipes shall be as per **SQAP -02 and TDG – 08 Rev 03**

If any of the special projects not falling in above category is to be ordered, then specific customer approved QP shall be submitted/provided at that time. The other quality documents and points to be referred and used are listed below. All the documents are furnished the E Procurement website <https://bhel.abcprocure.com/> and the vendors are required to confirm acceptance.

1. Painting Scheme

Contract specific approved painting scheme.

2 List of Applicable QCPs

- a) QCP:07: Rev2 for surface preparation & stenciling, identification, end protection
- b) QCP:09: Rev1 for surface preparation and painting.
- c) QCP:10: Amendment No.2 QCP for Fabrication of Piping.

3 List of applicable TIPS

- 1. BHE:NDT:PB:PT:01 Rev.21 - Procedure for Liquid Penetrant examination
- 2. BHE:NDT:PB:MT:01 Rev.22 - Procedure for magnetic particle examination.
- 3. BHE:NDT:PB:RT:01 Rev.22 - Procedure for Radiographic examination of welds.
- 4. BHE:NDT:PB:UT:01 Rev.12 - Procedure for Ultrasonic examination of welds.
- 5. TIP:05 Rev.01 - Hydraulic test procedure for Pressure parts.
- 6. TIP:07 Rev.00 - Inspection Procedure for Packing.

4 Standard Painting Scheme.

SPS:01 Rev 04 dt 14.07.2009

5 Packing as per Packing Instructions Annexure

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

C. 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 in VIS/B2B portal.

- a) For NTPC Projects – NTPC and BHEL approved vendor list: **QCP:17** (latest revision). As on date Rev 03 dt 31.10.2019 is the latest.
- b) For Non-NTPC Projects BHEL approved vendor list: RM: VEND: LIST: PVM (latest revision). As on date Rev 06 dt 31.10.2019 is the latest.

Materials are to be procured from approved sources as per the list of RM sources given.

Raw materials and paints are to be procured with relevant TC and these have to be submitted/produced in original during inspection. Any test both destructive and non-destructive, if required, will have to be carried out by the vendors at their own cost. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials and TC to comply with the QP.

The system for storing and issuing materials shall be available with vendors for easy traceability.

Periodic audit of system of purchasing, storing and issue, etc. will have to be carried out by the vendors. BHEL will also audit the same. For raw material substitutions requested by vendor, no cost escalation will be considered. Drawings/GMS will not be revised.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

D. MANUFACTURE AND FABRICATION:

1. End Chamfering of Straight Pipes/Fittings:CS/AS

- 1.1 Marking, transfer of attestation, cutting and edge preparation of both the ends of pipe/fittings as per our drawings, relevant QCP, QP etc.
- 1.2 Painting shall be as per the clause "Cleaning and Painting"

2. Fabrication of pipe with attachments including Bottom Supports, Saddle Supports, MITRE Bends Out of Pipes, Welded Tees, Adapter

- 2.1 Marking, transfer of attestation, cutting and edge preparation of both ends of pipe as per drawing, QCP's, CQP's etc.
- 2.2 Welding of attachments, fittings as per drawing.
- 2.3 MPI/X-ray, Heat Treatment and any other test if necessary, as per the relevant QCP/CQP/SQP/TIPs etc.
- 2.4 Painting shall be as per the clause "Cleaning and Painting"

3. Fabrication of MITRE Bends Out of Plates

- 3.1 Marking, transfer of attestation, cutting as per drawing.
- 3.2 Rolling/Bending the plate to form the required size of pipe.
- 3.3 Welding the seam as per drawing
- 3.4 Marking, cutting and Edge preparation of pipe as per drawing
- 3.5 Welding the cut pipes to make MITRE bends as per drawing
- 3.6 Welding of attachments, if any, as per drawing, and heat treatment if applicable as per QCP/CQP.
- 3.7 MPI/X-ray and any other test if necessary, as per the relevant QCP/CQP/TIPs etc.
- 3.8 Painting shall be as per the clause "Cleaning and Painting"

4 Machining of Small Fittings, Flanges,& Orifice Plates etc., Threading & Galvanizing of Tubes/Pipes

- 4.1 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.
- 4.2 Fabrication of orifice plates, washers and foundation bolts as per drawing.
- 4.3 Providing a coating of Plasto peel for target plates to preserve the surface finish.
- 4.4 Threading and galvanizing of tubes/pipes as per drawings.
- 4.5 Painting shall be as per the clause "Cleaning and Painting"

5 Bending of Pipes

- 5.1 Marking, transfer of attestation and cutting as per drawing.
- 5.2 Bending of pipes and tubes as per BHEL drawing and QCP and carrying out heat treatment if applicable.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

- 5.3 Edge preparation as per drawing
- 5.4 Painting shall be as per the clause “Cleaning and Painting”

6 OD Turning of Pipes

- 6.1 Marking transfer of attestation cutting and edge preparation if required as per drawing.
- 6.2 Machining of Pipe OD to the required size as per drawing.

7 Galvanizing and Threading

- 7.1 Galvanizing shall be done by an approved process/sources meeting the standards/Drawings.
- 7.2 Threading may be done by lathe or thread rolling to meet the drawing requirement and shall be proved by Thread plug or ring guage 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.
- 7.3 Electro galvanizing and yellow-chromatizing shall be as per the requirement of drawing/QCP,QP wherever indicated/approved sources

8 Painting

- 8.1 Surface preparation with power operated wire brush/shot blasting for **THERMALLY WORKED PIPES as per clause** “Cleaning and Painting”
- 8.2 Painting shall be as per the clause “Cleaning and Painting” , or as per relevant QCP/SQP/CQP’s inclusive of cost of paint.
- 8.3 Punching and stenciling of work order number, DU Number, No. off, weight, Vendor’s code etc., as per the enclosed QCP.
- 8.4 Providing end caps, VCI pellets (dosage:100gms/cu.m) and packing as per Packing Instructions Annexure.
- 8.5 **NOTE:** For GI pipes/fittings, the scope of work is similar to the above except application of painting/surface coating.
- 8.6 No painting needs to be applied for Galvanized Pipes and fittings.

9 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.

- 10.** Packing (As per Packing Instructions Annexure) and forwarding including all charges connected with this.

2. TECHNICAL CONDITIONS

- 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. Vendor 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 nondestructive testing and other testing should confirm to drawings / QCP / CQP /SQP/TIP.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

- 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 BHEL's Inspection Engineer.
Normal packing shall be made by the Vendor to avoid transit damages. Packing as per Packing Instructions Annexure.
- f) Any other work done outside the requirements of drawings, CQP/TIP/QCP shall have the prior written approval of the competent Authority of Outsourcing Department.
- g) Only the BHEL approved welding electrodes shall be used as called for in the drawings.
- h) Adequate facilities like welding equipment, 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 Piping components. All the above basic fabrication requirements must be under working condition and the same shall be made available for verification by BHEL officials or their authorized representatives whenever they are called for.
- i) Procurement of Welding electrodes, consumables like paints, VCI pallets. Etc. calibration of instruments and gauges, heat treatment, non-destructive testing, laboratory services should be done only from BHEL approved sources.
- j) Radiographic Test Access Hole and Radiographic Plug should be provided wherever necessary as indicated in drawings.
- k) For NTPC Projects, Pipe Lengths shall be as per drawings. No change in Pipe lengths/cutting plans shall be entertained.
- l) Cleaning applying rust preventive oils, painting, punching and stenciling of identification details as indicated in relevant QCP.
- m) Provision of end protection as per **QCP:07 Rev 02**.

Fabrication shall strictly conform to the dimensions and tolerances indicated in the respective drawing. Changes for individual DU lengths cannot be accommodated as a matter of right except under special circumstances. 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. Welded fittings shall not be accepted in lines having Seamless Pipes.

3. QUANTUM OF WORK:

The quantum envisaged for ordering under this Enquiry is around **8800 MT of NIBR LP Piping** with vendor material for various projects across India.

The entire quantum of work has been split into 7 line items as per List of items. The item wise weight breakup and bill of material are given in Table A. The quantity indicated are tentative and may vary during the execution of the contract, depending on order inflow to BHEL, customer clearance, project progress etc. Since actual requirement during the tenure of FA may vary, ordering will be done upto 50% more than the individual item quantity tendered, however limiting to the total FA value.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

4. RATES

F.O.R DESTINATION RATE TO ANY OF THE PROJECT SITES IN INDIA OR TO BHEL SHIPPING (TRICHY or THIRUMAYAM)/CHENNAI PORT shall be Quoted inclusive of materials, manufacturing as per drawings and GMS and Quality requirements, Packing (as per Packing Instructions) , forwarding along with freight & insurance to any of the project sites in India/ BHEL Shipping (Trichy or Thirumayam)/Chennai Port, in **Rupees per Metric Ton weight** of Finished items for various line items. Taxes (IGST, SGST, CGST, UTGST etc.) shall be extra.

Vendors shall submit per MT rates of Basic rates and Freight rates & insurance on FOR destination basis as per template.

Rate Quoted shall include the Following

- a. Fabrication charges including cost of raw materials.
- b. Trial Assembly charges as called for in the drawing or by the Inspecting Authority.
- c. Cost of machining wherever involved.
- d. Cost of all Standard CS/AS fasteners (Nuts & Bolts of Non-precision type, All Washers, split pins) and other packing materials like asbestos, copper etc., and consumables.
- e. Charges for testing the components Eg. Hydraulic Testing, Mechanical testing of test plates etc.,
- f. Packing with End covers, as per **Packing clause of Terms and Conditions** to protect the pipe ends as below:
 - i. Plastic end caps for tubes/pipes up to and including 73.1 mm
 - ii. Plastic / 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 secured properly either by Tape or Band.
 - iii. Metallic rings Beyond Nb 600.
 - iv. Protecting Flange surfaces with wooden planks.
 - v. Dosing with Vapour phase corrosion inhibitor as Specified in QCP inside all pipes just before end capping.
- g. Packing charges as per Packing Instructions Annexure, cost of cleaning, (power tool cleaning, Blast cleaning etc) wherever applicable, painting and applying rust preventive oil on threaded portions, stenciling and punching of work order number, DU No. etc. as per QCP.
- h. Charges for Heat Treatment and Non-destructive Testing (LPI, MPI, Radiography & UT etc.)
- i. Provision for Radiographic Test Access Hole and Radiographic Plug wherever necessary as indicated in drawings.

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 Vendor 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.

Quotation shall be furnished strictly as per **Techno-commercial and price bid templates** with all details as called for shall be uploaded in the E procurement website <https://bhel.abcpurchase.com/>. 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.

5. PREFIXED PAINTING RATES

Rates for painting items 1 to 14 against Painting schemes as indicated in Table B below are prefixed and shall be payable over & above the basic fabrication rates (Enq sl no Items 1, 2, 3, 6 & 7), as applicable.

It is mandatory for the bidders to accept all the Pre-fixed Painting rates (except those quoting only for Enq Sl no 4 or 5) as mentioned below (Table B)

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

Table B: PREFIXED RATES FOR PAINT SCHEDULE
(Detailed Schema is mentioned in clause. 6 Cleaning and Painting)

Sl no	Painting description	UOM	Rate/UOM INR
1	BLAST CLEANING SA 2 1/2/ SSPC-SP3 POWER TOOL CLEANING	SQM	68
2	REDOXIDE ZINC PHOSPHATE PRIMER(ALKYD BASE) TO IS 12744 BY /BRUSH / SPRAY - 30 MIC	SQM	25
3	SYNTHETIC ENAMEL LONG OIL ALKYD TO IS 2932 (LATEST) BY BRUSH / SPRAY - 20 MIC	SQM	31
4	HEAT RESISTANCE ALUMINIUM PAINT TO IS 13183 GR I / GR II - 20 MIC	SQM	65
5	ALIPHATIC ACRYLIC POLYURETHANE PAINT TO IS 13213 (LATEST) - 30 MIC	SQM	62
6	EPOXY POLYAMIDE CURED FINISH PAINT TO IS 14209 - 50 MIC	SQM	47
7	EPOXY BASED RED OXIDE ZINC PHOSPHATE PRIMER - 50 MIC / EPOXY POLYAMIDE RESIN BASED ZINC PHOSPHATE PRIMER-50 MIC	SQM	57
8	INORGANIC ETHYL ZINC SILICATE PRIMER TO IS 14946 - 50 MIC / Epoxy Based Zinc Rich Primer- 50 MIC / Epoxy Based Zinc Rich Primer To IS 14589 Grade II - 50 Mic / Two Component Polymaide-Cured Zinc Rich Epoxy Primer(Zinc Content 80% W/W) - 50 Mic	SQM	76
9	HB EPOXY BASED MIO INTERMEDIATE PAINT TO IS14209 - 50 MIC / Epoxy Based Tio2 Pigmented Intermediate Coat Per Coat - 50 Mic / Two Component High Build Epoxy Polymide Mio Coating 50 Mic	SQM	60
10	High Build Chlorinated Rubber Based Zinc Phosphate Primer - 50 Mic	SQM	34
11	CHLORINATED RUBBER BASED FINISH PAINT TO SMOKE GREY - 30MIC	SQM	62
12	COAL TAR EPOXY COATING FINISH - 100 MIC	SQM	129
13	COAL TAR EPOXY PRIMER - 50 MIC	SQM	63
14	HEAT RESISTANCE SILICON COATING 20 MIC	SQM	149

*MIC - Microns

The rates for basic painting schemes listed shall be calculated proportionately using the above said prefixed rates at actuals based on the paint specification and DFT. These prefixed paint rates shall be added extra wherever applicable, over and above the quoted rates. Painting cost does not cover blast cleaning cost and hence blast cleaning cost given separately.

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.

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 paint Total DFT 70 Micron.**

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

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 SA 2 ½ Blast Cleaning, with Primer Epoxy Polyamide Resin Based Red Oxide Zinc Phosphate Paint 2x30=60 Micron thickness, with Finish paint High Build Resin Based MIO paint smoke grey shade 692 of IS5 with thickness 1x100 microns with primer and finish paint- Total DFT 160 Microns.
5. Surface preparation SA 2 ½ Blast Cleaning, with Epoxy Based Zinc rich primer to IS14589 Grade II 2x50=100 Micron thickness, with Epoxy based TIO2pigmented Intermediate Coat 50 microns and Epoxy Polyamide cured finish paint 50 microns- Total DFT 200 Microns.
6. Surface preparation SA 2 ½ Blast Cleaning with Epoxy Based Zinc rich primer to IS14589 Grade II 1x50=50 Micron thickness and Coal Tar Epoxy finish paint-150 microns (75x2)-Total DFT 200 Microns
7. Surface preparation SSPC-SP3 Power Tool Cleaning HB Chlorinated rubber based Zinc Phosphate primer DFT-100 microns (50 x 2 coats) Chlorinated rubber based finish paint DFT -60 microns. (30 x 2 coats) Smoke Grey shade no. 692 of IS 5
8. Surface preparation SSPC-SP 3 Power Tool Cleaning - Heat Resistant Aluminium paint to IS 13183 – Grade-1/Grade -2 (latest) 2x20 microns.Total DFT 40 microns Aluminium shade.
9. 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/Grade-2 (latest) 3x20 microns. With Primer+Finish Total DFT 125 microns Aluminium shade.
10. Surface preparation SA 2 ½ Blast Cleaning - Inorganic Ethyl Zinc Silicate primer to IS 14746 – 1x75 microns with Epoxy resin MIO Intermediate Coat 1x75 microns and Epoxy finish paint to IS 14209 1x35 microns- Total DFT 185 Microns.
11. Surface preparation SA 2 ½ Blast Cleaning - Inorganic Ethyl Zinc Silicate primer to IS 14746 – 1x75 microns with Epoxy resin MIO Intermediate Coat 2x100 microns - Total DFT 275 Microns.

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 (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. **(Refer Pre fixed Rates as in Table above)**

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 Bidder to avoid transit damages. ***Packing shall be strictly as per Packing Instructions Annexure*** (enclosed)

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

8. INSPECTION

All components shall be inspected at various stages by BHEL Quality control department/TPIA and offered for Inspection by BHEL Inspection Department/NTPC/Customer or any other external Inspection agency (if required) at Bidder works. All equipment and instruments required for inspection shall be provided by the Bidder at free of cost. BHEL representative will have free access to Bidder works during the currency of contract. History cards shall be maintained for all the items (DU wise) duly signed by BHEL Inspector/TPIA. One copy of the History card shall be handed over to QA&C/ Piping Centre, BHEL, Chennai. Inspection calls shall be raised in B2B/VIS at least 15 days in advance so that inspection can be planned by BHEL as per scheduled inspection date.

9. TENDER PROCESSING

a) Evaluation of bids

Part-I Bid having Pre-Qualification Requirements and Techno commercial bid shall be opened and evaluated first. Techno commercial bids shall be considered only for the bidders who are acceptable based on PQR evaluation. BHEL may decide to visit the bidder(s) works for verification of data submitted towards evaluation of bidder's capability. Any fact found deviating from submitted data shall make the bidder liable to be disqualified. Only after acceptance of the Techno Commercial Bids, Price bids will be opened or reverse auction will be conducted.

The Vendors shall submit **Rate per Metric ton of Net cash outflow** (Basic Rate + Freight rate) on F.O.R destination basis (to any Project Site or to BHEL, Shipping (Trichy or Thirumayam) as per the price template in E-procurement against each line item. Net cash outflow rate (Basic Rate + Freight rate) on per MT shall be considered for evaluation of bids of the items 1 to 7 Item-wise.

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

b) Determination of Lowest & Highest Bidders

Bidders shall be ranked based on the **Item-wise L1 basis** (Individual Line Item No 1 to 7 of List of Items). The Highest Bidder(s) shall be eliminated as shown below.

Bidder shall be asked to quote for each Item-wise per Metric Ton rates for Item No:1 to 7 of List of Items.

c) Highest Bidders Elimination

If the number of Techno commercially accepted Bidders are less than or equal to 10 then Highest Bidder (H1) will be eliminated Item wise. If the Techno commercially accepted Bidders are more than 10 then Highest Bidders (H1 / H2) will be eliminated Item wise.

There will be no elimination of H1 in case of only two qualified bidders.

If more than one vendor falls under H1 or H2, all the vendors shall be eliminated.

If price bid of three technically qualified bids are opened and load has to be distributed between L1 and L2 but two vendors have jointly become highest Bidder (H1) in an item, then lot shall be done to break the H1 tie. Based on the outcome of the tie breaking unique rank shall be obtained for all the Vendors. Based on the unique rank only one H1 will be eliminated.

d) Evaluation through Price bid / Reverse Auction /Tie Breaking

Tender will be evaluated and finalized either through by Price Bid opening or Reverse Auction. For both, Price Bid Opening or Reverse Auction, Highest bidder elimination (H1,H2 as applicable) will be arrived for each item.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

In case of Price Bid Opening

All the techno-commercially qualified bidders shall be intimated on the date and time of Price bid opening. The price bid shall be opened on the intimated date via E-procurement portal online. Rates are to be quoted as per Price Bid template in E-procurement

In case of 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.

Reverse Auction shall be conducted for individual line item wise only.

All the techno-commercially qualified Bidders shall submit their **ONLINE SEALED BID** during the Start of **REVERSE AUCTION** for all items 1 to 7.

In case any Bidder does not participate in dynamic reverse bidding after the submission of ONLINE SEALED BID, then the Value of ONLINE SEALED BID shall be considered for determination of L1/Highest Bidders.

In case of tie for H1 bids (identical online sealed bids), 15 minutes additional time shall be provided and all the participating Bidders shall be informed by mail/message on bidding screen to enable Bidders submit revised online sealed bids so as to break the tie as per new RA guidelines.

Ranking of Bidders (L1/H1...) shall be done on the total net cash outflow to BHEL (inclusive of all cost elements for the entire scope, taxes and duties).

For Determination of Highest Bidders (H1/H2 as applicable)

Step-1: If the number of Techno commercially accepted Bidders are less than or equal to 10 then Highest Bidder (H1) will be eliminated Item wise during online sealed bid itself.

Step-2: If the number of Techno commercially accepted Bidders are more than 10 then the Highest bidders (H1,H2) will be eliminated as follows,

During online sealed bid - Highest Bidder will be eliminated Item wise.

After Reverse auction - Highest Bidder will be eliminated Item wise.

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.

In case RA is unsuccessful due to any reason for any item, then RA will be considered as failed and sealed envelope price bids will be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.

Tie Breaking - Wherever there is tie in L1 rate, snap bid shall be obtained from tied lowest bidders. In case, among the tied L1 bidders, if any of the L1 bidder has not submitted revised offer/ has submitted increase in their original quote, then original price quoted by the particular bidder shall be considered for evaluation to determine final L1 and the revised tender ranking shall be arrived at. In case of further tie in L1 rate, lot shall be made to find L1. Before counter offer acceptance, if there is tie for ranking position other than L1, then Lot shall be done to break the tie. Based on the outcome of Lot subsequent ranking will be revised. Load distribution shall be based on revised ranking.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

e) Abnormally Low Bids

Abnormally bids may be rejected if the purchase committee determines that the price quoted by the bidder is abnormally low as defined by BHEL policy, in relation to the subject matter of the procurement and raises concerns on the ability of the bidder to execute the order/contract. Upon rejection of the abnormally low bid, the remaining bidders will be ranked and lowest bidder shall be arrived. Bidders are cautioned that, quoting abnormally low rates which are unworkable or withdrawal after price bid opening or after PO will be construed as tampering of BHEL's Tender process, and the concerned Bidder may be banned from doing business with any of the BHEL unit. Besides their pending payments shall be withheld and their BG also will be invoked against risk purchase, if any.

f) Counter offering & Finalizing the framework agreement

From eligible bidders, L1 bidder will be arrived on item wise lowest rate basis. BHEL reserves the right to distribute the work to one or more bidders. As the quantum to be completed is high, BHEL shall counter offer the finalized L1 Rates to all other eligible bidders as per tender ranking.

L1 rates arrived through Price bid/Reverse auction after negotiation (if required) on line item basis shall be counter offered to other eligible Bidders except highest bidders in their order of ranking. If any of them do not accept, the same will be extended to other eligible vendors except highest bidders eliminated. **Ordering will be done to a maximum of 10 vendors (including L1 bidder) by counter offering L1 rates to other eligible vendors, except highest bidders.** Annual framework agreement will be finalized valid for the **Twelve Months period** with Bidders who accept our counter offered L1 rates for those line item and the Painting Pre-fixed rates. However, loading shall be limited to tender ranks.

Negotiation of prices if required will be made with eligible L1 Bidder, both in case of price bid opening or in reverse auction process. The Loading shall be done as per the ranking of bidders, based on "Splitting of Quantity and loading". ***The framework agreement shall be entered with L1 and the other eligible Bidders who accepts the Counter offered L1 rates and prefixed painting rates.***

In case these bidders do not execute the orders, BHEL may get the job done through other sources at the risk and cost of those bidders and the extra expenditure involved shall be recovered from those bidders from any amount due to them. BHEL may also take appropriate action as per the extant Guidelines for Suspension of Business Dealings of BHEL. Liability of Bidders with respect to risk purchase will be limited to load mentioned as per load distribution table. BHEL also reserve the right to re-float or cancel the entire enquiry proceedings partly or fully in case the negotiated rates are not within BHEL's estimation.

10. SPLITTING OF QUANTITY AND LOADING ON BIDDERS

A. Loading on Bidders will be progressively made as and when Design Documents are released. Loading shall be **limited to 10 counteroffer accepted bidders. (including L1 bidder)**

Number of Counter offer acceptance	Loading percentage
Only 1 vendor	L1-100%
2 vendors	L1-60 : L2-40
3 vendors	L1-50 : L2-30 : L3-20
4 vendors	L1-40 : L2-30 : L3-20 : L4-10
5 to 10 vendors	L1-25 : L2-20 : ***

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

*** Balance load shall be distributed equally among all the counter offer accepted Bidders based on their ranking.

Loading to Bidders shall be subject to Bidder's capacity, peak performance, delivery and quality performance, approval by Customer(s) (like NTPC), previous pending order for any products in OS/PVM and also the load available with BHEL. Overall loading shall be maintained as per the ranking of Bidders arrived on item basis. Balance load shall be distributed among other eligible Bidders.

B. Loading shall be subject to

- i. Capacity utilization based on performance of Bidders. (At the time of Tender document submission, Bidders shall be asked to submit their capacity for completion of Tonnage/Month).
- ii. The performance of Bidders determined by completion within delivery date.
- iii. Customer approved Bidders as applicable.
- iv. MSE Criteria.

While ordering Prices will be fixed based on the basic material specification for a multi item assembly with more than one material, and will be maintained as long as other specification quantities are lesser than 10 % of the overall weight. In case of pipe with attachments of different material specification, with respect to the matching line item, rates shall be maintained pertaining to the material specification with maximum weight. If the different material specifications involved are equal in weight, then rates shall be averaged out accordingly.

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

11. PRICE VARIATION CLAUSE:

Only Basic Rate shall be considered for the Calculation of Price Variation Clause (PVC).

Price Variation clause (only for Basic Rate of Item No. 1 to 7) shall be applicable on **quarterly** basis as per below formula: -

$$P^1 = P^0 + P^0 (R1 * C1)$$

P^0 – Basic Rate finalized in Framework agreement/Last PVC basic rate

P^1 – New Basic Rate

R1 - % of Pipes & Fittings (material value) respective Material Group, by value

C1 - % increase or decrease of Pipes & Fittings (material value) rates (As per Wholesale Price Index (WPI))

where, **R1** :

R1 = 84.78%-For Item No. 1

R1 = 86.72%-For Item No. 2

R1 = 86.11%-For Item No. 3

R1 = 66.75%-For Item No. 4

R1 = 68.43%-For Item No. 5

R1 = 89.95%-For Item No. 6

R1 = 88.44%-For Item No. 7

C1 :

$$C1 = \frac{(G^1 - G^2)}{G^2}$$

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

G¹ – Average Index of last 3 months (From the date of framework agreement) of Steel: Pipes and Tube - Wholesale Price Index (WPI) Data 2011-12=100) from Department of Industrial Policy & Promotion from www.eaindustry.nic.in

G² – Index - Steel: Pipes and Tube - Wholesale Price Index (WPI) Data 2011-12=100) in the month of Reverse Auction/Price bid opening/in the month of last PVC application.

The Price variation clause shall be applicable only for Basic rate finalized in the Framework agreement. The PVC shall be applied as per the above formula on the 4th, 7th and 10th month from the start of Framework agreement to arrive at a new rate (Escalated/Deescalated). The Purchase Orders created from the start of 4th, 7th and 10th month shall bear the new (Escalated/Deescalated) rates. In case of Framework agreement finalized on the day other than the start of the month then PVC shall be applied from the 1st day of 4th, 7th and 10th Calendar Month from the Framework agreement start date. In case of extension of framework agreement the PVC shall be applied for the extended period also.

The Freight rate finalized in the framework agreement shall be firm throughout the period of Framework agreement.

12. DOCUMENTS

a) Bidders shall furnish the Inspection reports, CHP, MDCC and COC Clearance as applicable along with Invoice, Delivery Challan & acknowledged LR.

b) All inspection documents like IR's, History Cards, In process reports/charts, COC, CHP, MDCC, Lloyds/Third Party IR's etc to be submitted as soft file in a CD to Quality Department.

13. MICRO & SMALL ENTERPRISES BIDDERS LOADING

A. Micro & Small Enterprises (MSE) Vendors shall be given preferences.

B. 25% of the tendered Quantity is earmarked for all the eligible MSE Vendors who enter into annual rate contract. Within the 25% reservation for 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.

C. Loading of MSE Vendors who enter into Framework Agreement (*including SC/ST owned MSE*) shall be as follows:

i. If MSE Vendor is 'L1', 25% of the Total loading shall be given to the 'L1' vendor/ further loading shall be subject to Loading Criteria.

ii. If 'L1' is other than a MSE Vendor, then all MSE Vendor(s) L2, L3, L4 etc (as applicable) who accept the counter offer rates shall share the 25% of Loading.

Documents 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).

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

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.

Note: The MSE Vendors shall be treated on par with other vendors during Elimination process of H1 & H2

“MSE Suppliers can avail the intended benefits only if they submit along with offer, attested copies of either Entrepreneur Memorandum Part II (EM II) certificate having deemed validity (Five Years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA Certificate (Format enclosed at Annexure 1 where deemed validity of EM II of five years has expired) 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 part with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.”

14. DELIVERY SCHEDULE

As the components are required to meet the delivery requirements of the projects, **Delivery shall be made progressively from 1st Month to 4th Month i.e. 120 days from placement of Order.** The sequential Delivery requirement will be discussed and finalized at the time of placing order.

15. LIQUIDATED DAMAGES

Liquidated damages at the rate of ½% of the total value of the Purchase order for each week of delay or part thereof will be levied subject to a maximum of 10% of Purchase Order value without prejudice to any other relief or compensation to BHEL, under any other condition of the contract. Bidders shall arrange for despatch of the finished goods for safe delivery through their transport carriers. Safe delivery of the goods to Project authorities shall be in the scope of Bidder.

LD CALCULATION & LOADING

For the purpose of LD, the LR date is taken as delivery date.

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 evaluation of the offer).

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

16. VALIDITY

Validity of price bids will be 3 months from the date of Part-1 bid opening. Framework agreement signed between respective Bidder and BHEL shall be valid for ordering up to a period of 12 months from the date of approval for ordering obtained from competent authority. However, validity of the Framework Agreement is subject to further extension with mutual consent of Bidders.

17. PAYMENT

No advance payment shall be made by BHEL. 100% Payment by EFT/RTGS after 60 days from the date of acknowledgment of Project site/BHEL Trichy shipping subject to submission of bill. Payment shall be on submission of original tax Invoices supported by inspection report issued by BHEL / authorized agency along with acknowledged Lorry Receipt 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 the respective PO. Billing shall be made only on completion of the supply of a PO along with copy MDCC in case of NTPC projects.

Mandatory Documents for payment includes **original** of the following

- GST complaint Tax invoice
- IR issued by BHEL/Authorized agency, Test certificates and MTC in soft copy CD format
- MDCC in case of NTPC projects
- Delivery challan having delivered the goods at site/ BHEL shipping in good condition after due verification
- Acknowledged lorry receipt. (acknowledged by site/ BHEL Trichy official along with sign and name seal on the back side of LR)
- GST declaration shall be made available in the invoice itself else separate letter shall be given.

NTPC original MDCCs 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 E payment by ECS. All successful Bidders have to furnish appropriate Bank Account No. for the same. In case of submission of bills with all supporting documents on full PO completion after 60 days from the date of site acknowledgement processing of bills for payment shall be done.

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

In cases, of partial dispatches of a Purchase Order to the Site / BHEL Shipping (Trichy / Thirumayam) has been made and these POs are put under Hold by BHEL during the execution of the POs for any reason, then the Bidder shall submit the invoices along with the submission of IR issued by BHEL / authorized agency, MDCC in case of NTPC project and with acknowledged Lorry receipt and delivery Challan for having delivered the finished goods at site / BHEL Shipping (Trichy / Thirumayam) for these part dispatches and payments shall be processed accordingly after obtaining specific approval from competent authority on case to case basis. LD will be applicable on the total order value as per the original POs terms for the DUs delivered beyond the revised (amended) delivery date, after lifting of Hold. Partial payment request (on case to case basis only) shall be made after a minimum period of 45 days of Hold and in all such cases 85% of dispatch value shall be considered for release of payment. Bidders shall not be paid for any holding/inventory or any such charges for the undelivered DUs of Hold Projects including BHEL inspection cleared DU's.

The concessions/ subsidies as applicable to MSE vendors as per Govt. guidelines subject shall be Extended to eligible MSE vendors subject to submission of valid documents.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

18. PERFORMANCE GUARANTEE

Successful Bidders shall execute a Performance 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 Bidders 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.

19. GOODS & SERVICES TAX (GST)

- i. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- ii. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- iii. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- iv. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 1. Vendor declaring such invoice in Form GST ANX-1
 2. Receipt of Goods or Services and Tax invoice by BHEL
- v. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- vi. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- vii. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- viii. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- ix. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

- x. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- xi. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

20. BANK GUARANTEE:

A Revolving Bank guarantee on any Nationalized bank for a value of Rs 10 lakhs will be required to be executed by the Bidder covering the past, present and future Purchase Orders of the framework agreement for release of orders for the work to be awarded on the Bidder.

Bank Guarantee shall be stamped in accordance with stamp act and the expiry date of BG must be after 60 days from the date of completion of warranty period. The BG claim date shall be 3 months from the BG Expiry date.

i.e BG validity = Framework agreement period (12 months) + Warranty period (24 Months) + 60 days + 3 months claim period.

Purchase Order will be released only after signing of the contract and receipt of Bank Guarantee.

In case Bidder has not submitted Bank Guarantee within 3 months of execution of Framework agreement, BHEL shall proceed with further action deemed fit as per BHEL's guidelines for suspension of business dealings.

21. BILLING / INVOICING AND PAYMENT

Payment will be made on fulfillment of the following:

Invoices shall be raised for the DU weights only. All the invoices shall be addressed to

**Deputy Manager, Outsourcing/PVM,
BHEL Piping Centre,
No. 80 (Old No.93), G.N.Road,
T.Nagar,Chennai, 600 017**

Separate tax invoices shall be raised for each work order. During billing, the Bidder shall indicate the taxes and duties (IGST, CGST, SGST, UTGST etc.) separately & the same shall be reimbursed based on documentary evidence.

22. SUBLETTING

The Bidder will not sublet or assign this contract or any part thereof to any one without the written permission of the BHEL. In the event of the Bidder 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 Bidder and the Bidder 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.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

23. 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 Bidder 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 Bidder.

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

BHEL reserves the right to claim adequate compensation from the Bidder 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 Bidder.

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 do 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 Bidder's unit will have to be made only after getting the specific approval from Outsourcing Department (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 Bidder. 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 Bidder and recovered as a due from any pending / future bills.

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

All documents of BHEL made available to the Bidder 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 Bidders also. Any contravention will be viewed seriously. Such documents should not be disposed of / destroyed without the prior approval of Outsourcing Department (PC), BHEL, 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.

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.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

24. 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 & 29.05.2019 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.

25. VENDOR PERFORMANCE RATING:

Quality, right at the first time and delivery in time are the essence of the contract.

Based on the site feedback on the quality of the finished goods received, delivery performance and service rendered; a General Feedback on the Performance will be sent to Bidders or hosted in B2B system. Bidders are required to take note of the deviations enumerated in this and improve their performance in subsequent despatches. Bidders, whose performance is poor continuously, are liable to be delisted and no orders shall be placed on them.

26. CONFIDENTIALITY OBLIGATION:

All the documents of BHEL (inclusive of Drawings, GMS and Standards) made available to the Bidder should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents should be returned to BHEL after completion of the work ordered and also as and when BHEL demands.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

The above confidentiality clause is binding on the employees of the Bidders also. Any contravention will be viewed very seriously and may include cancelling the contract or legal action on the Bidder.

27. VENDOR INFORMATION SYSTEM (VIS):

BHEL will establish communication with our Bidders through **Vendor Information system**. Most of the mass communications are sent through VIS and hence Bidders are advised to access our web regularly. Bidders are required to have Internet connectivity.

Bidders are required to access our web site on a regular basis.

Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the VIS portal. All the Quality records are to be uploaded in VIS portal.

28. FRAUD PREVENTION POLICY

The bidder along with its associate/ collaborators/ sub- contractors/ sub-vendors/ consultants/ service provider 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.

Fraud prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/ Regions intranet.

29. ARBITRATIONS & CONCILIATION

- Except as provided elsewhere in this contract, in case amicable settlements is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL unit, Trichy.
- The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- Subject as aforesaid, the provisions of arbitration and conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be BHEL, Trichy. The cost of arbitration shall be borne as per the award of the Arbitrator.
- Subject to the arbitration, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

30. GENERAL CONDITIONS

I. 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.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

- b. 'THE VENDOR' / 'FABRICATOR' / 'BIDDER' / 'SUB VENDOR' 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 the contractee), 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.

II.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.

III.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 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.

IV.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.

BHEL has the right to divert any of the jobs loaded from one vendor to another, if delivery of PO is delayed more than 30 days from contractual delivery date or if the progress and response of the vendor is not meeting the requirements of BHEL at the risk and cost of the vendor on whom the job was loaded

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

originally. Action against such vendor shall be taken as per the guidelines of suspension of business dealings.

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.

V.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.

i. Book Examination Clause:

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.

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.

ii.Set off 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 BHEL.

iii.Document Secrecy:

a) All the documents of BHEL (inclusive of Drawings, GMS and Standards) 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.

b) The above SECRECY CLAUSE is binding on the employees of the vendors also. Any contravention will be viewed very seriously and may include cancelling the contract or legal action on the vendor.

iv. Laws Governing the Contract:

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

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

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.

v. 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.

vi. The Global Compact

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

*Office of the High Commissioner for Human Rights.

*International Labour Organization.

*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 Organizations

Academic & Public Policy Institutions and United Nations.

The 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.

31. OTHER TERMS AND CONDITIONS

a) BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and supplier's capability in terms of delivery and quality, or any other reason like contract priorities, logistics etc.

Supply of Non-IBR and LP Piping System with Vendor Material against OT
Enquiry No : 4211900006 dt 21.11.2019 on Framework Agreement basis

- b) 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.
- c) 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.
- d) BHEL reserves the right to negotiate the L1 rate/finalize the tender thro' reverse auction/price bid opening.
- e) BHEL may order on more than one vendor at the lowest acceptable price to BHEL.
- f) All Vendors shall maintain quality system and organization as per BHEL requirement. This will be periodically audited by BHEL.
- g) All welding process shall be approved. Approval for new process should necessarily be obtained before initiating regular production.
- h) BHEL has developed a Vendor Information System site, Vendor shall establish compatible system to interact with BHEL and download the online data through the Internet. As soon as the despatches are made, vendors shall upload scanned copy of LR, DC, IR and Excise Invoice in B2B system. Vendors are required to access our web site on a regular basis. Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the B2B portal. All the Quality records are to be uploaded in B2B portal.
- i) Vendor has to furnish details of utilization of the E-Way Bills from time to time. Any further requirement of can be given based on this statement only.
- j) All inspection documents like IRs, History Cards, in process reports/charts, COC, MDCC, Lloyds / Third party IRs etc. to be submitted as soft file in a CD to Quality Department.
- k) Non-Disclosure Agreement (NDA) forms part and parcel of the Contract. Non submission of NDA will disqualify the firm. Format of the agreement is part of the techno commercial bid. The same has to be downloaded from EPS and to be duly signed and uploaded by subcontractors in EPS during submission of Bid as a confirmation to accept the provisions of Non-Disclosure Agreement (NDA).