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:4012000007 DT: 25.09.2020

Sub: **Request For Quotation (RFQ) for supply of Seamless Alloy Steel pipes of SA 335 P22 specification - Reg**.

Ref: Enquiry No: 4012000007 dt 25.09.2020

BHEL/Piping Centre invites RFQ's for supply of Seamless Alloy Steel pipes of SA 335 P22 specification. The offers should be submitted in the E-procurement portal. The offer will be opened at **14.30 hrs** on the **due date 09.10.2020**. 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
   Supplier Facility report
2. Tech. delivery condition for Seamless steel pipes TDG: 101: Rev 13 Dt. 13.03.2020
3. Unpriced bid Format
4. Price bid Format **in e-procurement portal**
5. 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: 2020.09.25 12:01:17 +05'30'

Ms. Poongkodi.V
Deputy Manager / 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

ENQ REF: 40120 00007 DT 25.09.2020

SI No.	PQR Description	Documents to be submitted	Bidder Compliance with supporting documents (YES / NO)	Remarks
1	Manufacturers having pipe mill are only eligible to participate. Offer from traders, re-rollers (Suppliers having only cold finishing facility), fabricators and stockists are not acceptable and will not be considered for evaluation. Vendor to indicate the nature of the firm. Product catalogue shall be submitted.	1. Company Catalogue 2. Any Proof Certificate for being a manufacturer viz Certificate of Registration / Factory license etc		
2	Bidder shall have basic in-house manufacturing facilities including heat treatment furnace, testing facilities for NDE and Hydro to get the bid qualified for further evaluation.	1. Suppliers shall submit filled in supplier facility report for Pipe mill (Format enclosed). 2. Valid Furnace Calibration Certificate.		
3	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.		
4	Suppliers shall have supplied Pipes in each of the tendered specification. If credential is not available for any specific tendered size, then specific declaration shall be submitted by mill stating the capability to produce that quoted size/s. Supply experience being furnished shall not be prior to 3 years from the date of the Enquiry.	Details of supplies made in recent past detailing the quantity, Specification, size & customer details, year wise along with the unpriced PO copies, proof of supply (such as invoice / bill of lading copies and sample test certificates) covering minimum and maximum sizes meeting the tendered size requirements shall be submitted.		
5	Firm should have made a turnover of at least Rs. 2 Lakhs for anyone of last 3 audited Financial Years (or from date of Incorporation whichever is less).	Indigenous bidders shall submit audited Company Financial statement-Balance Sheet and P&L statement for past 3 years meeting financial turnover criteria.		

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

Note –

1. Bids fulfilling the above criteria will be considered for further techno-commercial evaluation.
2. For Startups and MSE bidders, Annual Financial Turnover criteria (Sl. No: 5 above) is relaxed to Rs 1 Lakhs and prior experience criteria (Sl No 4) is relaxed to last 4 years from the date of Enquiry. Relaxation is subject to bidder meeting technical and quality criteria of the PQR.
3. 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
4. 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.

ENQ REF: 40120 00007 DT 25.09.2020

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 Seamless Alloy steel Pipes of material spec SA335P22 as per TDG: 101 Rev 13 to be delivered at Ward 85 BHEL Tirumayam stores.		
2	**LIST OF ITEMS** **Sl no — Pipe Description — Qty in metres — Weight in MT** **10 — PIPE DIA 168.3 X 10.97 x 6500 SA335P22 — 26 — 1.11** **20 — PIPE OD 168.30 x 7.11 x 6000 - SA335P22 — 30 — 0.85** **30 — PIPE DIA 219.1 X 8.18 x 6000 - SA335P22 — 6 — 0.26** **40 — PIPE DIA 323.9 X 9 x 6500 - SA335P22 — 26 — 1.82** **50 — PIPE DIA 323.90 X 14.27 x 6000 - SA335P22 — 12 — 1.31** **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.**		
3A	**TECHNICAL REQUIREMENTS** **PIPE REQUIREMENT** i) Pipe shall meet the requirements as per our Technical Delivery Condition TDG: 101 Rev 13. Bidders shall clearly indicate their acceptance to the TDC and other requirements. ii) Bidder shall submit detailed process flow chart from raw material stage including manufacturing of pipe, coating & testing. iii) Bidder shall submit valid ISO 9001:2015 certificate or Quality Management system Certificate. 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	**<u>TECHNICAL REQUIREMENTS</u>** **<u>SOURCE OF RAW MATERIAL</u>** 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).		
4	**<u>INSPECTION</u>** Inspection shall be done by BHEL / BHEL approved third Party inspection agency / Customer if any / IBR / IBR authorized agency.		
5A	**<u>Two-part bid :</u>** **<u>Part-I TECHNICAL - CUM – COMMERCIAL PART (Un-priced):-</u>** 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 TDG: 101 Rev 13. 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.		
5B	**<u>PART II PRICE PART:</u>** **<u>Bidders to note that evaluation of the bid and ordering will be on item-wise L1 only.</u>** 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.		

ENQ REF: 40120 00007 DT 25.09.2020

Sl No	BHEL requirement	Bidder's Response	Remarks
6	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.		
7	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)		
8	**EVALUATION OF BIDS** Price Bids of only the PQR and Techno-commercially qualified bidders (Customer approved) will only be opened. Finalization of prices shall be by sealed envelope bid opening only. 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). 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.		
9	**TERMS OF DELIVERY:-** **FOR Ward 85 BHEL Tirumayam stores basis: -** Dispatch of items shall be made to Ward 85 BHEL Tirumayam stores.		
10	**DELIVERY SCHEDULE:-** 4 months from date of LOI / PO Supplies are to be completed within 4 months from LOI/PO date. As delivery will affect our project requirements, kindly quote for the above delivery period only.		
11	**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, LR date will be taken as the delivery date.		

ENQ REF: 40120 00007 DT 25.09.2020

Sl No	BHEL requirement	Bidder's Response	Remarks
12	**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).		
13	**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.		
14	**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.		
15	**CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE:** 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.**		
16	**TERMS OF PAYMENT:** No advance payment shall be made by BHEL. 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.** **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 will be as per Annexure-A enclosed.		
17	**QUALITY DOCUMENTS** One original + two copies of Quality Documents as per Cl. 14 of TDG 101 Rev 13 shall be sent to Purchase / Piping centre BHEL Chennai immediately after the shipment / despatch of Items. All the above documents are to be submitted in soft copy apart from the hard copy, as above.		

ENQ REF: 40120 00007 DT 25.09.2020

Sl No	BHEL requirement	Bidder's Response	Remarks
18	**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.		
19	**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.		
20	**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.		
21	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.		
22	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.		
23	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
24	**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.

Risk and Cost amount against Balance Work:

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, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same 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.

'Local content' means the amount of value added in l11dia which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the Item procured (excluding net domestic indirect taxes) minus the value of imported. Content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-Il local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

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 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity' shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to local supplier's quoted price falling within the margin for purchase preference (L1 + 20%), and contract for that quantity shall be awarded to 'Class-l local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I 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 Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

In case item is not divisible, following procedure will be followed-

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a 'Class-I local supplier', the contract will be awarded to L1.
- If L1 is not from a local supplier, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to 'Class-I local supplier's’ quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- Any item wherein the net quantity is less than 2 (i.e. if qty is 1 No.) will be considered as not divisible for the purpose of operating purchase preference.

Annexure A - Terms & Conditions

"Class-II local supplier" will not get purchase Preference in any procurement

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

- The 'Class-I local supplier'/ 'Class-II 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 this order 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

Methodology for Preference:

In case the item is divisible, the following methodology shall be followed:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from MSE bidder, the contract for full quantity will be awarded to L1.
- If L1 bid is not from MSE bidder, 75% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the MSE bidders, will be invited to match the L1 price for the remaining 25% quantity subject to the MSE bidder's quoted price falling within the margin of purchase preference (L1 + 15%), and contract for that quantity shall be awarded to such MSE bidder subject to matching the L1 price. In case such lowest eligible MSE bidder fails to match the L1 price or accepts less than the offered quantity, the next higher MSE bidder 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 MSE bidders, then such balance quantity may also be ordered on the L1 bidder.

In case the item is non-divisible, the following methodology shall be followed:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from MSE bidder, the contract for full quantity will be awarded to L1.
- If L1 bid is not from MSE bidder, the lowest bidder among the MSE bidders whose quoted price falls within the margin of purchase preference (L1 + 15%), will be invited to match the L1 price for 100% quantity and contract for 100% quantity shall be awarded to such MSE bidder subject to matching the L1 price. In case such lowest eligible MSE bidder fails to match the L1 price or accepts less than the offered quantity, the next higher MSE bidder within the margin of purchase preference shall be invited to match the L1 price for 100% quantity and so on, and contract shall be awarded accordingly. If all the MSE bidders within L1+15% band do not accept the non-MSE L1 price, 100% quantity will be ordered on the L1 bidder.

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.

Note: - In case of L1 vendor is having any one of MSE OR Make in India preference, but vendor is falling in MSE/MII price range with both MSE and Make in India preference then quantity will be counteroffered to the vendor who is giving both the preferences.

4. PAYMENT DOCUMENTS

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-

Annexure A - Terms & Conditions

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.

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.

ANNEXURE – V

Technical: Seamless Tubes & Pipes Suppliers
(Carbon / Alloy / Stainless Steel)
Supplier Facility Report

1. Name of the Company	
2. Address of the Registered Office (Telephone, E-Mail, Fax)	
3. Factory Location and Address (Telephone, E-Mail, Fax)	

4. Installed Capacity (Tonnes / Year)

4.1) Carbon Steel

a) SA 192	
b) SA 210 Gr. A1, C	
c) SA 106 Gr. B, C	
d) Riffled Tube / SA 210 Gr. C	

4.2) Alloy Steel

a) SA 335 P11, P12, P22	
b) SA 213 T11, T22	
c) SA 335 P91, SA 213 T91	
d) SA 335 P23, P92	
e) SA 213 T23, T92	
f) Riffled Tube / SA 213 T12, T22, T23	

4.3) Stainless Steel

a) SA 213 TP 304H	
b) SA 213 TP 347H	
c) SA 213 TP 347HFG	
d) Super 304H	

5. **Are you making your own steel (Bloom) for making Tubes / Pipes ?** YES [ ] NO [ ]

6. If yes, for Sl. No. 5

   a) Type of Furnace

   b) Capacity of furnaces (Metric Tonnes / Melt)

   c) Facility for manufacture of Blooms

7. If No, for Sl. No. 5

   a) Source of Raw Material (Blooms)

8. **Tube / Pipe Manufacturing Facility details**

   8.1 Capacity of the rolling mill with respect to Diameter (Minimum and Maximum), Thickness (Minimum and Maximum) and Length (Maximum)

   a) Through Hot Finishing

   b) Through Cold Finishing

   8.2 Type & Make of Hot Mill along with the details of the Individual Equipments

   8.3 Type & Make of Cold Mill along with the details of the Individual Equipments

9. **Heat Treatment Facility Details**

   a) Capacity of the Furnaces

   b) Type of Heat Treatment Carried out (Batch or Continuous)

10. **In House Testing Equipments Details**

    a) Online UT Facilities

    b) Online Eddy Current (EC) Facility

    c) Hydro Test Facilities (Indicate the Maximum Pressure)

    d) Chemical and Mechanical Testing Facilities

11. **Details of Accreditation for Quality Systems (Like ISO, ASME, API etc.,)**

12. Are you Approved by any Third Party / Statutory Agency ?
    If so, specify the Agency **(Attach details in ENGLISH)**

13. Have you manufactured the following Size / Specification / Length to BHEL or any other well-known Boiler Manufacturer for Boiler Application
    Please provide the details of to whom, when and how much supplied.

a) TUBES:

TUBES REQUIREMENT- LENGTH : 6500 mm to 13800 mm			
SL. NO.	**OUTER DIAMETER**	**WALL THICKNESS**	**SPECIFICATION**
1	21.3 to 73.01 mm	2.11 to 14.02 mm	SA 106 Gr B / Gr C (Carbon Steel) SA 335 P12, P22, P23, P91, P92 (Alloy Steel)
2	28.6 to 76.1 mm	3.2 to 12.5 mm	SA 192 / SA 210 Gr A1 / Gr C (Carbon Steel) SA 210 Gr. C (Rifle Tubes) SA 213 T12, T22, T23 (Alloy Rifle Tubes)
3	14 to 76.1 mm	3.2 to 12.5 mm	SA 213 T11, T22, T23, T91, T92 (Alloy Steel) SA 213 TP 304 H, TP 347 H, TP 347 HFG, Super 304 H (SS)

b) PIPES:

PIPES REQUIREMENT – LENGTH 3000 mm to 9000 mm			
SL. NO.	**OUTER DIAMETER**	**WALL THICKNESS**	**SPECIFICATION**
1	88.9 to 864.00 mm	3.96 to 148.0 mm	SA106 Gr B / Gr C (Carbon Steel)
2	88.9 to 965.00 mm	3.96 to 130.0 mm	SA335 P11, P12, P22, P23 (Alloy Steel)
3	127.0 to 812.8 mm	11.50 to 100.00 mm	SA335 P91, P92 (Alloy Steel)
4	88.9 to 323.9 mm	3.05 to 12.5 mm	SA312 TP304H, 321 H, 316 (SS)

14. Please go thro the attached **Technical Delivery Condition (TDC)** and give point-by-point confirmation.

    a) For Tubes: TDC: 0:102, 0:105, 0:119

    b) For Pipes: TDC: 0:101, TDG: 32, TDG: 100, TDG: 101, TDG: 26, TDG: 6876

PLACE :

DATE :

SIGNATURE WITH SEAL

NOTE: Enclose Additional Sheets / Annexures wherever required referring the Sl. No. of this format.

******

1.0 GENERAL

Materials: SA106GrB, Gr C; SA 335 P11, P12, P22, P91 & P92 (Code case: 2179).
This Technical Delivery Condition specifies the requirements in addition to ASME SA 106, SA 335.

2.0 BILLET / BLOOM REQUIREMENTS

The billets/blooms shall be fully killed and vacuum degassed. Ladle analysis is required for all steels.

Chemistry shall be controlled as given below for below specified grades. For all other grades, it shall be as per applicable material specifications:

Ladle Analysis:

SA 106 Gr B:	Carbon: 0.25% Max.
SA 106 Gr C:	Thickness $\leq$ 20mm Carbon: 0.25 Max.
	Thickness > 20mm Carbon: 0.30 Max.
SA335 GrP92:	Si: 0.10-0.50%; Ni: 0.30max and Cu: 0.25max

The billet/bloom shall conform to the chemical and process requirements of respective pipe specifications. The billet/bloom shall be sourced from IBR well-known steel makers or with inspection and certification by IBR authorized Inspecting Authority in case the mill is not approved by IBR. Mill test certificate shall be submitted to BHEL.

3.0 CHEMICAL COMPOSITION

Product analysis on pipes is required for all steels. Chemistry shall be controlled as per applicable material specifications and the elements including Carbon (for SA106 Gr-B&C), Si, Ni, & Cu (for SA335 Gr-P92) as indicated in Clause 2.0 above shall also be reported in the product analysis.

4.0 TOLERANCES : Unless otherwise specified in the PO, tolerances shall be as below:

4.1 OD specified pipes:-

SA335 P91& P92: the tolerance on OD shall be: ±1% (Max: 4mm) of Nominal OD.

Other than SA335 P91& P92: the tolerance on OD shall be: ±1% (Max: 6mm) of Nominal OD.

4.2 ID specified pipes are specified by the maximum Internal Diameter and Minimum wall thickness. The tolerance if not specified in the PO shall be: ID: +0.0mm, -3.2mm & Thickness: +6.4mm, -0.0mm

- Weight per meter : +10% , -5% on nominal weight **

** Nominal weight of ID Pipe per meter shall be calculated as follows,
Wtnom =(IDnom + tnom)*tnom*0.02466 kg/meter , where
ID nom = IDmax-1.6 mm ; tnom = tmin+3.2 mm

Actual weight per meter shall be indicated in mill test certificate.

5.0 STRAIGHTNESS & POLYGONIZATION

The Pipes shall not deviate from straightness by more than 1mm in any one meter and shall not be more than 6mm over the entire length for Pipes of OD > 76.1mm. A sharp bend at the end or kink and twist are not acceptable. These limitations are applicable for any given plane.
Also, for Pipes with OD $\leq$ 76.1mm, shall be made by processes specified below:

1. All pipes shall be cold formed in case of "t/D" ratios > 0.15, where "t" is the specified nominal wall thickness and "D" is the specified nominal OD of the pipe.
2. Pipes may be cold formed or hot formed in case of "t/D" ratios upto and including 0.15.
3. The degree of polygonization (P), measured as indicated in Fig.1 & calculated using the below formula, shall not exceed 15% in both the above cases:

$$P = \{[\sum S_B - \sum S_A] / [0.135*(3D - \sum S_A)]\} * 100$$

where, P is the degree of Polygonization in %
D is the specified nominal OD of the pipe
$\sum S_B$ is the sum of maximum pipe wall thicknesses measured at 6 locations 60 degrees apart and
$\sum S_A$ is the sum of minimum pipe wall thicknesses measured at 6 locations 60 degrees apart.

J.N.Jl.	DSRiya	R. Ltth.	Anathan	N.V Rams
J Nanthini/ QA	D Sandra Priya / QA	R Prabha / MM	C Vaithiananthan / Engg	K V Ramani / Quality
Prepared by	Reviewed by			Approved by

Wall thickness shall be measured using profile projector/shadowgraph/digital scanner/any other suitable instrument meant for this purpose.

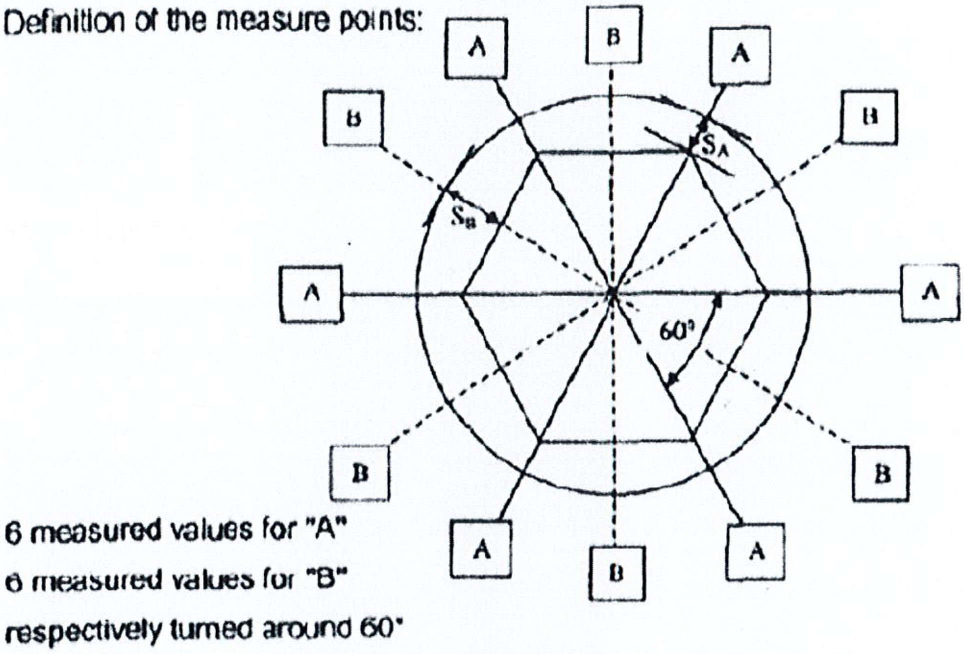

Fig. 1

6.0 HEAT TREATMENT & MECHANICAL TESTS

6.1 HEAT TREATMENT

CS: Hot Finished : OD <= 76.1mm no heat treatment required. OD > 76.1mm shall be in Normalised condition.
CS: Cold Finished : All Sizes – In Sub-critical annealed, fully annealed or in Normalised condition.
AS: All sizes – SA335 P11, P12 & P22 – Either in Normalised and tempered or Isothermal Annealed condition.
AS: All sizes – SA335 P91 & P92: Shall be Normalised as per specification & Tempered between 750°C-780°C.

6.2 MECHANICAL TESTS:

As per specification. Quantum of test: As per specification – For each nominal size per heat per heat treatment batch. (Minimum 2 pipes for first 100 pipes and 1 per 100 or part thereof for pipes over 100 numbers, as per IBR). For alloy steel pipes meant for fitting (As indicated in the Purchase order), test coupon shall be in normalised and tempered condition.

For P91 Pipes, Ys (0.2% offset) - 450 MPa Min ; Ts – Min 630 MPa, Max 850 MPa.
For P92 pipes Ts- Min 630 Mpa, Max 850 Mpa.
For other grades, Ys and Ts shall be as per specifications.

6.3 HARDNESS FOR SA 335 P91 & P92 PIPES :

Hardness test shall be carried out on each pipe. The hardness value for P91 shall be 195-250 BHN and that for P92 shall be 190-250 BHN. The hardness test values shall be indicated in the Test certificate

7.0 SUPPLEMENTARY TESTS

These are applicable to SA 106 Cr C, SA335 P11, P12, P22, P91 & P92. The supplementary test results shall be indicated in the Test Certificate along with the mandatory test results.

7.1. **Product Analysis (S1):-** Product Analysis for all steels shall be carried out on 5% of pipes per heat per heat treatment batch (minimum 2 Nos) for size NB 200 mm and above.

7.2. **Transverse tension test (S2):-** Transverse tension test shall be carried out (for size NB 200 mm and above) on one end of 5% of pipes per heat per heat treatment batch (minimum 1 No).

7.3. **Photomicrograph test for P91 & P92 (S5):-** Photomicrograph test shall be carried out from a specimen of pipe in the as finished condition for each individual size (OD and wall thickness) per heat per heat treatment batch. Acceptance norms - The Material shall be free from any micro fissures. Microstructure shall show tempered martensite and also to be examined for any grain growth and delta ferrite (to be maintained within 3% for Gr92 and within 2% for Gr91 when measured as per VD TUV 1272). Photomicrograph with 400x (Min) magnification along with Photomicrograph report to be provided. The actual magnification shall be indicated.

7.4. **Project specific requirement for any other supplementary test as indicated in respective material specification shall be addressed separately in Enquiry / Purchase order.**

8.0 NON DESTRUCTIVE TEST

Each pipe shall be ultrasonically tested as per ASTM E 213 in both clockwise & anticlockwise directions; calibration to be done on two axial notches of 50 mm length (inside & outside) and a depth of 5% of wall thickness (minimum 0.3 mm; maximum 1.5mm). The results shall be indicated in the Test Certificate.

9.0 REPAIR

Repair by welding is prohibited. The pipe shall meet the dimensional tolerance (clause 3.0 above) after any mechanical repair as permitted in the standard.

10.0 WORKMANSHIP

The Inside & outside surfaces of the pipes shall be free from any imperfections & defects like laps,seams,folds, cracks, pitting etc,. Localised imperfections, if any,may be removed by grinding or skin machining only, ensuring the wall thickness, inside and outside diameter to provide workmanship like finish. Local depressions or ground spots are not acceptable. Loose scales shall be removed by blast cleaning in both inside and outside surface. Repair by welding is prohibited.

11.0 MARKING & COLOUR CODING

The following details are to be marked on the consignment for identification

1) PO Number 2) Supplier's emblem/code 3) Specification & grade (Code Case if applicable) 4) Heat number
5) Size (OD/ID X Thickness X Length, in mm) 6) No. of pipes 7) Inspector's seal

OD up to 31.8 mm (excluding)	Details 1 to 7 shall be stamped on metal / plastic tag attached to bundle
OD 31.8 mm to OD 76.1mm (including)	Details 1 to 5 shall be paint stencilled on each pipe. Details1 to 7 to be stamped on Metal / Plastic tag attached to bundle.
OD above 76.1 mm	Details 2,3,4,5 & 7 shall be hard stamped with round edged stamp at 100mm from an end of each pipe. Details 1 to 5 shall be paint stencilled on each pipe.

Longitudinal colour bands on the entire length of all pipes. The colours shall be as per BHEL procedure SIP: PP: 21(Latest).

12.0 PRESERVATION

- Outside: - Resin type rust preventive coating with visibility to stencilled details. Thick Black coating which camouflages the Surface of the pipes is not permitted.
- Inside: - Rust inhibitor or resin type rust preventive coating.
- Ends of the pipes shall be secured with caps.

13.0 PACKING

a) Thickness</=2.5mm in boxes. b) OD </= 159 mm in bundles. Others in loose condition.
Pipe bundles to be < 4 tons of equal no.of pipes, fastened with galvanised strap/ anti-rust coated (1x25mm.min.) for Carbon Steel & Alloy Steel and by Nylon strap for Stainless Steel at 2 ends & at 1m interval. Wooden pallets to cover pipes are not permitted.

14.0 INSPECTION AND CERTIFICATION (In English Only)

14.1. Products shall be inspected at works and the applicable IBR Forms must be Countersigned by the Inspecting Authority as indicated below:

a) Imported Items: Inspecting Authority approved by IBR for the Country of origin (To be concurred by BHEL before placing PO).

b) Indigenously Supplied items: Director/Chief Inspector of Boilers of respective State.

14.2. Certification in IBR Form-IIIA for Pipes & IBR Form-IV for the raw material steel from "IBR-Well Known Pipe Maker" or "Inspecting Authority" as applicable, to be submitted.

14.3. Test Certificate shall include PO no.(BHEL), TDC no., Pipe size and quantity- melt wise, specification and grade with year of code, Heat no., Steel &Pipe making process, chemistry including incidental elements on Ladle and Product analysis, Heat treatment details with actual temperature and soaking time, Mechanical results.

14.4. Detailed NDT reports with reference norms, acceptance standards and test results shall be furnished along with Test certificates.

14.5. For P91 & P92 pipes the Photomicrograph test report along with photomicrograph with 400x (min) magnification shall be furnished.

14.6. Refer to BHEL Engineering Drawing: 4-03-000-00062 (Latest Rev) for MAWP values for various material grades & sizes at various temperatures.

14.7. ***Mill test certificate of the raw material (billet/bloom) as per Cl.2.0***

15.0 End Use : These pipes are meant for use in subcritical and supercritical Boilers. These pipes shall be capable of undergoing forming, bending and welding operations necessary for the application without developing defects.

RECORDS OF REVISIONS

i) Rev 03 – Para 4.1, 4.2.b are included; Para 6.0, 13.0 are modified

ii) Rev 04 – Para 3.1, 3.2 modified

iii) Rev 05 – SA335 P92 included. Para 1.0, 2.0, 4.1, 4.2, 5.0, 6.0 are modified & Para 5.3, 13.4 included.

iv) Rev 06 – Para 4.0 added. Para 1.0, 3.1, 3.2, 4.1, 5.1, 5.2, 6.1, 6.2, 6.3, 9.0, 10.0, 11.0 & 12.1 revised and further Clauses renumbered.

v) Rev 07 – Para 3.2 revised w.r.t. thickness tolerance for ID specified pipes.

vi) Rev 08 – Para 12.0 added and further clauses renumbered.
Para 5.2, 5.3 & 6.3 revised.
Para 13.1 & 13.2 are revised as per IBR amendment dt :15-Apr-2015.

vii) Rev 09 – Para 3.1& 5.1 revised.

viii) Rev 10 – Para 2.1, 2.2, 2.3, 4.0 (Polygonization), 5.4(Creep Test), 6.4, 13.6 & 13.7 added.
Para 9.0, 10.0 & 13.2 revised

ix) Rev 11 – Para 5.4 & 13.6 - Creep Test requirements removed and further clauses renumbered.

x) Rev 12 – Para 2.0 for Billet/Bloom requirements added and further clauses renumbered.
Para 3.0, 10.0 are revised & 14.7 added.

xi) Rev 13 – Para 2.0 modified based on feedback from user departments, suppliers and internal discussions, Para 15.0 added

J.N.J.R..	DSPriya	R.Pth	Vaithan	KVRamani
J Nanthini/ QA	D Sandra Priya / QA	R Prabha / MM	C Vaithiananthan / Engg	K V Ramani / Quality
Prepared by	Reviewed by			Approved by

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

Enquiry ref **4012000007 dt 25.09.2020**
Vendor name M/s

S no	MATL CODE	Pipe Desc.	Qty in metres	Weight in MT	Quoted / Not Quoted
10	159914596500	PIPE DIA 168.3 X 10.97 x 6500 SA335P22	26	1.11	
20	150911676000	PIPE OD 168.30 x 7.11 x 6000 - SA335P22	30	0.85	
30	159912050000	PIPE DIA 219.1 X 8.18 SA335P22	6	0.26	
40	159914790000	PIPE DIA 323.9 X 9 - SA335P22	26	1.82	
50	159916350000	OD PIPE DIA 323.90 X 14.27 - SA335P22	12	1.31	

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

Declaration to be issued on Company letter head

In line with Government Public Procurement Order (Preference to Make in India) Order (PPP-MII Order), 2017 vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by DPIIT, Ministry of Commerce and Industry, we hereby certify that we, ... (Supplier name) are

a) 'Class-I local supplier' meeting requirement of local content equal to or more than 50%,

b) 'Class-II local supplier' meeting requirement of local content more than 20% but less than 50%,

(Strike off whichever is not applicable)

As defined under above referred Order for the following Enquiry Item Sl Nos of BHEL Enquiry No 4012000007 dt 25.09.2020

- Enquiry Item No./(s) -

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.