

Terms & Conditions for supply of Copper Tube under 2 years Rate Contract Enquiry No. E0899005 on finished basis.

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1. **General** : Sealed tenders are invited in Two-Part Bid system for purchase of Copper Tube as per Specifications and terms & conditions mentioned in the Annexures -"I to XVIII" 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 the 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 01**.
- (ii) Techno – commercial format – **Annexure – II Rev 01**.
- (iii) **PQR Format - Annexure III**.
- (iv) Un-Price format - **Annexure IV to Annexure-X**.
- (v) Integrity Pact - **Annexure XVIII**. (Page 1 to 5)
- (vi) General Terms and conditions rev 02 of enquiry (JHS 2055A) for and BHEL PO Terms and Conditions 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.

Part - II Price bid

Price bids shall be submitted in separate envelopes as per **Price Bid- Annexure- XI to XVII** and required with duly filled, signed & stamped by the authorized signatory of the vendor. Enquiry Number, Due Date & Price bid of relevant item number must be super scribed on every envelopes.

NOTE: Part –I sealed envelope shall be duly super scribed as **Part - I 'Technical cum Commercial bid'** , Part –II, considering seven separate sealed envelopes shall be duly super scribed as **Price bid and their corresponding enquiry item number**. The enquiry number and due date shall also be super scribed on every 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.

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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.

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 Response
1	Bidders should be the "Original Manufacturer" of Copper Tube. For this, Bidders to provide Copy of DIC Registration Certificate / Certificate of incorporation / Factory license / GST Registration / Memorandum of Articles.	☐ Yes ☐ Submitted
2	Annual average financial turnover of last three financial years ending on 31 st March 2019 should be of Rs. 100.00 Lakhs 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 Copper Tube to Railways/PSUs/State owned Generation & Distribution Companies, reputed Transformer Manufacturers BHEL / ABB / Siemens / Alstom / Crompton Greaves / Bharat Bijlee / TELK / EMCO / T & R / Voltamp Trfr, Schneider Electric, Control & Switchgears Co Ltd in the last three years. b) The bidders have to provide minimum two orders but quantum of supply should not less than 18000 Kg of Copper Tube in the last three years, one month prior to date of issue of tender shall be considered for qualification. As evidence of the above information, the bidder to attach the documentary proof as below : <table border="1" data-bbox="305 548 1223 862"> <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 PSUs / Govt Undertakings</td> <td>Copy of Performance certificate/Tax Invoices, Purchase Order issued by Customer and test certificates of any one lot to be submitted.</td> </tr> <tr> <td>Private Sector</td> <td>Copy of Purchase Order, relevant Tax Invoice / TDS certificate 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 PSUs / Govt Undertakings	Copy of Performance certificate/Tax Invoices, Purchase Order issued by Customer and test certificates of any one lot to be submitted.	Private Sector	Copy of Purchase Order, relevant Tax Invoice / TDS certificate and test certificates of any one lot to be submitted.	23 ☐ Yes ☐ Submitted PI tick ✓ as applicable ☐ BHEL Units ☐ Other PSUs / Govt Undertakings ☐ Private Sector ☐ Confirmed
	Supplies made to	Documentary Proof to be attached								
	BHEL,Unit(s)	Purchase Order Copies to be submitted								
	Other PSUs / Govt Undertakings	Copy of Performance certificate/Tax Invoices, Purchase Order issued by Customer and test certificates of any one lot to be submitted.								
Private Sector	Copy of Purchase Order, relevant Tax Invoice / TDS certificate 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.

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 tender shall be done on item wise L1 basis.

6. **Technical Parameters and Tendered Quantity:-** Copper Tube shall conform to the latest revision of the purchase specifications. Tentative quantity break up is mentioned below;

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Enquiry Item	MATERIAL DESCRIPTION	Qty (in Kg)	
1	COPPER TUBE 20 TO 44 O/D IN 2500 MM LENGTH TO CPS BP12082 REV 06	15000	BP12082 Rev06
2	COPPER TUBE 60.33 O/D IN 6600 MM, 6900 MM OR 7200 MM LENGTH TO CPS BP12082 REV 06	70000	BP12082 Rev06
3	COPPER TUBE 6 O/D IN 4 TO 6 MTR LENGTH TO CPS AA12017 REV 02	1200	AA12017 Rev 02
4	COPPER TUBE 45 TO 63.33 O/D IN 2500 TO 6500 MM LENGTH TO CPS BP12082 REV 06	25000	BP12082 Rev06
5	CU TUBE WITH OD FROM 25 MM TO 40 MM WALL THICKNESS 1.651 MM AND LENGTH 6 MTRS LONG, CONFIRMING TO CLW SPEC NO. CLW/MS/3/030 ALT-12 OR LATEST ALTER-ATION, REVISION AND AMENDMENT.	3000	CLW/MS/3/030 ALT-12
6	CU TUBE WITH OD FROM 9 MM TO 13 MM WITH WALL THICKNESS 1.245 MM AND LENGTH 6 MTRS LONG, CONFIRMING TO CLW SPEC NO. CLW/MS/3/030 ALT-12 OR LATEST ALTERATION, REVISION AND AMENDMENT	2700	CLW/MS/3/030 ALT-12
7	COPPER TUBE WITH OUTER DIA 6.35 MM (1/4"), WALL THICKNESS 0.889 MM AND LENGTH 6 MTRS LONG, CONFIRMING TO CLW SPEC NO. CLW/MS/3/030 ALT-12 OR LATEST ALTERATION, REVISION AND AMENDMENT.	25	CLW/MS/3/030 ALT-12

➤ Above quantity may vary to +/- 30%.

7. **Pricing Terms** :- Material will be supplied on finished basis as per below PVC clause:-

Rates are based on HCL price of "Cathode Full" for the month of Jul-19 i.e Rs **434.64** per KG .Any change in price of "Cathode Full" at one month prior to the month of schedule delivery or actual delivery, whichever is lower shall be applicable in ratio 1:1. Wherever, early supply with respect to contractual delivery is required by BHEL (in writing), then rate of "Cathode Full" for the month prior to the month of supply shall be considered.

The quoted rate shall be inclusive of all tooling cost, packing, freight, insurance and forwarding charges etc. and no extra charges shall be payable on whatsoever account.

Bidders shall quote their most competitive rates, which shall be valid regardless of whether Reverse Auction is conducted or not.

8. **PVC (Price variation Clause) Applicable:** Yes as per 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

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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, purchase specifications, QA plan etc. must accompany 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.

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. **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.

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. 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, shall only prevail.

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:

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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

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(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

Address : PO khailar, BHEL Jhansi-284120

Phone : (Landline/ Mobile)

(1) 0510-241 2329/2460 (2) 8765956505 / 9425604688

Email: nkmahaseth@bhel.in, arunverma@bhel.in

Fax: 0510-2412120

Naveen

Prepared By
(Naveen Mahaseth)
Sr. PO (MM)

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Checked By
Arun Verma
Sr.DGM(MM)

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Techno – commercial format for procurement of Copper Tube against enquiry E0899005

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SL. NO.	DESCRIPTION	BIDDERS RESPONSE
1	Name of the supplier	
2	Name & designation of the contact person	
3	Address of the works at which inspection / delivery is offered.	
4	Complete acceptance to Technical Terms & conditions including Technical/Purchase Specs as mentioned in Enquiry as well as in Annex. – I.	☐ Accepted
5	Complete acceptance to all terms & conditions of tender enquiry as mentioned in Annex.-I and general terms and conditions rev 02 of enquiry (JHS 2055 A) and BHEL PO terms and conditions as available on Supplier Information Portal. https://www.bheljhs.co.in/apps/sip/index.php	☐ Accepted
6	Acceptance for finalization of Price bid part-II through on line bidding (Reverse Auction).	☐ Accepted
7	*Acceptance for the final inspection of material after receipt at BHEL works and results shall be binding on the supplier.	☐ Accepted
8	Quoted delivery in number of days for contractual purposes on FOR destination basis from date of PO.	 Days
9	Monthly committed capacity against this tender for BHEL on finished basis which shall not change during tenure of this contract.	 MT #1 MT #2 MT #3 MT #4 MT #5 MT #6 KG #7
10	Applicable GST (mention NA if not applicable)	
	A. IGST@	 %
	B. CGST @	 %
	C. SGST @	 %
11	*Acceptance to Pricing Terms as per sl.no: 7 of Annexure – I.	☐ Accepted
12	*Acceptance to bid evaluation criterion at sl.no.5 of Annexure – I	☐ Accepted
13	Acceptance to <u>Delivery Terms on F.O.R BHEL Jhansi as per clause 16 of Annexure-I</u>	☐ Accepted
14	Acceptance of penalty @ ½ % per week or part there of subject to max. of 10% for delay in supply beyond agreed delivery as per sl.no 18 of Annexure – I.	☐ Accepted
15	Acceptance to payment terms as per sl.no 15 of Annexure – I.	☐ AcceptedMSE ☐ Accepted90day
	100% payment with in 90 days of receipt (45 days for MSE registered suppliers as per relevant act n force), subject to acceptance of material at BHEL.	
15	*Acceptance to rejection replacement clause as per sl.no.13 of Annexure - I.	☐ Accepted
16	Validity of offer to be reckoned from the date of bid Part-I opening and it will be 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.	☐ Accepted
17	Un-Price Bid (Annexure – IV to X) submitted in un-priced condition with 'Q (Quoted)' OR 'NQ (Not Quoted)' status with bid part – I.	☐ Submitted
18	*Integrity Pact submitted in original duly signed	☐ Yes
19	Acceptance to short closure clause as per clause- 20 of Annexure – I.	☐ Accepted
20	*Acceptance to Warranty , Corresponding Repairs / Replacement of Goods, and Deductions as per clause 17(A) of GTC rev 02.	☐ Accepted
21	In case of any inconsistency between offers of supplier and the accepted terms and conditions in this sheet, the terms and conditions of this sheet shall prevail.	☐ Accepted

*In case of non-acceptance to these clauses, your bid may be liable for rejection.

Signature with name of the Authorized Signatory

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