

TENDER DOCUMENTS TERMS & CONDITIONS - PROCUREMENT OF
ASME SA 672 /ASTM A672 PIPES
INDIGENOUS / FOREIGN

SL. NOs.	BHEL REQUIREMENT						AGREE/ DISAGREE																																						
1	SCOPE OF SUPPLY Manufacture and supply of below mentioned quantity of ASME SA 672 /ASTM A672 Pipes of material spec SA672GRB70CL22 with coating for various Projects and to be delivered at Ward 9 BHEL Trichy stores.																																												
2	LIST OF ITEMS <table><tr><th>Sl No</th><th>Material Code</th><th>Pipe Desc.</th><th>Qty in metres</th><th>Project</th><th>Weight in MT</th><th>Matl Spec</th></tr><tr><td>1</td><td>159385160000</td><td>PIPE DIA 508X 10.0</td><td>48</td><td>TATA KALINGANAGAR</td><td>5.894</td><td rowspan="5">SA672GR B70CL22</td></tr><tr><td>2</td><td>159385180000</td><td>PIPE DIA 610.0 X 10.0</td><td>6</td><td>HPCL VIZAG</td><td>0.888</td></tr><tr><td>3</td><td>159385210000</td><td>PIPE DIA 711.0 X 10.0</td><td>90</td><td>HPCL VIZAG</td><td>15.561</td></tr><tr><td>4</td><td>159385210000</td><td>PIPE DIA 711.0 X 10.0</td><td>12</td><td>TATA KALINGANAGAR</td><td>2.074</td></tr><tr><td>5</td><td>159385230000</td><td>PIPE DIA 914.0 X 10.0</td><td>60</td><td>HPCL VIZAG</td><td>13.374</td></tr></table> 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. ▪ Specific length of supply of these pipes shall be 6 meters.						Sl No	Material Code	Pipe Desc.	Qty in metres	Project	Weight in MT	Matl Spec	1	159385160000	PIPE DIA 508X 10.0	48	TATA KALINGANAGAR	5.894	SA672GR B70CL22	2	159385180000	PIPE DIA 610.0 X 10.0	6	HPCL VIZAG	0.888	3	159385210000	PIPE DIA 711.0 X 10.0	90	HPCL VIZAG	15.561	4	159385210000	PIPE DIA 711.0 X 10.0	12	TATA KALINGANAGAR	2.074	5	159385230000	PIPE DIA 914.0 X 10.0	60	HPCL VIZAG	13.374	
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3	<u>TECHNICAL REQUIREMENTS</u> <u>A) PIPE REQUIREMENT</u> Raw material Plates shall meet the IBR requirements. Pipe shall confirm to ASME SA 672 / ASTM A672 CL 22 specification meeting the requirements as per our Technical Delivery Condition TDC: TDG:08 Rev 03 . 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 AT ANY POINT OF TIME. Bidders shall clearly indicate their acceptance to the TDC and other requirements. The bidder shall clearly mention the manufacturing process that will be adopted. Also any third party (viz TUV, BV, Lloyds etc.) Approved WPS (Welding Procedure Specification) shall be enclosed. <u>B) COATING REQUIREMENT</u> 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 SA 672 / 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.	QP to be enclosed
5	INSPECTION Indigenous bidders Inspection shall be done by BHEL/ BHEL approved third Party inspection agency/ Customer if any/ IBR / IBR authorized 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 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.	
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.	
7	<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:08 Rev 03 3. Copy of Unpriced bid (without price) clearly <u>indicating quoted/not quoted</u> against each package. The above documents form part of this tender document and bidder shall ensure that they have received all these along with tender and confirm.	
8	PART II <u>PRICE PART:</u> <u>INDIGENOUS BIDDERS</u> The unit price shall be quoted on FOR Ward 9 BHEL Trichy stores basis (BASE PRICE and other components strictly as per price bid template attached) The price shall include all testing, inspection, packing & Forwarding charges. <u>PLEASE DO NOT QUOTE ON EX-WORKS BASIS.</u> 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 9 BHEL Trichy stores.	

	<u>FOREIGN BIDDERS</u> The unit price shall be quoted on CFR Chennai port basis. Tender shall be evaluated for price competitiveness on FOR Ward 9 BHEL Trichy stores (total cost to BHEL) basis, considering quotation on CFR Chennai. Currency to be mentioned. Country of origin to be indicated. <u>The price shall include all testing, inspection, packing & Forwarding charges. PLEASE DO NOT QUOTE ON EX-WORKS BASIS.</u> 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 9 BHEL Trichy 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, before opening of price bid.	
10	Tender shall be processed by E-Procurement Mode. For E – procurement, please click this link to take you to the procurement site - https://bhel.abcpurchase.com/bhel, you will be required to log in with user code and password allotted to you. (contact abcpurchase) Mr. Ankur Bhatt +91-(79)-40270590 ankur.bhatt@eptl.in Mr. Devang Patel +91-(79)-40270576 devang@eptl.in	
11	EVALUATION OF BIDS L-1 shall be arrived 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.	

12	TERMS OF DELIVERY: - 1) Indigenous Bidders FOR Ward 9 BHEL Trichy stores basis: - Dispatch of items shall be made to Ward 9 BHEL Trichy stores based on Delivery instructions by BHEL-Piping Centre	
	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	DELIVERY SCHEDULE: - 4 months from LOI / PO date Supplies are to be completed within 4 months from LOI/PO date. As delivery will affect our project requirements, kindly quote for the above delivery period only. Bidder has to strictly confirm to the delivery terms. Bids not complying with the delivery period are liable for rejection.	
14	LD CLAUSE: - If the bidder fails to deliver the item within the period specified in the contract the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the price for each week of delay up to a maximum of 10% of the price of delayed/undelivered portion. For the purpose of LD, the delivery date will be reckoned as follows: 1. For foreign/Imported Bidders: CFR basis: Date of Bill of Lading will be taken as delivery date. 2. For Indigenous sources: GR date will be taken as the delivery date.	
15	LD Calculation & Loading: LD will be calculated for the number of days delayed from the PO delivery date. % LD per day and LD value calculation is indicated below- • No of days delayed = LR date - PO delivery date • % LD per day = (No of days delayed) * (0.5 / 7) * contractual LD agreed [% LD will be rounded to nearest two decimals] • LD value = % LD calculated above * Value of the delayed supply IF DEVIATING WITH RESPECT TO BHEL'S STANDARD LD CLAUSE, LOADING WILL BE APPLICABLE TO THE EXTENT TO WHICH THE BIDDER HAS NOT AGREED (FOR EG. IF BIDDER AGREES FOR MAXIMUM LD OF 6%, THEN THE REMAINING PORTION IE. 4% SHALL BE LOADED ON THE QUOTED RATE DURING PRICE EVALUATING OF THE OFFER).	
16	VALIDITY OF THE OFFER: - The quotation shall be valid at least for a period of 90 days from the date of technical bid opening / 60 days from the date of reverse auction. Offer with lesser validity may not be considered.	
17	GUARANTEE: Bidders shall guarantee the supplies for a period of 24 months from the date of dispatch of materials or 18 months from the date of their commissioning whichever is earlier. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order is placed on you. 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.	

18	CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE : By Submitting the bid, Bidder explicitly accepts to BHEL's requirement, as per Standard Risk and Cost clause document Enclosed.	
19	TERMS OF PAYMENT: No advance payment shall be made by BHEL. For indigenous Bidders: 100% payment after 60 days after receipt of materials 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. a) Commercial Invoice in triplicate b) Delivery Challan in triplicate whichever is applicable c) Guarantee certificate. d) Lorry Way Bill (Original + Two copies) e) Quality documents (as indicated below) Soft copy of Invoice and LR should be sent immediately after dispatch by e-mail to Purchase. Hard copy should be sent subsequently within two weeks.	
	For Foreign Bidders: 1) 100% through CAD after 60 days from the date of receipt of documents at BHEL bank. Respective bank charges to respective account. (or) 2) 100 % Usance LC with 60 days credit, the loading will be considered @ 1.5% on the offered Value. Due date for payment will be considered from the date of receipt and acceptance of documents at BHEL bank. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. Payment shall be made against presentation of following documents. a) Commercial Invoice b) Packing List c) Country of Origin d) Bill of Lading e) Quality documents (as per approved QP/PO) f) Site Ack. Lorry Way Bill However payment shall be made only after receipt of site acknowledgement LRs. LC will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 120 days and for any extension, applicable charges will be to supplier's account. Kindly choose one of the above given two options (1) or (2)	
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) IBR form III A 9) Other documents as per TDC / approved QP/ ASME SA 672 / ASTM A672 . 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 • For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. • In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Document certifying local content and penal action in case of wrong declaration by suppliers. • The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification on their letter head certified by the authorized signatory of the bidder that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. • In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. • False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. • A supplier who has been debarred by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted. • The onus of submission of appropriately certified documents lies with the bidder and	

	BHEL shall not have any liability to verify the contents and will not be responsible for the same. However, in case BHEL has any reason to doubt the authenticity of the Local Content, BHEL reserves the right to obtain the complete back up calculations before award of contract failing which the bid shall be rejected. Declaration to be submitted as per the attached format.	
22	PURCHASE PREFERENCE FOR MSE SUPPLIERS. ○ Purchase preference for local MSE's quoting in the tender has been increased from 20% to 25%. ○ Within the 25% reservation for local MSE's, 3% reservation will be applicable for women owned MSE's and 6.25% reservation will be applicable for MSE's owned by SC / ST. ○ If the quantity is not-divisible, L1 rate shall be counter offered to eligible MSE supplier who fall within price band of L1 + 15%. On acceptance, entire quantity shall be ordered on MSE supplier. Document to be submitted as proof of MSE. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested / notarized copies (by a Gazetted officer) of anyone of the following documents along with copy of UAM certificate- • Valid EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II). • Valid NSIC certificate. • Copy of CA certificate (in BHEL's standard format) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of Two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders.	
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/pdf/BHEL%20Fraud%20Prevention%20Policy.pdf 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 http://suppliers.bheltry.co.in/	
26	One agent cannot represent two or more bidders 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 bidders. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)	
27	GENERAL: - 1. The PO copy with all details will be given to successful bidders in soft mode also. 2. Acknowledgement for receipt of PO shall be sent within one week from the date of receipt. 3. BHEL reserves the right to cancel this tender without assigning any reasons what so ever. 4. Deviation taken after placement of order will not be accepted (Both technical & on delivery) 5. Bidders to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of item and confirm compliance. 6. Lowest prices received against BHEL tenders does not mean order will be placed on that Bidder. BHEL reserves the right not to consider the same. 7. BHEL reserves the right to negotiate or re-float the tender opened if L1 price /or any other details are not acceptable to them 8. BHEL reserves the right to order on more than one Bidder at the lowest acceptable price to BHEL. 9. 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. 10. 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. 11. In the event of newly approved vendor becoming the successful bidder of this tender, 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.

BIDDER'S SIGNATURE
DATE