

TERMS & CONDITIONS
FABRICATION AND SUPPLY OF PIPES, PLATE FORMED PIPES, COMPONENTS
(REDUCERS, TEES, MITRE BENDS, FLANGES, STUBS, FASTENERS etc.)
FOR IOCL-HALDIA PROJECT

SL. NOs.	BHEL REQUIREMENT				AGREE/ DISAGREE/ Fill up appropriate option in all
1	SCOPE OF SUPPLY Manufacture and supply of below mentioned quantity of PIPES, PLATE FORMED PIPES, COMPONENTS (REDUCERS, TEES, MITRE BENDS, FLANGES, STUBS, FASTENERS, DUCTS ETC.) meeting BHEL drawing & technical requirements for IOCL-HALDIA PROJECT and to be delivered at IOCL-HALDIA PROJECT site.				
2	LIST OF ITEMS – AS PER BOQ – (Total wt. - 213 MTs ±20%) – Item wise weight in the package can also be varied by ±20%.				
	ITEM NO	MATERIAL DESCRIPTION	MATERIAL SPECIFICATION	QUAN TITY (MTs)	PAC KAGE
	1.1	PIPES WITH OR WITHOUT ATTACHMENTS, REDUCERS	CARBON STEEL AS PER BOQ & DRAWINGS	128	1
	1.2	MITRE BENDS, TEES, ELBOWS		28	
	1.3	SQUARE DUCT		3	
	1.4	CAP, NIPPLE, H. COUPLINGS, PLUG, FLANGES (WN,SO, BLIND,SQ.) , PLUG, MIXER PLATES, BOLT.STUD WITH 2 NUTS		4	
	PACKAGE 1 TOTAL			163	
	2.1	PIPES WITH OR WITHOUT ATTACHMENTS, REDUCERS	ALLOY STEEL AS PER BOQ & DRAWINGS	18	2
	2.2	MITRE BENDS, TEES, ELBOWS		12	
	2.3	CAP, NIPPLE, H. COUPLINGS, PLUG, FLANGES (WN,SO, BLIND,SQ.) , PLUG, MIXER PLATES, BOLT.STUD WITH 2 NUTS		3	
	PACKAGE 2 TOTAL			33	
	3.1	PIPES WITH OR WITHOUT ATTACHMENTS, REDUCERS	STAINLESS STEEL AS PER BOQ & DRAWINGS	8	3
	3.2	MITRE BENDS, TEES		3	
	3.3	2 ND PROCESS GAS COOLER OUTLET DUCT		5	
	3.4	CAP, NIPPLE, H. COUPLINGS, PLUG, FLANGES (WN,SO, BLIND,SQ.) , PLUG, MIXER PLATES, BOLT.STUD WITH 2 NUTS		1	
	PACKAGE 3 TOTAL			17	

3.0	<u>TECHNICAL REQUIREMENTS</u> A All the components shall be manufactured as per Drawings and notes for fabrication. B Items shall be supplied as per Drawings enclosed with the tender. C Edge preparation shall be as per ASME B16.25- Drawings enclosed. D Spider Arrangement shall be provided at both ends of the DUs as per Drg. No. 4-80-999-93078 & notes for fabrication. <i>Spider arrangement weight will not be included in PO weight.</i> E The Length of each Pipe shall be maintained as per GMS, Drawings & notes for fabrication. F Quality plan 7419: QPC: 01 rev no.:01 dt. 06.03.2019 shall be followed for fabrication and painting requirements. G Typical WPS/PQR [Material Specification wise for quoted specification(s)] to be submitted with tender for BHEL review and approval. H Bidder shall submit detailed process flow chart from raw material stage including manufacturing of items, Edge Preparation, painting, testing, Spider arrangement& dispatch I Bidder shall indicate whether they are out sourcing any of the activity other than rolling and welding. If so, details shall be furnished. J Technical Deviation if any shall be clearly indicated in a separate sheet. UNDISCLOSED DEVIATIONS ARE NOT ACCEPTABLE. K MATERIAL SHALL BE PROCURED FROM APPROVED SUPPLIERS AS PER ENCLOSED LIST (Item wise).	
4	<u>External painting is applicable as mentioned :</u> SSPC – SP3 / Power Tool cleaning Red Oxide Zinc Phosphate – 1 coat x 30 Microns – Total DFT- Min. 30 microns	
5	QUALITY PLAN Vendor Shall follow the attached Quality plan QP No. : 7419: QPC: 01 rev no.:01 dt. 06.03.2019 After placement of Purchase order vendor shall submit WPS/PQR for BHEL review/approval immediately. EIL WELDING SPECIFICATION CHARTS Shall be followed for selection of electrodes and welding process. <i>Acceptance to submit WPS & PQR as per EIL welding specification on receipt of Purchase order.</i> <i>Actual Production shall commence after approval of WPS & PQR by BHEL.</i>	

6	INSPECTION Inspection shall be done by BHEL/ BHEL approved third Party inspection agency & EIL/EIL approved TPI. 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 7 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. Inspection charges shall be included in the quoted unit prices.	
7	TESTING AND TEST CERTIFICATES NDE TESTING shall be as per QP No.: 7419: QPC: 01 rev no.:01 dt. 06.03.2019 <u>Marking & Identification:-</u> Items shall be marked & identified with details as indicated in QP No. : 7419: QPC: 01 rev no.:01 dt. 06.03.2019 Test certificates & IR as called for in the approved QP shall be sent to OS / Piping Centre BHEL Chennai immediately after the shipment / dispatch of items. Inspection documents shall be furnished for each batch of dispatch / consignment. Soft copy in CD format of the all the test certificates, history cards, inspection reports etc. shall also be submitted.	
8	<u>Two-part bid :</u> Part-I PQR & 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 'Terms and Conditions' format which contains Commercial & Technical requirements along with, Painting scheme, Edge preparation and Spider Arrangement Drawings and all supporting documents. 3. Copy of Unpriced bid (without price) clearly <u>indicating quoted/not quoted</u> against each line item.	
9	PART II <u>PRICE PART :</u> Bidders to note that evaluation of the bid and ordering will be on full package basis for each Package 1, 2 & 3. Bidders to quote a total price in Rs. For each package 1, 2 & 3. Bidders quoting for part items in Package(s) will not be considered. The price shall be quoted on FOR IOCL-HALDIA PROJECT site basis (LOCATION-HALDIA-WEST BENGAL) (PRICE shall be strictly as per price template attached) The price shall include Cost of Raw Material, fabrication, and cost of all testing, inspection, packing, painting and freight charges.	

9	Quantity mentioned against each item may vary. In such case, bidder shall be informed about the variation in quantity and subsequently bidder shall be asked to submit price impact if any in % of quoted price before opening of price bid.	
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 , you will be required to log in with user code and password allotted to you. (contact abcpurchase @ https://bhel.abcpurchase.com/EPROC/contactus)	
11	EVALUATION OF BIDS Price Bids of only the PQR and Techno-commercially qualified bidders will only be opened. L1 and H1 bidder shall be arrived package wise based on the total cash outflow rate of each package to BHEL. Item wise breakup (Net Cash outflow rate in Rs./MT) shall be provided by the L1 bidder(s) of reverse auction/price bid opening/negotiation against each package 1, 2 & 3. BHEL reserves the right to finalize the prices through Reverse Auction or sealed envelope bid opening and the same shall be intimated to Bidders after technical scrutiny of the offers. Information on Reverse Auction enclosed. In case of RA, Ranking of bidders shall be reckoned based on the final rates quoted by individual bidders at the end of Reverse Auction which includes both online sealed bid and dynamic bidding. Elimination of H1 will happen after Online sealed bid of RA.	
12	ORDERING ON BIDDERS: - 100% ordering shall be done on Package wise L1 bidder(s) of the package 1, 2 & 3 with the break up prices (Rate/MT) provided by L1 bidder(s). MSE and Make in India preference shall be operated for ordering. Item wise rates of the package (as per break up by L1 bidder) shall be counter offered if required (in case of MSE or Make in India preference ordering)	
12	TERMS OF DELIVERY: - FOR IOCL-HALDIA PROJECT Site basis: - Dispatch of items shall be made to IOCL-HALDIA PROJECT based on Delivery instructions by BHEL-PC.	
13	DELIVERY SCHEDULE: - 4 months from PO date (Progressively from PO date) Supplies are to be completed within 4 months from 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 of 4 months are liable for rejection.	

14	LD CLAUSE: - If the bidder fails to deliver the item within the period specified in the contract BHEL 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 total PO Value. For the purpose of LD, the delivery date will be reckoned as follows: LR date will be taken as the delivery date.	
15	VALIDITY OF THE OFFER: The quotation shall be valid for a period of 90 days from the date of final reverse auction/ Price Bid opening. Offer with lesser validity will not be considered.	
16	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. Material shall be guaranteed against manufacturing defects or faulty workmanship for a period of 24 months from the date of receipt of all the PO items at project site. Any defect noticed during this period shall be repaired/replaced free of cost, to the satisfaction of BHEL and the End User. Deviation in this regard shall not be accepted. PERFORMANCE BANK GUARANTEE Bank Guarantee for 2% of the PO value shall be submitted valid up to the end of guarantee period. (Mandatory clause for acceptance of bid. Else bid is liable for rejection)	
17	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 herewith.	
18	TERMS OF PAYMENT: No advance payment shall be made by BHEL. 90% payment after 60 days on receipt of materials at site against each invoice(s) and site acknowledged LR and Balance 10% on full PO completion. Performance bank guarantee @ 2% of PO value valid until guarantee period shall be available with BHEL before payment. Payment shall be made against presentation of following documents to our Finance Department. However, a copy of Invoice and LR shall be sent to Outsourcing department immediately after the dispatch is affected. - Tax Invoice in triplicate - Delivery Challan in triplicate whichever is applicable - Site Ack. Lorry Way Bill (Original + Two Copies) - Quality documents (as per approved QP/PO)-IN CD (soft format) - Performance bank guarantee for 2% of PO value. Soft copy of Invoice and LR should be sent immediately after dispatch by e-mail to OS Or shall be uploaded in Vendor information system of BHEL. Hard copy should be sent subsequently within two weeks. Payment shall be processed only after receipt of site acknowledgement.	

19	NO DEVIATION ON COMMERCIAL TERMS:- ANY DEVIATION ON COMMERCIAL TERMS IS NOT ACCEPTABLE. OFFER WITH COMMERCIAL DEVIATIONS IS LIABLE FOR REJECTION.	
20	QUALITY DOCUMENTS One original + two copies of Quality Documents, as called for in the quality plan/Purchase order shall be sent to Purchase / Piping Centre BHEL Chennai immediately after the shipment / dispatch of Items. All the quality documents are to be submitted in soft copy (in CD format) apart from the hard copy.	
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.	
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. 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. Payment for MSE indigenous vendors will be as per MSMED Act, 2006.	
23	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.	
24	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	
25	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)	

26	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. 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. vii. BHEL reserves the right to negotiate or re-float the tender opened if L1 price /or other details are not acceptable to them viii. BHEL reserves the right to order on more than one Bidder at the lowest acceptable price to BHEL. ix. 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. x. Bids not accepting to above conditions will be liable for rejection. xi. 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. xii. 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 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.	
----	---	--

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.