

TENDER DOCUMENTS TERMS & CONDITIONS - PROCUREMENT OF 'CW PIPES'
INDIGENOUS / FOREIGN

SL. Nos.	BHEL REQUIREMENT						AGREE/ DISAGREE																																																																																									
1	SCOPE OF SUPPLY Manufacture and supply of below mentioned quantity of IS 3589 Pipes with external and special internal coating schemes for Bhadradri and North Karanpura Project and to be delivered at Bhadradri and North Karanpura Project site.																																																																																															
2	LIST OF ITEMS <table><tr><th>SL No</th><th>PIPE DESC.</th><th>DU No.</th><th>QTY IN METRES</th><th>PROJECT</th><th>WEIGHT IN MT</th><th>PACKAGE</th></tr><tr><td>1</td><td>610 X 6 OG</td><td>P7279180463002</td><td>220.000</td><td rowspan="3">BHADRADRI</td><td rowspan="3">111.71</td><td rowspan="3">PACKAGE-A</td></tr><tr><td>2</td><td>610 X 6 UG</td><td>P7279180463001</td><td>980.000</td></tr><tr><td>3</td><td>610 X 6 UG</td><td>P7279180477090</td><td>50.000</td></tr><tr><td>4</td><td>711.2 X 8 UG</td><td>P7279180477089</td><td>110.000</td><td rowspan="4">BHADRADRI</td><td rowspan="4">50.19</td><td rowspan="4">PACKAGE-B</td></tr><tr><td>5</td><td>813 X 8 OG</td><td>P7279180477056</td><td>10.000</td></tr><tr><td>6</td><td>813 X 8 UG</td><td>P7279180477088</td><td>135.000</td></tr><tr><td>7</td><td>813 X 8 UG</td><td>P7279180477113</td><td>60.000</td></tr><tr><td>8</td><td>813 X 8 OG</td><td>P7279180477009</td><td>15.000</td><td rowspan="3">BHADRADRI</td><td rowspan="3">142.95</td><td rowspan="3">PACKAGE-C</td></tr><tr><td>9</td><td>273.1 X 6 OG</td><td>P7279180477093</td><td>1400.000</td></tr><tr><td>10</td><td>219.1 X 6 OG</td><td>P7279180477094</td><td>1300.000</td></tr><tr><td>11</td><td>219.1 X 6 OG</td><td>P7279180463005</td><td>1480.000</td><td rowspan="3">BHADRADRI</td><td rowspan="3">70.50</td><td rowspan="3">PACKAGE-D</td></tr><tr><td>12</td><td>323.9 X 6 OG</td><td>P7279180463004</td><td>550.000</td></tr><tr><td>13</td><td>323.9 X 6 OG</td><td>P7279180477057</td><td>50.000</td></tr><tr><td>14</td><td>323.9 X 6 OG</td><td>P7279180477092</td><td>900.000</td><td rowspan="2">BHADRADRI</td><td rowspan="2">10.66</td><td rowspan="2">PACKAGE-E</td></tr><tr><td>15</td><td>406.4 X 6 OG</td><td>P7279180463003</td><td>180.000</td></tr><tr><td>16</td><td>813 X 8 UG</td><td>P7245180468048</td><td>150.000</td><td>N.KARANPURA</td><td>23.820</td><td>PACKAGE-F</td></tr></table>						SL No	PIPE DESC.	DU No.	QTY IN METRES	PROJECT	WEIGHT IN MT	PACKAGE	1	610 X 6 OG	P7279180463002	220.000	BHADRADRI	111.71	PACKAGE-A	2	610 X 6 UG	P7279180463001	980.000	3	610 X 6 UG	P7279180477090	50.000	4	711.2 X 8 UG	P7279180477089	110.000	BHADRADRI	50.19	PACKAGE-B	5	813 X 8 OG	P7279180477056	10.000	6	813 X 8 UG	P7279180477088	135.000	7	813 X 8 UG	P7279180477113	60.000	8	813 X 8 OG	P7279180477009	15.000	BHADRADRI	142.95	PACKAGE-C	9	273.1 X 6 OG	P7279180477093	1400.000	10	219.1 X 6 OG	P7279180477094	1300.000	11	219.1 X 6 OG	P7279180463005	1480.000	BHADRADRI	70.50	PACKAGE-D	12	323.9 X 6 OG	P7279180463004	550.000	13	323.9 X 6 OG	P7279180477057	50.000	14	323.9 X 6 OG	P7279180477092	900.000	BHADRADRI	10.66	PACKAGE-E	15	406.4 X 6 OG	P7279180463003	180.000	16	813 X 8 UG	P7245180468048	150.000	N.KARANPURA	23.820	PACKAGE-F	
SL No	PIPE DESC.	DU No.	QTY IN METRES	PROJECT	WEIGHT IN MT	PACKAGE																																																																																										
1	610 X 6 OG	P7279180463002	220.000	BHADRADRI	111.71	PACKAGE-A																																																																																										
2	610 X 6 UG	P7279180463001	980.000																																																																																													
3	610 X 6 UG	P7279180477090	50.000																																																																																													
4	711.2 X 8 UG	P7279180477089	110.000	BHADRADRI	50.19	PACKAGE-B																																																																																										
5	813 X 8 OG	P7279180477056	10.000																																																																																													
6	813 X 8 UG	P7279180477088	135.000																																																																																													
7	813 X 8 UG	P7279180477113	60.000																																																																																													
8	813 X 8 OG	P7279180477009	15.000	BHADRADRI	142.95	PACKAGE-C																																																																																										
9	273.1 X 6 OG	P7279180477093	1400.000																																																																																													
10	219.1 X 6 OG	P7279180477094	1300.000																																																																																													
11	219.1 X 6 OG	P7279180463005	1480.000	BHADRADRI	70.50	PACKAGE-D																																																																																										
12	323.9 X 6 OG	P7279180463004	550.000																																																																																													
13	323.9 X 6 OG	P7279180477057	50.000																																																																																													
14	323.9 X 6 OG	P7279180477092	900.000	BHADRADRI	10.66	PACKAGE-E																																																																																										
15	406.4 X 6 OG	P7279180463003	180.000																																																																																													
16	813 X 8 UG	P7245180468048	150.000	N.KARANPURA	23.820	PACKAGE-F																																																																																										
<u>TECHNICAL REQUIREMENTS</u> <u>A) PIPE REQUIREMENT</u> Pipe shall confirm to IS 3589 specification meeting the requirements as per our Technical Delivery Condition TDC: TDG:07 Rev. 06 . Deviation if any shall be clearly indicated in a separate sheet. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE. Edge preparation (beveling) shall be done as per Drawing No. 4-80-999-93079 Rev. 00 for Bhadradri project and as per Drawing no 3-80-468-32741 for North Karanpura project sent along with the enquiry. Spider Arrangement shall be provided at both ends of the pipe as per Drawing No. 4-80-999-93078 Rev. 00 The Length of each Pipe shall be 7 to 12.5 Meters. Total Quantity Tolerance shall be +2/- 2 Meters per Size of the PO Quantity																																																																																																

	<u>B) COATING REQUIREMENT</u> Painting Scheme Reference 1. for Bhadradri QP no:7259: QPC:12 Rev. 01 dt. 10.07.2015 2. for North Karanapura QP no: 7259: QPC:12 Rev. 01 dt 28.09.2016 Given below coats are applicable for Bhadradri and North Karanapura Project <u>External coating</u> a) For Underground (UG) Pipes Red Oxide Zinc Phosphate (Alkyd Base to IS 12744) - 1 x 30 Microns b) For Overground (OG) Pipes Primer : Red Oxide Zinc Phosphate (Alkyd Base to IS 12744) - 2 x 25 Microns Finish : Paint : Synthetic enamel Long oil Alkyd to IS 2932 – 2 x 35 Microns Shade : Smoke Grey (Shade no 692 of IS 5) Total DFT : 120 Microns	
3	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 IS 3589 pipes meeting the requirements of TDC- TDG:07 Rev. 06 for review/approval immediately. Manufacturing shall commence subjected to approval of above QPs by BHEL.	QP to be enclosed
4	INSPECTION Indigenous suppliers BHEL/ BHEL approved third Party inspection agency. Inspection call shall be raised by the Bidder as per the inspection stages indicated in approved Quality Plan. Inspection call shall be given at least 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. Foreign suppliers 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.	

5	TESTING AND TEST CERTIFICATES NDE TESTING AS PER CLAUSE 5.2 OF TDC: TDG:07:06 DT. 04.05.12 SHALL BE DONE BY ANY ONE OF THE FOLLOWING OPTIONS. BIDDERS TO TICK AND INDICATE THEIR CHOICE BELOW – i) 100% Hydro test along with Radiography Test for 100 mm Weld Length on both the ends of each pipe. <input data-bbox="1390 359 1455 390" type="checkbox"/> ii) 100% Ultrasonic Test + 10% Radiography Test on weld length (including all T-joints and 100 mm Weld length at both the ends) for each pipe. <input data-bbox="1390 459 1455 491" type="checkbox"/> iii) 100% Radiography Test on weld length of each pipe. <input data-bbox="1390 560 1455 592" type="checkbox"/> 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. 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.	
6	<u>Two-part bid :</u> Part-I TECHNICAL - CUM – COMMERCIAL PART (Un priced) :- This part of the bid shall contain following technical and commercial points only (except price portion) 1. Bidder to submit duly filled and signed '<u>Pre-Qualification Criteria</u>' along with all supporting documents. 2. Duly filled, signed and stamped our 'Terms and Conditions' format which contains Commercial & Technical requirements along with BHEL TDC: TDG: 07 : 06, Painting scheme, Edge preparation and Spider arrangement Drawings. 3. Copy of Unpriced bid (without price) clearly <u>indicating quoted/not quoted</u> against each package. 4. Integrity Pact - To be filled and submitted with Part-1 without fail. The above documents form part of this tender document and bidder shall ensure that they have received all these along with tender and confirm.	
7	PART II <u>PRICE PART</u> : Bidders should accept ordering based on competitive price for items put together as a package as mentioned in list of items given above. Ordering will be made on package-wise L1 basis ONLY.	

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

Quantity mentioned against each item may vary. In such case, bidder shall be asked to submit price impact in % before opening of price bid.

INDIGENOUS BIDDERS

The unit price shall be quoted on **FOR Project site basis**

(BASE PRICE and other components strictly as per price template attached)

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

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

a. **Base Price** shall include Cost of Raw Material plus conversion **cost per Meter of bare pipe** including Edge Preparation and providing Spider Arrangement and Testing and Packing and Forwarding.

b. **Painting charges** shall be quoted extra as per the respective painting scheme attached, as indicated in the price format.

c. Percentage of applicable GST shall be clearly indicated.

d. **Freight, GST on freight and transit insurance charges** to be quoted extra. Ordering shall be on Free on Road, **FOR –Project Site.**

FOREIGN BIDDERS

The unit price shall be quoted on **CFR Chennai port basis**. Tender shall be evaluated for price competitiveness on **FOR Project site** (total cost to BHEL) basis, considering quotation on CFR Chennai.

Currency to be mentioned.

Country of origin to be indicated.

In case, Bidders wish to quote on FOB basis, they are required to provide **loading port name**. In such cases BHEL shipping charges shall be loaded on quoted prices to evaluate the tender on CFR basis.

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

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

a. **Base Price** shall include Cost of Raw Material plus conversion **cost per Meter of bare pipe** including Edge Preparation and providing Spider Arrangement and Testing and Packing and Forwarding.

b. **Painting charges** shall be quoted extra as per the respective painting scheme attached, as indicated in the price format.

	c. Freight charges should be quoted extra. Ordering shall be on be CFR – Chennai Port basis. e. 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. f. 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 project site ii) Customs incidental charges	
8	Tender shall be processed by E-Procurement Mode. (Pl refer Guidance to bidders enclosed). Please click this link to take you to the procurement site - https://bheleps.buyjunction.in, you will be required to log in with user code and password allotted to you. (contact mjunction) You may please contact m/s. Mjunction services ltd in case if you have not been activated on eps (enterprise procurement system) or if you have not received login user code/ password. Email at eps.customercare@mjunction.in, else call at 033-66106426/66106454/9163348104/9231027017 (10 am to 06 pm).	
9	EVALUATION OF BIDS L-1 shall be arrived on package-wise L-1 basis, 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.	
10	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 final reverse auction. Offer with lesser validity may not be considered	
11	DELIVERY SCHEDULE: - 3 months from LOI / PO date Delivery shall commence progressively from the first week of 3rd month. 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.	
12	TERMS OF DELIVERY: - 1) Indigenous Bidders FOR ENNORE PROJECT Site basis: - Dispatch of items shall be made to project Site based on Delivery instructions by BHEL-PC.	

	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.	
13	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. PERFORMANCE BANK GUARANTEE Bank Guarantee for 10% of the PO value shall be submitted valid upto the end of guarantee period.	
14	LD CLAUSE: - If the supplier 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. However, it may be noted that loading on quoted prices for LD shall be done to the extent to which the bidder is not agreed (for e.g. if Bidder agrees for LD max. of 6% then the remaining portion i.e. 4% shall be loaded on his quoted rates for evaluating the offer). 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 foreign/Imported Bidders: FOB basis: Final inspection agency's signed date in the test certificate. 3. For Indigenous sources: LR date will be taken as the delivery date.	
15	RISK PURCHASE Your confirmation to our standard risk purchase clause that alternatively the Purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute there for. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD above.	

16	TERMS OF PAYMENT: No advance payment shall be made by BHEL. For indigenous Bidders: 100% payment after 45 days after receipt of materials & Performance bank guarantee @ 10% of PO value valid until guarantee period: Payment shall be made against presentation of following documents to our Finance Department. However, a copy of Invoice and LR shall be sent to Purchase department immediately after the dispatch is affected. - Commercial Invoice in triplicate - Delivery Challan in triplicate whichever is applicable - Guarantee certificate. - Lorry Way Bill (Original + Two copies) - Site Ack. Lorry Way Bill (Original + Two Copies) - Quality documents (as indicated below) - ED gate pass with a confirmation that the duplicate for transporter is sent with the goods. - Performance bank guarantee for 10% of PO value. Soft copy of Invoice and LR should be sent immediately after dispatch by e-mail. Hard copy should be sent subsequently at the earliest possible time. 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. - BHEL / BHEL authorised Third Party Inspection Agency Report - Works TC - Hydro Test Report (as applicable) - NDE reports (as applicable) - Dimensional report - Mechanical, Chemical Analysis and other Lab test reports - Confirmation report to BHEL Specification. - Basic raw material (Mill) TC - Other documents as per TDC / approved QP/IS 3589/other Specifications. All the above documents are to be submitted in soft copy apart from the hard copy, as above.	
	For Foreign Bidders: 1) 100% through CAD (or) 2) 100 % LC at sight. It may be noted that loading for LC charges will be made @ 1.5% of quoted rates. Kindly choose one of the above given two options	
18	This is to bring in your attention that information regarding 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors' is now available on www.bhel.com on "supplier registration page". Bidders are requested to go through these guidelines.	
19	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.	

20	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 http://suppliers.bheltry.co.in/	
21	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)	
22	GENERAL: - 1. The PO copy with all details will be given to successful bidders in soft mode also. 2. Order will be placed on package-wise L1 basis ONLY 3. Acknowledgement for receipt of PO shall be sent within one week from the date of receipt. 4. BHEL reserves the right to cancel this tender without assigning any reasons what so ever. 5. Deviation taken after placement of order will not be accepted (Both technical & on delivery) 6. Suppliers to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of item and confirm compliance. 7. Lowest prices received against BHEL tenders does not mean order will be placed on that Supplier. BHEL reserves the right not to consider the same. 8. BHEL reserves the right to negotiate or re-float the tender opened if L1 price /or other details are not acceptable to them 9. BHEL reserves the right to order on more than one Bidder at the lowest acceptable price to BHEL. 10. 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. 11. 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. 12. In the event of newly approved vendor becoming the successful bidder, first lot of Pipes (Quantity as mentioned in the PO) shall be manufactured and coated. Inspection shall be done by BHEL. Balance PO quantity can be taken up for manufacture only after inspection and clearance of the first lot by BHEL. BHEL reserves the right to cancel the order if the trial quantity is not meeting our requirement.	

Note: Please confirm your acceptance/other wise to all the points indicated above positively and submit this format duly filled, signed & stamped along with the technical bid.

BIDDERS SIGNATURE & SEAL