

Terms & Conditions for supply of Enamelled & Nomex Paper Covered Copper Conductor under 2 years Rate Contract Enquiry No. E0699003 on finished basis.

1. **General :** Sealed tenders are invited in Two-Part Bid system for purchase of Enamelled & Nomex Paper Covered Copper Conductor (**Nomex PICC**) as per Specifications and terms & conditions mentioned in the Annexures -"I to VI" on finished basis. The supplies against this rate contract enquiry shall be subject to our General Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail.
The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: www.bhel.com. Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.
Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per requirement of BHEL against rate contract
2. **Procedure for Bid submission** :- Offer shall be submitted by the bidders in two parts;-

Part – I Technical cum Commercial bid (Un-priced)

- A- Part-I of the bid shall contain complete detail of the product offered, all techno-commercial terms & conditions and acceptance to the following:-
 - (i) Instruction to bidders containing Commercial Terms & Conditions applicable for tender enquiry of cable - **Annexure – I rev 02**
 - (ii) Techno – commercial format – **Annexure – II rev 01**
 - (iii) **PQR Format - Annexure III rev 01**
 - (iv) Un-Price format - **Annexure IV**
 - (v) Integrity Pact - **Annexure VI**. Page 1 to 5
 - (vi) General 'Terms and conditions rev 02 of enquiry (JHS 2055A) as available on "Supplier Information Portal".
- B- In case it becomes necessary to deviate in any of the above, the deviations must be clearly brought out in bid Part-I of the offer. Copy of un-priced bid part-II with status "**quoted (Q) & un - quoted (NQ)**" must accompany with bid part-I.

Part - II Price bid

Price bids (Annexure-V-A & V-B) shall be submitted in two separate envelopes with duly filled, signed & stamped by the authorized signatory of the vendor. Enquiry Number and their item number, Due Date & "Price bid" must be super scribed on that envelopes.

Both Part –I & Part –II of the offer shall be kept in sealed envelopes duly super scribed as Part - I '**Technical cum Commercial bid**' and Part - II '**Price bid of enquiry item 01** ' and '**Price bid of enquiry item 02**'.The enquiry number and due date shall also be super scribed on both the envelopes.

3. **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. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. The Price bid Part-II of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated later on. Before price bid opening / RA (reverse auction) all formalities for registration has to be completed by the bidders as per new supplier link at www.bhel.com.

Alternatively: "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder.

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This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)."

4. Pre Qualification Criteria

Offers of those Bidders who meet the Pre-qualification criteria mentioned below will be accepted. Any deviation from these shall render offer submitted by bidder as rejected :

SL	REQUIREMENT	Bidder
1	Bidders should be the Manufacturer of Enamelled & Nomex covered Copper Conductors. For this, Bidders to provide Copy of DIC Registration Certificate / Certificate of incorporation / Factory license / GST Registration / Memorandum of	☐ Yes ☐ Submitted
2	Annual average financial turnover of last three financial years ending on 31 st March 2019 should be of Rs. 12.6 crores minimum. As evidence of the above information, bidder to attach Profit & Loss Statement of last three financial years. In case the Balance Sheet of the last financial year is not yet audited, the un- audited balance sheet of the last financial year can be enclosed along with certificate of CA.	☐ Yes ☐ Submitted

3	EXPERIENCE:- a) Bidders should have experience of supplying Enamelled & Nomex covered Copper Conductors to manufacturers of 3 Phase Freight Loco transformers in the last three years. As per present records, BHEL, ABB, Crompton Greaves, Hind Rectifier, EMCO, High Volt have supplied 3 Phase Freight Loco transformers to Indian Railways. b) Bidders to provide minimum two orders but quantum of supply should not less than 50MT of Enamelled & Nomex covered Copper Conductors in the last three years, one month prior to date of issue of tender. As evidence of the above information, the bidder to attach the documentary proof as below : <table border="1" data-bbox="227 492 1152 683"> <thead> <tr> <th>Supplies made to</th> <th>Documentary Proof to be attached</th> </tr> </thead> <tbody> <tr> <td>BHEL, Unit(s)</td> <td>Purchase Order Copies to be submitted</td> </tr> <tr> <td>Other Customers</td> <td>Copy of Purchase Orders, Tax Invoices and test certificates of any one lot to be submitted.</td> </tr> </tbody> </table> c) Self-undertaking that goods supplied by us have been found satisfactory and "NO" quality problem was reported by the customer(s).	Supplies made to	Documentary Proof to be attached	BHEL, Unit(s)	Purchase Order Copies to be submitted	Other Customers	Copy of Purchase Orders, Tax Invoices and test certificates of any one lot to be submitted.	☐ Yes ☐ Submitted PI tick ☒ as applicable ☐ BHEL Units ☐ Other Customers ☐ Confirmed
	Supplies made to	Documentary Proof to be attached						
	BHEL, Unit(s)	Purchase Order Copies to be submitted						
Other Customers	Copy of Purchase Orders, Tax Invoices and test certificates of any one lot to be submitted.							
4	New vendors who are not registered with BHEL, Jhansi should submit duly filled "Supplier Registration Form (SRF)" along with the requested documents. The SRF is available on line on our website www.bhel.com.	☐ Document Submitted						

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.
- Criteria at Sl. No. 4 is desirable. Other are mandatory.
- Details as mentioned in **Annexure III** has been filled and supporting documents are submitted.

5. **Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) taking into account all duties / taxes / Cess as per prevailing structure on date of tender enquiry (bid part-I) opening and based on the LME CSP & SBI TT Selling rate prevailing on the date of tender opening (bid part-I).
- If LME CSP rate and SBI TT selling rate is not available on Part-I bid opening date due to holiday then LME CSP rate and SBI TT selling rate prior to Part-I bid opening date shall be considered.
- Evaluation of this tender shall be done considering with nomex paper quantity 0.045 Kg for per KG weight of Nomex enameled copper conductor for both the items .**

Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening.

Evaluation of items shall be done on item wise L1 basis.

6. **Technical Parameters and Tendered Quantity:-** Nomex PICC shall conform to the latest revision of the purchase specifications. BHEL QA plan and / or customer approved QA plan to be followed strictly. Tentative quantity break up is mentioned below;

Enquiry Item	MATERIAL DESCRIPTION	Qty (In Kg) Covered Weight	SPECIFICATIONS
1	Nomex PICC with enamel covering of grade- 1 as per sl.no.1 of attached Technical Annexure. Exact size will be given at the time of Purchase order	261000	AA28128 REV06 AA22901 REV 05 AA28144 REV 03
2	Nomex PICC with enamel covering of 0.065 (Radial) as per sl.no.2 of attached Technical Annexure. Exact size will be given at the time of Purchase order	1015200	AA28128 REV06 AA22901 REV 05 AA28144 REV 03

- Nomex paper of M/s Dupont usa / Dupont authorised agent should be used and TC should be provided with sufficient quantity and date of TC shall not be more than 3 years from individual PO date.
- Item wise above quantity is our estimate and vary in any ratio within the items but shall be limited to + or - 30% of total quantity awarded to vendor.
- The probable sizes are as under:
1.4 x 6.3 & 0.36 Nomex Radial
2.65 x 4.0 x 0.25 Nomex Radial

7. **Pricing Terms** :- Material will be supplied on finished basis as per pricing terms given below:-

- A) **LME CSP for Copper & Exchange rate for US \$**:- LME CSP & Exchange rate will be corresponding to 3rd LME working day from the date of letter of intent (LOI) / instruction for copper booking (excluding date of LOI). Exchange rate shall be FBIL rate + 0.05. In case of RBI holiday on the 3rd LME working day, then exchange rate of next working day shall be considered.
Exchange rate (rounding off upto two decimal places) available on FBIL website shall be considered.
- B) **Premium (USD / MT)**:- To be quoted by the bidders.
- C) **Multiplication factor (MF)**:- This will be equivalent to effective customs duty (net of ITC) on CC Rods at the time of copper booking and subject to change in case customs duty structure on CC rods changes. Present it is 1.055 maximum. **Change in MF (without change in customs duty) by indigenous CC rods producers will not be entertained.**
- D) **Copper Rate (Rs/Kg)**:- (LME + Premium) X Exchange rate X MF/1000.
- E) **Fabrication Rate (Rs/Kg)**:- Bidders to quote as per price format – Annexure – V(A) & V(B).
- F) **Nomex Paper rate (Rs/Kg)**:- Bidders to quote as per price format – Annexure – V(A) & V(B).
- G) **Rate due to Nomex Paper content (Rs/Kg) :**

(Covered weight – Bare Weight) X Rate of Nomex paper (as per clause 7. F)

Covered Weight

Covered weight and Bare weight shall be mentioned in technical annexure and that will be provided along with individual LOI / PO.

H) **PO Rate**:- D + E + G

Premium & fabrication rate and Nomex Paper rate shall be firm throughout the validity of the contract. The fabrication rate and Nomex Paper rate shall be inclusive of all tooling cost, enameling /insulation cost, packing, freight, insurance and forwarding charges etc. and no extra charges shall be payable on whatsoever account.

While quoting the rates, bidders must take into account the following factors in addition to whatever they deem fit:

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- No extra charges shall be paid for packing, forwarding, freight & insurance, radial insulation, fumigation, weight per drum and Cross section of conductor etc.
- Bidders shall quote their most competitive rates, which shall be valid regardless of the quantity that may be awarded to them and also regardless of whether Reverse Auction is conducted or not.

The packing material i.e. drums on which the Nomex PICC shall be supplied can be **re-usable** and will remain property of the supplier. Supplier shall time to time collect the same at their own cost so that work space at BHEL is not limited due to empty drums. Benefit of the saving on this account to be passed on, while quoting the rates. **The empty drum will be collected by the suppliers from BHEL works at their own cost.**

8. **PVC (Price variation Clause) Applicable:** Yes as per pricing term clause 7.

9. **Transit Insurance:** - By the bidder.

10. **Number of Suppliers:-** We need 3 suppliers for execution of this contract and the tentative distribution of quantities among L1, L2 & L3 would be in the ratio of **50:30:20**. Number of minimum suppliers required to execute this contract may change depending upon committed capacity and also acceptance to counter offer, if any, made by BHEL. Number of bidders for quantity distribution shall be (n-1), limited to 3 bidders where n is number of techno – commercially qualified bidders and shall be as shown below:

n	L1	L2	L3	Total
1	100	-	-	100
2	70	30	-	100
3	50	30	20	100

11. **Supply Tolerance :** +/- 2 %

12. **Inspection of material :-**

Final inspection for acceptance of quality and quantity shall be done at BHEL's works after receipt of material. Test Certificates as per Annexure, purchase specifications, QA plan etc. must accompany with each lot.

13. **Replacement of rejected Goods :-** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to non compliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interlay cost elements such as total transportation, insurance and other taxes / levies etc as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.

14. **Taxes & Duties:** - All taxes & duties as applicable at the time of dispatch within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit) .

15. **Payments Terms:** - 100% payment with in 90 days of receipt of material (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents.

Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.

In case LC payment terms for indigenous bidders are accepted by the competent authority, offers with interest free Usance period less than 120 days (45 days for MSEs vendors & subject to submission of Udyog Aadhar Memorandum) shall be liable for rejection

16. **Terms of delivery:-** On FOR Bhel Jhansi basis as per clause-6 of GTC rev 02 of enquiry.

17. **Validity of Offer** :- Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.
18. **Levy of Penalty for delayed performance**:- As per Clause no: 8 of GTC of enquiry rev 02..
19. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions rev 02 of enquiry' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions rev 02 of enquiry, if any, for this enquiry shall only prevail.
20. **Short Closure of RC**: BHEL reserves the right to short close the FA / RC at any point of time during validity of the contract.
21. **Validity of Rate Contract**:- The rate contract shall be valid for two years for ordering (i.e. for issue of purchase order/ issue of letter of intent (LOI)) and supply upto 3 months thereafter. The contract may be extended for further 3 months (or part thereof) on mutual consent.
22. **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.
A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below:

1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph:+918130386387 acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph:+918853760730 9818377360 vbsinghips@gmail.com

(b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs.

In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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 clarification / issues shall be addressed directly to the tender issuing (procurement) department

For all clarifications/ issues related to the tender, Please contact:

Name: (1) Naveen Mahaseth (2) A.K.Verma

Deptt : Material Management

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