Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Piping Centre, 80, G. N. Chetty Road, CHENNAI – 600 017
Phone : 91 (044) 28161965, e-mail: poongkodi@bhel.in

REF: ENQ NO:4012000005 DT: 13.05.2020

Sub: **Request For Quotation (RFQ) for supply of ASME SA672/ASTM A672 for Various Projects - reg**.

Ref: Enquiry No: 4012000005 dt 13.05.2020

BHEL/Piping Centre invites RFQ's for supply of ASME SA672/ASTM A672 pipes to spec SA672GRB70CL22. The offers should be submitted in the E-procurement portal. The offer will be opened at **14.30 hrs** on the **due date 03.06.2020**. Late tenders are liable to be rejected. Please find the following documents enclosed for you to submit offer in two parts

1. Tender documents – Pre-Qualification Requirement (PQR) with all supporting documents and
   Techno Commercial Terms and Conditions (T&C) **in e-procurement portal**
   Annexure-A to Techno Commercial T&C
2. Tech. delivery condition for SA672 pipes TDG: 08: Rev 03 Dt. 03.10.2005
3. Unpriced bid Format
4. Price bid Format **in e-procurement portal**
5. Information on Reverse Auction
6. Make in India Format

Please indicate enquiry no and date and due date in all correspondences. This is only a request for quotation and not an order.

All supporting documents called for in PQR and T&C should be enclosed in Part-I of the tender.

POONGKODI V Digitally signed by POONGKODI V Date: 2020.05.13 12:03:28 +05'30'

Ms. Poongkodi.V
Senior Engineer / Purchase
BHEL, Piping Centre
80, G.N.Road, T.Nagar, Chennai –600 017
Phone – 044-28161965. Email: poongkodi@bhel.in

For any clarifications on the Enquiry you may also contact
Ms. Priya Balaji, DGM / Purchase, Phone – 044-28161244, Email: pb@bhel.in
Ms. R Prabha, AGM / MM, Phone – 044-28161902, Email: rprabha@bhel.in

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Sl No.	PQR Description	Documents to be submitted	Bidder Compliance with supporting documents (YES / NO)	Remarks
1	Bidder shall be manufacturer OR authorized agent of the manufacturer. However, agents submitting bid on behalf of original manufacturer/supplier shall not represent more than one manufacturer/supplier in the same Tender. In case bids are received from both – the manufacturer/supplier and the agent, the Bid by the agent shall be ignored. Bids from traders, distributors and stockists are not acceptable and will not be considered for evaluation.	1. Company Catalogue 2. Any Proof Certificate for being a manufacturer or Fabricator viz Certificate of Registration / Factory license etc 3. In case of Agent, authorization letter from Manufacturer / Fabricator (Bids from traders/stockists are not acceptable.)		
2	Bidder shall have basic in-house manufacturing facilities including testing facilities for NDE and Hydro to get the bid qualified for further evaluation. Bidder shall have necessary facilities for handling, space for storage & coating and Requisite personnel to fabricate the tendered items as per the Drawing and Technical requirements.	1. List of manufacturing facilities - details of forming/bending, welding, testing & handling facilities, storage area available and list of personnel at registered factory address.		
3	Bidder shall have necessary heat treatment facility, in-house or outsourced.	1. Valid furnace calibration certificate. 2. Please indicate if HT is done in-house or outsourced.		
4	Bidder should have experience in making IBR (Indian Boiler Regulations) Certified Pipes.	Copy of Form XVI-G (Certificate of Approval for Well-known Pipe maker issued by IBR) OR IBR Form IIIA issued for any orders executed by the bidder.		
5	Bidder should have experience in manufacturing ASME SA672/ASTM A672 Pipes of Class 22. Min size of execution shall be OD 457mm or more. Supply experience being furnished shall not be prior to 3 years from the date of the Enquiry.	1. Copy of PO, MTC's & invoice / Supply completion certificate copies containing Customer Name, Size & Quantity, Month and year of their supplies shall be furnished. 2. In case of Foreign bidder, supporting MTC's to experience cited shall be witnessed / reviewed by any reputed Third Party Inspection agency like Lloyds, BV, TUV etc. In lieu of the above, proof of at least one export supply made (outside domestic market preferably Europe or USA or India) shall be furnished.		
6	Firm should have made a turnover of at least Rs. 35 Lakhs for anyone of last 3 audited Financial Years (or from date of incorporation whichever is less). In case of foreign bidder, financial turnover shall be an equivalent of Rs. 35 Lakhs in their regional currency. For foreign bidder, exchange rate as on the date of Part I opening will be considered for arriving equivalent turn over in INR.	1. Indigenous bidders shall submit audited Company Financial statement-Balance Sheet and P&L statement for anyone of the past 3 years (FY 2018-19, 2017-18 or 2016-17) meeting financial turnover criteria. In addition to the above, bidder to furnish audited financial statements for FY2018-19. 2. Import suppliers shall submit latest report from a reputed Third Party business rating agency like Dun & Bradstreet, Creditreform etc.		

**** Supporting documents to be enclosed without fail.**

Note –

1. Bids fulfilling the above criteria will be considered for further techno-commercial evaluation.
2. For foreign Bidders, it will be mandatory to furnish D&B/Creditre form Report during submission of SRF.
3. For Startups and MSE bidders, Annual Financial Turnover criteria (Sl. No: 6 above) is relaxed to Rs 17.5 Lakhs and prior experience criteria (Sl No 5) is relaxed to last 4 years from the date of Enquiry. Relaxation is subject to bidder meeting technical and quality criteria of the PQR.
4. Vendors proposing to avail relaxation as above need to submit necessary document proof along with Pre-Qualification bid.

a) Startups - Certificate of Recognition by Department of Industrial Policy & Promotion
b) MSE - UAM No. (printed copy of UAM No) for MSE registration along with CA certificate

5. Bidder to submit all supporting documents in English language. If documents submitted by bidder are in a language other than English, a self-attested English translated document shall also be submitted.

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Sl No	BHEL requirement	Bidder's Response	Remarks
A	Quotation no		
B	Quotation date		
C	Mill name (if applicable)		
D	Applicable GST % shall be indicated		
1	**SCOPE OF SUPPLY** Manufacture and supply of below mentioned quantity of ASME SA672/ASTM A672 Pipes of material spec SA672GRB70CL22 with coating for various Projects and to be delivered at Ward 85 BHEL Tirumayam stores.		
2	**LIST OF ITEMS** **As per Unpriced bid annexed.** For all these items, ? PQR qualified and Techno-Commercially acceptable bidders will be taken up for Customer approval. Such bidders will be required to submit Customer questionnaire upon intimation from BHEL. Price bids of only such PQR qualified, Techno-Commercially acceptable and Customer approved bidders will be considered for price bid opening. ? Successful bidder shall submit their manufacturing QP for BHEL / Customer approval. ? Supply of SA672 pipes shall be specific to 6m. Kindly do not deviate.		
3A	**TECHNICAL REQUIREMENTS** **PIPE REQUIREMENT** i) Pipe shall confirm to ASME SA672/ASTM A672 specification meeting the requirements as per our Technical Delivery Condition TDC: TDG:08 Rev 03. Bidders shall clearly indicate their acceptance to the TDC and other requirements. ii) WPS/PQR to be submitted. iii) Bidder shall submit detailed process flow chart from raw material stage including manufacturing of pipe, Edge Preparation, coating & testing. iv) Deviation if any shall be clearly indicated in a separate sheet and acceptance to the deviations, subjected to BHEL approval. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE.		

Sl No	BHEL requirement	Bidder's Response	Remarks
3B	**TECHNICAL REQUIREMENTS** **SOURCE OF RAW MATERIAL** Bidder to furnish the list of raw material sources, if the bidder is not having steel making facility and the supplies should be restricted to the indicated list of raw material sources. If the bidder is dependent on more than one source for steel making, all the sources should be indicated and the supplies should be restricted to the indicated list of raw material sources. For the submitted raw material sources, the bidder shall confirm that the raw material test certificate(s) will be furnished along with product test certificate(s). **However, for quantity to be delivered in 4 months as per list of items in Sl.No. 2, raw material shall be sourced from the Customer approved source list as mentioned below:** 1. SAIL- Bhilai, 2. Essar Steel, Hazira, 3. Dillinger –Germany, 4. Salzgitter Mannesmann-Germany, 5. Industeel Belgium, 6. Industeel Loire-France		
3C	**TECHNICAL REQUIREMENTS** **COATING REQUIREMENT** Pipe shall be coated with resin type rust preventive coating with visibility to stenciled details. Thick Black Coating which camouflages surface of the pipes is not permitted.		
4	**QUALITY PLAN** Along with the Part-1 bid, bidder shall furnish typical quality plan being used by them earlier for supply of welded pipes similar to the tendered items (QP used / approved by any other well-known customer preferred) After placement of Purchase order vendor shall submit quality plan for Manufacturing of ASME SA672/ASTM A672 pipes meeting the requirements of TDC: TDG:08 Rev 03 for review/approval immediately. Manufacturing shall commence subjected to approval of QP by BHEL/Customer.		

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Sl No	BHEL requirement	Bidder's Response	Remarks
5	**INSPECTION** **Indigenous bidders** Inspection shall be done by BHEL / BHEL approved third Party inspection agency / Customer if any / IBR / IBR authorized agency. **Foreign bidders** Inspection shall be through renowned agencies such as TUV, Lloyds, SGS, BV etc. 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. 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 14 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.		
6	**TESTING AND TEST CERTIFICATES** NDE TESTING SHALL BE DONE as mentioned in TDC: TDG:08 Rev 03 and ASME/ASTM Specification. All the pipes shall be hydrostatically and radiographically tested as per TDG / Engg specification / PO / ASME/ASTM Specification. Test certificates as called for in the TDC shall be sent to Purchase / Piping Centre BHEL Chennai immediately after the shipment / dispatch of items and not through Bank. (foreign bidders) Inspection documents shall be furnished for each batch of dispatch / consignment. Soft copy of the all the test certificates shall also be submitted through email. Year of Code for the standards shall be latest and the specific year is to be mentioned in the Manufacturer's test certificates.		

Sl No	BHEL requirement	Bidder's Response	Remarks
7	**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 'Pre-Qualification Criteria' along with all supporting documents in e-procurement portal. 2. Duly filled 'Terms and Conditions' format which contains Commercial & Technical requirements in e-procurement portal 3. Duly signed and stamped BHEL TDC: TDG:08 Rev 03 4. Copy of Unpriced bid (without price) clearly indicating quoted/not quoted against each item. The above documents form part of this tender document and bidder shall ensure that they have received all these along with tender and confirm.		
8A	**PART II PRICE PART:** **INDIGENOUS BIDDERS** **Bidders to note that evaluation of the bid and ordering will be on item-wise L1 only.** 1. The unit price shall be quoted on FOR Ward 85 BHEL Tirumayam stores basis (BASE PRICE and other components strictly as per price bid template attached) 2. The price shall include all testing, inspection, packing & Forwarding charges. PLEASE DO NOT QUOTE ON EX–WORKS BASIS. 3. Price quoted by the Bidder 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 bare pipe including Testing, Packing and Forwarding. b. Percentage of applicable GST shall be clearly indicated. c. Freight, GST on freight and transit insurance charges to be quoted extra. Ordering shall be on Free on Road, FOR –Ward 85 BHEL Tirumayam stores.		

Sl No	BHEL requirement	Bidder's Response	Remarks
8B	**PART II PRICE PART:** **FOREIGN BIDDERS** **Bidders to note that evaluation of the bid and ordering will be on item-wise L1 only.** The unit price shall be quoted on CFR Chennai port basis. Tender shall be evaluated for price competitiveness on FOR Ward 85 BHEL Tirumayam stores (total cost to BHEL) basis, considering quotation on CFR Chennai. Currency to be mentioned. Country of origin to be indicated. The price shall include all testing, inspection, packing & Forwarding charges. PLEASE DO NOT QUOTE ON EX–WORKS BASIS. Price quoted by the Bidder 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 bare pipe including Testing, Packing and Forwarding. b. Freight charges should be quoted extra. Ordering shall be on be CFR – Chennai Port basis. c. 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. d. 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. Additional loading for foreign Bidders i) Freight and Insurance from Chennai port up to Ward 85 BHEL Tirumayam stores site ii) Customs incidental charges		
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.		

Sl No	BHEL requirement	Bidder's Response	Remarks
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.abcprocure.com,** you will be required to log in with user code and password allotted to you. (contact Abcprocure @ https://bhel.abcprocure.com/EPROC/contactus)		
11	**<u>EVALUATION OF BIDS</u>** Price Bids of only the PQR and Techno-commercially qualified bidders (Customer approved) will only be opened. L-1 shall be arrived item-wise based on the total net cash outflow to BHEL, i.e, based on the total net cash outflow to BHEL (inclusive of all cost elements for the entire scope, taxes and duties). Price Comparison shall be made by considering the Exchange rates (SBI TT Selling rate) as on Technical bid opening date. 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 the eventuality of any tie item / items during price evaluation, Ll vendor will be ascertained as follows: 1. Snap bids will be invited from the applicable vendors and the same will be opened in presence of Finance and vendor representatives (if available). Revised CS will be prepared and Ll will be arrived accordingly. 2. In case tie remains even after the snap bid, paper lot / lottery system will be resorted to for ascertaining the Ll vendor. 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	**<u>TERMS OF DELIVERY:-</u>** **1) Indigenous Bidders FOR Ward 85 BHEL Tirumayam stores basis: -** Dispatch of items shall be made to Ward 85 BHEL Tirumayam stores **2) Foreign Bidders CFR Chennai port basis: -** Bidders quoting on CFR basis shall arrange for free container retention period of 21 days for clearance of cargo.		

Sl No	BHEL requirement	Bidder's Response	Remarks
13	**DELIVERY SCHEDULE:-** As per delivery period mentioned in Unpriced bid. Supplies are to be completed within the delivery period mentioned in the unpriced bid, 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: 1. For foreign/Imported Bidders: CFR basis: Date of Bill of Lading will be taken as delivery date. 2. For Indigenous sources: LR date will be taken as the delivery date.		
15	**LD LOADING:** 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 price bid opening, whichever is later. 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. 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.		

Sl No	BHEL requirement	Bidder's Response	Remarks
18	**<u>CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE:</u>** As per BHEL's Standard Cost and Risk clause indicated in Annexure A enclosed. By submitting the bid, vendor explicitly accepts to BHEL's requirement. **Bids deviating from BHEL's standard condition will be rejected.**		
19	**<u>TERMS OF PAYMENT:</u>** No advance payment shall be made by BHEL. **<u>For indigenous Bidders:</u>** 100% NEFT payment after 60 days of receipt & acceptance of materials. **However preference in payment shall be given to MSE bidders as per MSMED Act 2006.** **<u>For Foreign Bidders:</u>** 100% through CAD after 60 days from the date of receipt of documents at BHEL bank. Respective bank charges to respective account. **No other payment term will be accepted. If bidders propose for any other payment term other than indicated above, such bids will be rejected.** Payment documents (both indigenous & foreign), Forwarding of documents & Bill of Entry (applicable for Foreign bidders) will be as per Annexure-A enclosed		

Sl No	BHEL requirement	Bidder's Response	Remarks
20	**QUALITY DOCUMENTS** One original + two copies of Quality Documents, as listed below shall be sent to Purchase / Piping centre BHEL Chennai immediately after the shipment / despatch of Items. 1) BHEL / BHEL authorised Third Party Inspection Agency Report 2) Manufacturing TC 3) Hydro Test Report (as applicable) 4) NDE reports (as applicable) 5) Dimensional report 6) Mechanical, Chemical Analysis and other Lab test reports 7) Basic raw material (Mill) TC 8) Other documents as per TDC / approved QP/ ASME SA672/ASTM A672 9) IBR Form-IIIA All the above documents are to be submitted in soft copy apart from the hard copy, as above.		
21	**PURCHASE PREFERENCE FOR MAKE IN INDIA** If Make in India preference is applicable as per Annexure A to NIT, declaration format as per NIT shall be submitted. In the event of non-submission of declaration, purchase preference will not be extended to bidders.		
22	**PURCHASE PREFERENCE FOR MSE SUPPLIERS** If MSE preference is applicable as per Annexure A to NIT, supporting documents as per NIT shall be submitted. In the event of non-submission of supporting documents, purchase preference will not be extended to bidders.		

Sl No	BHEL requirement	Bidder's Response	Remarks
23	**SUSPENSION OF BUSINESS DEALING:** In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier / contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the abridged version of guidelines hoisted at website http://www.bhel.com/vender_registration/vender.php (Suspension of business dealings with suppliers / contractors dt 22.07.2016) is being followed across all BHEL units. Vendors shall keep themselves aware of these guidelines before submission of their bid.		
24	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.		
25	Bidders who are not registered with BHEL PC Chennai, will have to submit the Supplier Registration Form (SRF) after successful completion of techno-commercial evaluation and after getting intimation from BHEL for the same. The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. The Online Application may be submitted through following link https://supplier.bhel.in.		
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)		

Sl No	BHEL requirement	Bidder's Response	Remarks
27	**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. BHEL reserves the right to negotiate or re-float the tender opened, if L1 price / other details are not acceptable to them. vii. 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. viii. Bids not accepting to above conditions will be liable for rejection. ix. 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. x. 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.		

Annexure A - Terms & Conditions

1. CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order as enumerated subsequently in this clause, Purchaser shall be entitled to cancel the Order / Contract either in whole or portion thereof without compensation to Seller / Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller / Contractor and the Seller / Contractor shall be liable to the Purchaser for any excess costs provided that the Seller / Contractor shall continue the performance of the Order / Contract to the extent not cancelled under the provisions of this clause. The Seller / Contractor shall on no account be entitled to any gain on such repurchases. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

i. Contractor / supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work / supply does not appear to be executable within balance available period (#) considering its performance of execution.

ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

iii. Non completion of work / Non-supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.

iv. Termination of Contract on account of any other reason (s) attributable to Contractor / Supplier.

v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

vi. Non-compliance to any contractual condition or any other default attributable to Contractor / Supplier.

<u>Risk and Cost amount against Balance Work:</u>

Risk & Cost Amount= **[(A-B) + (A x H/100)]**

Where,

A= Value of Balance scope of Work / Supply (*) as per rates of new contract

B= Value of Balance scope of Work / Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H= Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work / supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.

LD against delay in executed work / supply in case of Termination of Contract in case of Risk and Cost Option

LD against delay in executed work / supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor / supplier. For limiting maximum LD value, contract value shall be taken as Executed Value of work / supply.

Method for calculation of "LD against delay in executed work / supply" is given below.

i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier= T1
ii. Let the value of executed work / supply till the time of termination of contract= X
iii. Let the Total Executable Value of work / supply for which inputs / fronts were made available to contractor / supplier and were planned for execution till termination of contract= Y
iv. Delay in executed work / supply attributable to contractor/supplier i.e. T2= (1- X/Y) * T1
v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as delay attributable to contractor / supplier.

Note: In case portion of work / supply is withdrawn, no LD shall be applicable for portion of work / supply withdrawn.

Recovery from Supplier

Recoveries from contractor / supplier on whom risk & cost has been invoked shall be made from the following:

i. Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract.
ii. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL.
iii. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL.

Legal Options for recovery of dues payable by the supplier / contractor.

2. 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.

Annexure A - Terms & Conditions

In case item is divisible, following procedure will be followed-

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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.

3. PURCHASE PREFERENCE FOR MSE SUPPLIERS

- Purchase preference for local MSE’s quoting in the tender will be 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.
- Payment for MSE Indigenous bidders will be as per MSMED Act, 2006

Annexure A - Terms & Conditions

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.

4. PAYMENT DOCUMENTS

A. In case of indigenous bidders

Payment shall be made against submission of the following documents-

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) – GR in case of BHEL Trichy Stores
f) Quality documents (as per approved QP/PO).

If one original certificate / LR is applicable for more than one invoice quantity / invoice, Xerox copy is acceptable with original correlation details on the Xerox copy with attestation by suppliers Quality in charge.

GST compliance-

a. A declaration to the effect that all invoice particulars are / were uploaded in the GSTN network / portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
b. In case of discrepancy in the data uploaded by 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
c. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted / recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills. Incase GST credit is denied to BHEL due to any reason not attributable to BHEL, GST amount along with interest levied or leviable on BHEL will be recovered from payment due to vendor.

Annexure A - Terms & Conditions

Further Tender terms for GST in line with new GST Return System:

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

1. 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.

2. 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.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
   a. Vendor declaring such invoice in Form GSTR1
   b. Receipt of Goods or Services and Tax invoice by BHEL

5. As the continuous uploading of tax invoices in GSTN portal (in GSTR1) 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 despatch 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 GSTR2).

6. 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.

7. 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.

8. 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.

Annexure A - Terms & Conditions

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

10. 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.

11. 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.

B. In case of foreign bidders

Payment shall be made against presentation of the following documents through bank-

a. Original Bill of Lading (BL)
b. Original Invoice
c. Packing List
d. Country of origin certificate

The following documents shall be forwarded to Senior Engineer / Purchase directly-

a. Original inspection report
b. Original test certificates
c. Guarantee certificate
d. Quality documents (as per approved QP/PO), other than the above, if any

4. FORWARDING OF DISPATCH DOCUMENTS (APPLICABLE FOR FOREIGN BIDDERS ONLY)

Dispatch documents and Test Certificates shall be forwarded as indicated below (details indicated are as applicable as on date and any revision to the same shall be communicated along with PO)-

1. **BHEL Regional Operating Division (ROD)-**

Copy of Invoice, Bill of Lading, Packing List, Country of origin certificate, Test Certificate (selected documents namely TPI covering letter, IBR Form IIIC and MTC only) to be mailed to the following persons in BHEL ROD for material clearance at Chennai Port-

a) Mr Santosh Kumar Jena – santoshj@bhel.in
b) Mr Velmurugan – vels@bhel.in
c) Mrs Shanthivasantha Rani – mshanthi@bhel.in

Mail copy shall also be sent to the following persons in Piping Centre.

a) Ms Priya Balaji – pb@bhel.in
b) Ms Poongkodi V – poongkodi@bhel.in
c) Ms M Ramya – mramya@bhel.in

Annexure A - Terms & Conditions

Copy of above referred dispatch documents shall also be sent to Mr SS Rajan, BHEL ROD thru courier. The address of ROD division will be in BHEL Purchase Order. ROD's contact no 044 24374317 / 24374319.

Please indicate mail id of Chennai customs imports.chennai@bhel.in in the BL document.

All dispatch documents including BL shall be signed by competent authorities.

2. **BHEL Piping Centre-**
Copy of Invoice, Bill of Lading, Packing List, Country of origin certificate, Credit note for LD value (if LD is applicable) shall be mailed to the following persons at BHEL Piping Centre, Chennai-

a) Ms Poongkodi V – poongkodi@bhel.in
b) Ms M Ramya – mramya@bhel.in
c) Ms Angelin Josephine Jennifer T- angelin@bhel.in

Copies of Invoice, Bill of Lading, Packing List, Country of origin certificate, Credit note for LD value (if LD is applicable) along with one complete set of Original Test Certificates shall be sent through courier to Senior Engineer / Purchase (Pipes), Piping Centre, Chennai.

Scanned copies of complete set of Test Certificates (TPI covering letter, IBR Form IIIC, MTC and all Inspection reports as called for in BHEL TDC / approved QP) shall be mailed to-

a) Ms Priya Balaji – pb@bhel.in
b) Ms Poongkodi V – poongkodi@bhel.in

3. **Bank-**
One set of original Invoice & Packing list, original Bill of Lading and Country of origin certificate, Credit note for LD value (if LD is applicable) along with one complete set of Test Certificate shall be forwarded thru Bank. The documents shall be negotiated with Bank only for the 'Net shipment value'. Net Shipment Value = Invoice value – LD value

5. BILL OF ENTRY FILING (APPLICABLE FOR FOREIGN BIDDERS)

Indian Customs has imposed a penalty on late filing of Bill of Entries (Air / Sea Shipments) by the importer @ INR 5,000/- per day (for Initial 03 days) & INR 10,000/- per day (thereafter). The maximum free time allowed for filing Bill of Entry is 24 hrs from the time of arrival of cargo at final port of discharge. The amount indicated is as prevailing on date. The actual penalty amount as prevailing on the date clearance shall be levied on the vendor if applicable.

The vendor should furnish the NND, ie. Non-Negotiable Documents (Air Way Bill / Bill of Lading, Error free Commercial Invoice, Packing List, Certificate of Origin) by mail and by post / courier to BHEL well in advance (ie. minimum 15 days, maximum 60 days prior to landing in case of Sea or Air) at final port of discharge in order to register in the Steel Import Monitoring System (SIMS). Pl note that registering at SIMS is a pre-requisite to Bill of Entry filing and hence, the penalty arising due to late Bill of Entry filing owing to late receipt of the NND documents as stated above will be to the vendor's account.

Vendor will be held responsible for the penalty arising against the late filing of Bill of entry due to-

a. Non-availability of Non-Negotiable Documents (NND's) before the cargo arrival
b. Discrepancy in documents
c. Short landing of consignments (For shipments on CFR Chennai Port)

Annexure A - Terms & Conditions

For all shipments for the contracts (PO's) finalized on CFR Chennai Port basis-

a. Delivery Orders involving multiple agencies like liners / freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.
b. Detention / demurrage charges arising due to the delay in collection of Delivery Orders from multiple agencies of liner / freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from vendor's bills only.
c. Bill of Lading should clearly endorse the detention free period and the same should be honoured by the freight forwarder and liner. Detention / demurrage if any due to non-acceptance of detention free period indicated in bill of lading will be to vendors' account only.

Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge, other charges* indicated in delivery order will not be borne by BHEL. The liner / freight forwarders should be properly communicated by the vendor not to claim such charges for issuing Delivery Order. If the liner / freight forwarder claims such charges in their invoices, the same amount will be deducted from the vendor bills without any prior intimation in order to avoid the delay in Customs clearance.

*The likely additional / hidden costs or other charges (not payable by BHEL) as indicated above are-

a. CIC - Container Imbalance Charges / Surcharges
b. EIC - Equipment Imbalance Charge / Surcharges
c. CAF - Container / Currency Adjustment Factor
d. BAF - Bunker adjustment Factor
e. RDS - Rupee Depreciation Surcharge
f. CDS - Currency Depreciation Surcharge
g. ISPS - International Ship and Port Facility Security charges
h. OHS - Origin handling Charges
i. Port Congestion Charges
j. Interim Surcharge
k. Chennai Trade Charge
l. Any other hidden charges claimed by liner

	BHARAT HEAVY ELECTRICALS LIMITED **PIPING CENTRE, CHENNAI – 600 017.**
Title : Specification No: Project : Material : Equipment :	Technical Delivery Conditions for plate formed pipes to ASME SA 672. TDG : 08 Rev : 03 ALL PROJECTS ASME SA 515 Pipes.

Accepted By:- Engineering				
Materials Management				
OP & C				
Rev : NO:-	03	04	05	06
Date :-	03. 10.2005			
Prepared / Revised by				
Reviewed / Approved by				

Issued by Piping Centre / **Quality Assurance**

REV NO	REVISED CLAUSE	DESCRIPTION
2	6.1	Heat Treatment as per specification added.
2	---	Other clauses Re- worded for better clarity.
3	4.1 Modified	Cirseam weld included

1.0 **SCOPE**

1.1 This technical delivery condition specifies the additional requirements for the delivery of Electric Fusion Welded pipes conforming to ASME SA 672

1.2 The grades covered are B60, B65 and B70

1.3 The class of the pipes shall be Cl.22 (Stress Relieved condition).

1.4 These pipes are intended for power piping services at stress levels and temperature allowed by ASME B31.1 and IBR.

1.5 The pipes shall conform to size, grade and quantity as specified in the enquiry/purchase order.

2.0 **APPLICABLE CODES AND PROCEDURES**

2.1 The pipes shall also conform to INDIAN BOILER REGULATIONS, 1950.

2.2 All welders, welding procedures shall be qualified as per ASME Section IX, and IBR.

2.3 Non-Destructive Examination procedures shall be as per ASME Section V.

3.0 **MATERIAL**

3.1 The chemical composition of the steel plates shall be as per ASME SA 515 Gr.60 for B60, Gr.65 for B65 and Gr.70 for B70 except that the carbon percentage shall be limited to 0.25% irrespective of plate thickness.

3.2 The steel shall be of fully killed plain carbon steel.

3.3 The plate shall be in control rolled or normalised condition. The heat treatment condition of the plate shall be recorded in the Test Certificate.

4.0 **WELDING**

4.1 The joints which includes longitudinal and circumferential welds shall be full penetration welds made in accordance with the qualified procedures as per ASME Section IX. Longitudinal seams on adjacent pipe shell shall be offset by at least 90 deg.

4.2 One production test coupon per size/per melt shall be made for every 60 meters as per Chapter IX of IBR.

5.0 **NON-DESTRUCTIVE EXAMINATION**

5.1 All the plates used for the manufacture of pipe shall be ultrasonically tested. UT testing shall be done as per A435 and acceptance standard shall be as per A-578 Level-B.

5.2 The full length of each weld shall be radiographically examined in accordance with ASME SA 672 and accepted as per ASME Section VIII - paragraph UW –51.

5.3 Weld repairs shall be carried out as per ASME SA 672 and accepted as per ASME Section VIII.

5.4 When two long seam pipes are joined to make the required length, the long seams shall be at least 90deg apart from each other. 100% RT shall be carried out on the circumferential and "T" joint.

6.0 HEAT TREATMENT

6.1 All the pipes shall be heat treated as per SA 672 specification.

7.0 MECHANICAL TESTS

7.1 Wherever applicable, the plate shall be subjected to tensile test at 350deg C and a bend test as per IBR.

7.2 Mechanical and metallurgical test shall be carried out as per Chapter XII of IBR on each welded test plate. The tests to be conducted are listed below:

Type of test	No. of tests	Reference Standard
a) Tension test for weld seam	1	ASME Section IX-QW-422
b) All weld metal tension test	1	IBR Reg.259
c) Guided bend test (Face & Root)	2 each	ASME Sec.IX-QW-462 (a)
d) Macro & Micro structure test	1 each	IBR & ASME Sec.IX
e) Impact test Charpy-V	1 set	ASTM A370 Type-A

7.3 One test plate may represent a lot of pipes up to 60 meters in length.(also refer 4.2above) Test plate shall be of the same grade of material, same melt, and same thickness of the pipe and shall be subjected the same heat treatment of the pipe.

8.0 HYDRAULIC PRESSURE TEST

8.1 Each length of pipe shall be subjected to a hydraulic test pressure as per ASME SA530, but in no case the test pressure shall be less than 1.5 times the design pressure or the HTP value indicated in the purchase order.

9.0 DIMENSIONAL TOLERANCES

9.1 The tolerance on length, outside diameter, out of roundness, wall thickness and weight shall be as per ASME SA 672.

9.2 Dimensional report supported with the necessary sketch/details shall be included in Test Certificate.

10.0 **WORKMANSHIP**

10.1 All pipes shall have smooth surfaces, free from loose scales and defects like laps, seams, folds, cracks, pitting etc. The surface imperfection beyond the permissible limit of ASME SA 672 shall be removed mechanically without affecting the minimum thickness and workmanlike finish. All pipes shall be coated with resin type translucent rust preventive or rust inhibitor on the inside and outside.

11.0 **COLOUR CODE:-**

11.1 Each pipe shall be colour coded longitudinally.

SA 672 B60 Cl.22 – Red & White
SA 672 B65 Cl.22 – Red & Blue
SA 672 B70 Cl.22 – Red & Aluminum

12.0 **MARKING AND PACKING**

12.1 P.O.No, SIZE, LENGTH,QTY,SPECIFICATION, GRADE, MELT/HEAT No, MAKER'S MARK AND INSPECTOR SEAL shall be hard punched and paint stenciled on the pipe 100mm away from both ends. All pipes shall be sent as loose with proper sling marks and end stiffeners .

13.0 **CERTIFICATES**

13.1 Three original test certificates typed in English shall be given along with the pipes.

13.2 The pipes must be delivered along with test certificates legibly written in English.

13.3 The test certificates shall furnish the following details:

a. Purchase Order Reference.
b. Test Certificate Number.
c. Specification, grade, size and diemension.
d. Steel making process of the plate .
e. Heat number of the plate.
f. Laddle analysis of plate.
g. Heat treated condition of plate.
h. Mechanical test results of the plate.
i. Mechanical and metallurgical test results of the weld test coupons.
j. Radiography test reports with acceptance standard.
k. Heat treated condition of pipe.
l. Hydraulic test pressure results.
m. Ultrasonic test results with acceptance standard.

13.4 All the plates and pipes must be inspected at the mills and the test certificates in IBR Form IV and IIIA shall be countersigned by an inspecting authority recognised under Appendix-C of IBR.

13.5 The pipes shall be subjected to inspection by authorities nominated by BHEL and the test certificate shall be countersigned by them.

Part I - UnPriced bid (To be submitted with Technocommercial bid)

Enquiry ref **4012000005 dt 13.05.2020**

Vendor name M/s

S no	MATL CODE	Pipe Desc.	Qty in metres	Weight in MT	Quoted / Not Quoted	Delivery in 4 Months		Delivery in 6 Months	
						Qty in meters	Weight in MT	Qty in meters	Weight in MT
10	159385170000	PIPE DIA 559.0 X 10.0 SA672GRB70CL22	60	8.12		60	8.124	0	0
20	159385180000	PIPE DIA 610.0 X 10.0 SA672GRB70CL22	150	22.20		78	11.544	72	10.656
30	159385190000	PIPE DIA 660.0 X 10.0 SA672GRB70CL22	96	15.39		60	9.618	36	5.77
40	159385210000	PIPE DIA 711.0 X 10.0 SA672GRB70CL22	126	21.79		42	7.262	84	14.524
50	159385220000	PIPE DIA 813.0 X 10.0 SA672GRB70CL22	120	23.76		60	11.88	60	11.88
60	159385230000	PIPE DIA 914.0 X 10.0 SA672GRB70CL22	24	5.35		12	2.675	12	2.675
70	159387240001	PIPE DIA 965.0 X 10.0 SA672GRB70CL22	24	5.65		12	2.826	12	2.826

Cells highlighted in orange color have to be filled by the vendors

INFORMATION ON REVERSE AUCTION

REVERSE AUCTION (AA: SSP: RA: 03) Issued on 26.09.2016

BHEL reserves the right to go for reverse auction (RA) (guidelines as Available on www.BHEL.com) instead of opening the sealed envelope price Bid, submitted by the bidder. This will be decided after Techno-commercial evaluation. Bidders to give their acceptance with the Offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'process compliance form' (to The designated service provider) as well as 'online sealed bid' in the Reverse auction. Non-submission of 'process compliance form' or 'online Sealed bid' by the agreed bidder(s) will be considered as tampering of The tender process and will invite action by BHEL as per extant Guidelines for suspension of business dealings with suppliers/ Contractors (as available on www.BHEL.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along With the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be Placed on lower of the two bids (RA closing price & envelope sealed Price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the Contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in Comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it Will be considered as fraud and will invite action by BHEL as per extant Guidelines for suspension of business dealings with suppliers/ Contractors (as available on www.BHEL.com)

Declaration to be issued on Company letter head

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we, (supplier name) are local supplier meeting requirement of minimum local content (50%) defined in as above orders for the following Enquiry Sl Nos of BHEL Enquiry No 4012000005 dt 13.05.2020.

- Enquiry Sl Nos-

Details of location at which local value addition will be made is as follows:

………………………………………………………………………………………………….

………………………………………………………………………………………………….

By issuing this declaration, we understand and are in acceptance to the following-

- 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.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we 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.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. 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 and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.

Seal and Signature of authorized signatory

Special Note-

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.