

**Instructions to bidders and Special Terms and conditions for Rate Contract (RC) / framework agreement (FA) for purchase of MICA Tape Covered Copper Winding Wire (MTCW) on finished basis under enquiry No. E-7033022**

The supplies against this framework agreement enquiry shall be subjected to our general terms and conditions of the enquiry / P.O. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general terms & conditions and the conditions included in this annexure, the latter shall prevail.

- General:-** Material will be supplied on finished basis where no material will be issued FREE from BHEL against this RC/PO. Suppliers shall quote only Fabrication Rate (In Rs /kg) on FOR destination basis on e-procurement portal (Inclusive of tooling, workmanship cost, Copper packing - forwarding and Miscellaneous other factors & charges, if any, etc.). MICA Tape Covered Copper Winding Wire (MTCW) to be supplied in accordance with the size, technical requirements as per individual purchase order (PO) placed under the Framework agreement. Procurement will be carried out progressively as per BHEL's requirement under the framework agreement valid for **one years** after its finalization with an option to short close it within the validity of the rate contract, if required further RC can be extended for one more year with mutual consent.
- FA Quantity & Technical Parameters:** - Our total estimated requirement is as follows which shall be purchased progressively as per our requirement under the framework agreement.

(All sizes in mm)

Item no.	Item description	Consignee	Specification	Quantity in Kgs
1	Mica Tape Covered Copper Winding Wire to IN.SK.46044 Rev03(H1 Covering) Cross Section 4 to 40 Sq. mm (Bare)	HEP Bhopal	IN.SK.46044 Rev03(H1 Covering)	47000 ± 30%
2	Mica Tape Covered Copper Winding Wire to BP28189 Rev13/IN.SK.46044 Rev03(H2 Covering) Cross Section 4 to 40 Sq. mm (Bare)	HEP Bhopal	BP28189 Rev13/IN.SK.46044 Rev03(H2 Covering)	171000 ± 30%

Quantity given is only an estimated requirement. Since the quantity requirement has been arrived on the basis of present and anticipated orders, any change in order situation like any project slow/hold, then BHEL has the right to reduce/drop quantity. However, if RC quantity exhausted during period of RC, then upto +30% of additional quantity can be ordered for both the items

Size of the copper shall be mentioned in individual purchase order. Test Certificates of copper and tapes used for manufacturing specific PO item as per purchase specification must accompany each lot. Final inspection for acceptance shall be at BHEL, Bhopal. BHEL may also conduct process audit or surveillance checks at the vendor's works, if required.

Quality plan QA/MT/BOI/049 Rev 03 dtd 28.02.2024 and annexure to the quality plan i.e. IN.SK.46100 Rev 01 for Mica Taped Conductor to BHEL Spec BP28189 Rev13/IN.SK.46044 Rev03 should be strictly followed and the same has been enclosed along with the tender documents. Copper and tapes shall be procured from BHEL approved vendors only (Refer QA Plan). Compliance to IN.SK.46100 rev 01 as per Annexure b is mandatory.

Checklist for inspection of Mica Taped Conductor by TPIA/Vendor with reference no. QFD/CIM/BOI/18-19/01 rev 01 dated 28.02.2024 has also been enclosed in QAP. List of BHEL approved sources for various tapes and copper to be used in manufacturing insulated copper winding wire to specification BP28189 & IN.SK.46044 Rev03 is mentioned in QAP-QA/MT/BOI/049

rev 03 dtd 28.02.2024 as “Annexure A to checklist reference: QFD/CIM/BOI/18-19/01 Rev 01 dtd 28.02.2024.”

A roll of Mica Tape to BP25185 of every manufacturer shall be required to be submitted to BHEL for purpose of testing in every six months.

(Note: As per MOM between NTPC & BHEL dated 25-01-16, NTPC approved vendors are BHEL approved sub-vendors having permanent vendor registration code & VPR greater than 75% for the MTCW.)

3. **Procedure for Bid submission:** - Offer shall be submitted by the bidders in two parts; -

- Bid Part - I Technical cum Commercial bid as per Annexure I
- Bid Part - II Price bid as per BOQ in e-procurement portal

Both Part - I & Part - II of the offer to be uploaded on BHEL e-procurement site using Class III digital signature. Bidders to mandatorily put sign and seal on all the uploaded documents. The quotation should be uploaded on the site before due date / time.

Part-I of the bid shall contain complete details of the product offered, all techno commercial terms & conditions and acceptance to the following: -

- 3.1) Annexure –I “Instruction to bidders and special terms & conditions for rate contract (RC) / framework agreement (FA) for purchase of MICA Tape Covered Copper Winding Wire (MTCW) on finished basis under enquiry No. E-7033022
- 3.2) Purchase Specifications BP28189 Rev13/IN.SK.46044 Rev03
- 3.3) Annexure 1- Technical Terms & conditions
- 3.4) Applicable BHEL QAP-QA/MT/BOI/049 Rev 03 dated 28/02/2024 Annexure -a, Along with Annexure- A Checklist QFD/CIM/BOI/18-19/ Rev01 Dt. 28/02/24 for BHEL approved Sources, Annexure –b Annexure to Quality Plan IN.SK.46100 rev01 Dated 04/08/2023 Annexure –c Format for labelling
- 3.5) Checklist for inspection QFD/CIM/BOI/18-19/01 Rev-01 Dated 28/02/2024 of MICA Taped conductor by TPIA
- 3.6) Mandatory Technical PQR, along with Annexure-2 Organisation Chart, Qualification/Experience of Personnel Annexure-3 Availability of Machinery & plant(M&P) with the Firm Annexure 4 Availability of Testing facilities with the Firm.
- 3.7) BHEL Fraud & prevention Policy
- 3.8) Filled in Copy of Integrity Pact
- 3.9) Conciliation Clause
- 3.10) T&C of indigenous enquiry’ – General T&C(GTC) BP200102A
- 3.11) BHEL PO Terms and Conditions’ MM5527
- 3.12) Declaration on family firms or sister concern affiliates / subsidiary
- 3.13) Declaration on Conflict of interest
- 3.14) Techno-commercial Bid form for enquiry E7033022 (Annexure-II)

4. **Bid opening:** - The ‘Techno-commercial’ part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening on e-procurement portal. The Offer should be complete in all form. BHEL reserves the right to not consider incomplete offers. Bidders to ensure that requirement of documents w.r.t to PQR, QP, specification, T&C are clearly understood and submitted at the time of Bid submission to avoid any delays. The Price bid Part-II of such bidders alone shall be opened on a later date on e-procurement portal whose techno-commercial bids are found acceptable. The date of ‘Price bid -Part II’ opening shall be intimated to technically qualified bidders later.

**BHEL shall be resorting to Reverse Auction (RA)** (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders in line with latest RA guidelines. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not

participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

5. **Bid Evaluation:** The bids shall be evaluated on Item wise total delivered cost to BHEL on overall economy basis in Indian currency INR taking into account all duties/taxes/Cess etc as could be applicable. SBI TT selling rate and LME CSP of grade A Copper of the date at which the tender (Bid part I) is opened will be considered for tender evaluation. In case TT selling rate and LME CSP of grade A Copper of the date of tender opening is not available, the rate shall be taken of the previous working day.

Evaluation shall be done on Item wise basis.

Bidders may note that quoted rates shall be loaded, as per loading criteria decided by BHEL, for any deviation from the terms & conditions given in this enquiry, to arrive at landed BHEL rate.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

6. **Pricing Terms:-** Material will be supplied on finished basis where no material will be free issued by BHEL. Price to be quoted on FOR BHEL Bhopal basis for both the Item #1&2. The bidders shall quote only final fabrication rate in Rs/kg The quoted rates should be inclusive of tooling, workmanship cost, Copper packing - forwarding and Miscellaneous other factors & charges, if any)

**Copper Rate:** The successful bidder will be asked to book LME CSP of the grade A Copper prevailing on the 3rd LME working day from date of issue of LOI (excluding date of LOI). (FBIL + 10 paise) exchange rate prevailing on the 3rd LME working day from date of issue of LOI (excluding date of LOI) will be used for converting LME to INR. In case, (FBIL + 10 paise) exchange rate of 3rd LME working day is not available, same of the **previous** bank working day shall be considered. Premium shall be fixed at 190 USD / MT. Multiplication factor (M.F) equivalent to effective Customs duty on CC rods & is variable in nature as per change in duty structure. Presently it is 1.055.

**Fabrication Rate:** Fabrication rate (including tooling, workmanship cost, Copper packing - forwarding and Miscellaneous other factors & charges, if any, etc) as quoted in price bid (on e-procurement portal) shall be firm during the validity of Rate Contract.

PO Rate Schedule		
A	LME CSP Rate (USD / MT) and exchange rate (Rs / USD)	LME CSP & Exchange rate (FBIL + 10 paise) shall be of 3rd LME working day from date of issue of LOI (excluding date of issue of LOI).
	Premium (USD / MT)	190 USD / MT (Fixed)
	Copper Rate	(LME CSP + Premium) x (FBIL+10paise exchange rate) x M.F./1000 (as per notional customs duty, presently it is 1.055)
B	Fabrication rate (Rs / kg)	In Rs. /kg (inclusive of all possible extras to be quoted on e-procurement portal. This shall remain firm throughout the validity of contract.)
C	PO Rate	A + B

Note: Multiplication factor (M.F) shall be as per actual notional customs duty applicable at the time of dispatch. Presently it is 1.055

7. **FA Qty. Allocation:** - No of bidders required against each enquiry item shall be as mentioned below:

Item no.	No. of suppliers required by BHEL	Distribution ratio
1	2	L1:L2::65:35
2	3	L1:L2:L3::48:32:20

The above distribution of quantities in Item #1 & #2 shall be subjected to committed capacity to BHEL, acceptance to the counter offer etc., if any, offered by BHEL. In case number of qualified suppliers available for quantity distribution for Item#1 & #2 are equal to or less than the required bidders as mentioned above, then the distribution shall be done amongst (N-1) bidders where N is the number of qualified bidders available for quantity distribution of total quantity and distribution shall be as under:

Item	No of qualified vendors available for quantity distribution (N)	L1	L2	L3	Total
#1	2	100	NIL	NA	100
	3	65	35	NIL	100
#2	2	100	NIL	NA	100
	3	65	35	NIL	100
	4	48	32	20	100

If number of vendors available for distribution of total quantity in Item #1& #2 is less than the no. of vendors required by BHEL, then BHEL may either redistribute the quantity as mentioned above or reduce the requirement accordingly.

Counter Offer: L1 rate shall be counter offered to L2 for acceptance. On non-acceptance of the counter offered rates, the L1 rate shall be counter offered to L3, L4 and so on as per ranking.

8. **Supply condition:** - Supply of strips against individual PO should comply requirement as per Annexure 1 which is summarized as follows:

8.1) The material is to be supplied in good quality non-returnable wooden or returnable plastic bobbins. Each vendor shall be allotted a distinctive colour for plastic bobbins. The plastic bobbins shall be returnable and available empty plastic bobbins shall be collected by the vendor on every third working day on 'as is where is' basis else they may be scrapped by BHEL Bhopal. The empty wooden drums are non-returnable. The copper received in broken or damaged bobbin shall be rejected as it is.

8.2) Test Certificate of copper & tapes used for manufacturing specific PO item should be provided along with the consignment. TC's reference of raw material & tape should appear in main TC of specific PO item for traceability. The material is liable to be rejected in case of noncompliance of above condition.

8.3) The PO quantity shall be on weight basis. However, length supplied in each bobbin shall be as mentioned in PO. The net weight per drum may lie in the range of 30 to 75 kg each.

8.4) Length per drum is very important. It should not be less than as specified in PO for each drums, in any case.

8.5) Tag on each bobbins should be in the format attached (Annexure-c).

9. **Delivery Period:** - The desired delivery period against individual PO item shall be within 04 weeks to be reckoned from the date of Letter of Intent (LOI). Bidders shall commit suitable delivery period on FOR destination basis i.e. FOR BHEL Bhopal for Item #1 & #2 Delivery period will be counted upto

receipt of material at BHEL Bhopal/ i.e CN date. Bidders may note that delivery beyond committed schedule will attract penalty for delayed performance.

10. **Replacement of rejected Goods:** - Third party inspection will be done at vendor's works by customer / TPIA. Final inspection for acceptance of quality shall be at BHEL's Bhopal works after receipt of material and results shall be binding on the suppliers. Material to be dispatched only after approval of TPIA report by BHEL. BHEL may conduct quality audit at supplier works for ensuring implementation of quality system and quality plan QA/MT/BOI/049 Rev03 dated 28.02.2024 and Annexure a, b & Checklists. In case of rejection due to non-compliance to agreed specification and for the reasons attributable to the vendor, the materials shall be rejected. The rejected goods will have to be collected by supplier with 10 days on receipt of PMIR/rejection intimation. The rejection goods are lying in BHEL at risk and cost of vendor. BHEL reserve the right to dispose off if goods are not removed within reasonable time. The replacement by vendor will be free of cost on "F.O.R. BHEL works basis" including interalia cost elements such as total transportation, insurance, any other taxes / levies etc as applicable. Vendor to provide all possible help in lifting the rejected material and supplying replacement as per BHEL / government guidelines.

Advisory Note: Vendors are advised to ensure supply of material as per technical specifications, QAPs and other technical documents. Further, vendors are advised to strictly adhere to tolerance ranges of the specifications. Any deviation from technical parameters will result in rejection of material. However, bidder to note that under exigency/urgency conditions, BHEL reserves the right to accept the material with minor deviations after penalizing the vendors as per BHEL quality / engineering recommendations (Quality deficiency Review Committee – QDRC) depending on the nature and gravity of quality issue.

11. **Terms of delivery:**

- a. Item #1 & #2- F.O.R. BHEL Bhopal on door delivery basis.

12. **Transit Insurance:** - Transit insurance shall be by supplier (FOR destination basis). All transit risk shall be covered under clause Inland Rail and Road – A (IRR – A).

13. **Payments Terms:** Payment shall be made within 90 days against receipt and acceptance of material without overdue interest OR within 45 days as per the MSMED act (only for vendors falling under Micro & Small category), whichever is applicable to the supplier. During bid evaluation, no loading of price with regard to preferential payment within 45 days will be done for the bidders covered under MSMED act (Micro & Small). Payment term other than the above standard payment terms may lead to rejection of your offer and if accepted, your quoted rates will be loaded at the rate of SBI Base rate + 6% for price comparison purposes on BHEL landed cost basis. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) **or** valid Udyam certificate.

It may be noted that payment in no. of days of all the bidders shall be further subject to MSME status of the supplier as per the prevailing Government guidelines at the time of payment.

14. **Taxes & Duties:** - The bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc )

BHEL will avail tax credit as per GST rules. Vendor to note that GST part of invoice shall be released only upon:

Vendor declaring such invoice in his GSTR – 1 and

Receipt of goods and tax invoice by the BHEL and

Confirmation of payment of GST thereon by vendor on GSTN portal

Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

Further, any GST liability arising on BHEL under RCM (Reverse Charge) before actual receipt of goods and / or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

Note:- With Reference to section 51 of CGST act 2017 read with notification no. 50/2018-central tax dated 13.09.2018 ; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @2% (1% CGST+1%SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Vendor to generate & submit invoices as per above.

As per GST rules GST-TDS @2% to be deducted on the item value w.e.f. invoice dtd 01.10.2018. GST-TDS as deducted from bill is deposited to tax authority and details of TDS deducted are updated in GSTR-2A in portal. Benefit to be availed on the basis of details available in GSTR-2A portal. BHEL will not issue any TDS certificate.

15. **Validity of Framework agreement:** - **One year** from the date of finalization of framework agreement (FA) by BHEL for ordering with additional time of three months for supplies. BHEL shall have an option to extend the rate contract for one more year with mutual consent. Further RC/FA may be short closed during the validity of the rate contract, if required.
16. **Validity of Offer:**- Offer should be valid for a period of 120 days from the date of technical bid opening date for finalization of the contract.
17. **Levy of Penalty for delayed performance:** - "Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value".
18. **Guarantee:** - MTCW on finished basis under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 12 months from the date of dispatch.
19. **Fraud Prevention Policy** : The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors / 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. **Integrity Pact (IP)** – Independent external monitor (IEM):-

IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

Sl.No	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1 @bhel.in
2	Shri Bishwamitra Pandey IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- A. The IP as enclosed with the tender is to be submitted (duly signed by the authorized signatory) along with techno- commercial bid (part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.
- B. Please refer Section 8 of IP for role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondences with the IEMs shall be done through e-mail only.

Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of the contact person:

Name	Suresh Singh Soy	Yogesh Edla
Deptt	CMM Copper	CMM Copper
Address	BHEL Bhopal	BHEL Bhopal
Phone No.	9406903668	9425604823
Email	<a href="mailto:sureshsoy@bhel.in">sureshsoy@bhel.in</a>	yedla@bhel.in

## 21. Quantity Tolerance

(a) Against RC quantity:  $\pm 30\%$  against Item #1 & #2.

(b) Against individual P.O. items:  $\pm 2\%$ . However, requirements such as the specified weight/length/No. of pieces and other dimensions shall be strictly adhered to. Any discrepancy wrt quantity mentioned in the Letter of Intent (LOI) must be brought to notice of BHEL before copper booking date as per LOI. Quantity supplied above the permissible limit of +2% may not be liable for payment and / or return to the vendor.

## 22. Breach of Contract, Remedies and Termination

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

23. Bidders to give acceptance to Conciliation clause.

## 24. Compliance to MAKE IN INDIA circular issued by Govt.:

“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 the local content

for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. “

25. In addition to above our General Terms and Conditions of indigenous enquiry BP200102A' and 'BHEL PO Terms and Conditions MM5527' for indigenous & foreign bidders shall also be applicable to this tender. Bidders may note that suitable loading will be done for arriving at the Landed cost to BHEL price for any deviation from these general Terms & Conditions.

26. The bidder will, when presenting his bid, declare whether other family firms or sister concern affiliates/subsidiary firms are participating in same tender, so as to eliminate the possibility of cartel formation.

**27. Pre-qualification Criteria (mandatory for further consideration of offers)**

Please note that offers of only those bidders who meet pre-qualification criteria (as attached) shall be considered. Bidders to submit all supporting documents in compliance with each requirement.

28. “The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.”

29. Bidder to declare on No conflict of interest with other bidders.

30. Bidders who are NOT registered with BHEL shall have to submit completely filled bidder registration form along with their bid part – I. Those who have been registered are requested to furnish their supplier codes for BHEL Bhopal. Bidder registration form can be downloaded from hyperlink: [https://bpl.bhel.com/mm/supplier\\_forms.html](https://bpl.bhel.com/mm/supplier_forms.html)

(Suresh Singh Soy)  
Sr. Manager (CMM-Copper)