

Instructions to bidders and Special Terms and conditions for rate contract (RC) / framework agreement (FA) for purchase of Rectangular Bare Copper Strips on finished basis under enquiry No. E-7003036

The supplies against this framework agreement enquiry shall be subjected to our general terms and conditions of the enquiry (GTC) / 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.

1. **General:** - Material will be supplied on finished basis where no material will be free issued from BHEL. Suppliers shall upload only **fabrication cost in Rs / kg** (inclusive of tooling, packing and forwarding etc) on FOR destination basis on e-procurement portal.
Bare Copper Strips 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 **12 months** after its finalization with an option to extend RC/short close it at any stage if required.
2. **FA Quantity & Technical Parameters :-**
 - a) Our total estimated requirement is as follows which shall be purchased progressively as per our requirement under the framework agreement. The quantity mentioned is nominal. Any change in requirement arising out of unforeseen reasons like customer approved vendor requirement at later stage, hold on projects etc. may reduce the nominal quantity.

Item	Item Description	Thickness (mm)	Width (mm)	Specification	Requirement in Kgs			
					Bhopal	Jhansi	Rudrapur	Total
1	Bare Copper Strips to be made from CC Rods , Area upto 150 Sqmm, W/T<14	1 to 5	upto 40	AA12001, AA12003, AA12005, AA12007, AA12008, AA12022, AA12023, AA12030, BP12083, BP12071, (with Annex-"A")	40,000	35,000	0	75,000
2	Bare Copper Strips to be made from CC Rods , Area upto 150 Sqmm, W/T<14	> 5 to 15	upto 40	AA12001, AA12003, AA12005, AA12007, AA12008, AA12022, AA12023, AA12030, BP12083, BP12071, (with Annex-"A")	30,000	53,511	0	83,511
3	Bare Copper Strips to be made from CC Rods , Area upto 150 Sqmm, W/T>14	1 to 5	upto 60	AA12001,AA12003, AA12005,AA12007, AA12008, AA12022, AA12023, AA12030, BP12083, BP12071, (with Annex-"A")	30,000	0	0	30,000
4	Round Bare Copper to be made from CC Rods , Area upto 150 Sqmm	6-10 dia round copper		TM10411 (with Annex-"A")	7,000	0	0	7,000
5	Bare Copper Strips to be made from Copper Cathode , Area above 150 Sqmm,	3 to 25	15 to 100	AA12001,AA12003, AA12005,AA12007, AA12008, AA12022, AA12023, AA12030, BP12083, BP12071, (with Annex-"A")	270000	0	10000	2,80,000
6	Bare Copper Strips to be made from Copper Cathode	0.5 to 12	Upto 300	AA12001,AA12003, AA12007, AA12008, AA12021 , AA12022 (with Annex-"A")	8000	0	10000	18,000
7	Copper strip Length 3.5 to 4.5 mtr	5 to 10	20-125	AA12003	0	40000	0	40,000

8	Copper strip Length 3.5 to 4.5 mtr	12 to 20	60-150	AA12026	0	40000	0	40,000
9	Copper round Length 3 to 4 mtr	6-50 outer diametr (o/d)		AA12023, AA12008	0	5000	0	5,000
10	Copper strip length 3.5 to 4.5 mtr	12	200	AA12026	0	15000	0	15,000
Total					385000	188511	20000	593511

Test Certificates as per annexure, 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 works, if required.

Quality plan to be followed for Bare Copper against requirement of BHEL Bhopal and Rudrapur is attached as QAP/Bare Copper/001 Rev01 dated 18.11.16 and should be submitted signed and sealed copy along with the quotation. In addition project specific customer approved vendor wherever applicable shall also be followed.

3) Supply condition:- All the strips are to be supplied in lengths or rolls of continuous lengths as specified in individual purchase orders. The length of each strip/net weight of each roll should be as per the description mentioned in Purchase Order.

4) The Marking and Packing of each roll should be done as follows:

- 4.1 The strips of item sl. no 1 will be required in either wooden/plastic bobbins, roll form or in strip form as mentioned in PO. Only plastic bobbins will be on returnable basis.
- 4.2 The strips should be wound tightly in roll form with inner diameter of 340 mm.
- 4.3 The roll should be suitably packed with polythene/ jute to avoid scratch marks and dust.
- 4.4 The rolls should be tied with rope (not bands) at four to six places to hold the layers tightly.
- 4.5 Each roll should be marked with following information on the innermost layer of the strips and on the outer side of packing: *Size of strips, Identification no. of each Roll/length/bobbin, Length in metres, Net weight of roll/length/bobbin, Supplier name, PO No. and PO item no.*
- 4.6 Each consignment should be supplied along with (1) Test Certificate of all tests as per Specification (2) Test certificate of Raw material. (3) Packing list for the Identification no. of each roll and its weight.
- 4.7 The length/weight per roll/length/bobbin is very important and it should be neither more nor less than specified value in any case. The length/weight per roll and net weight required shall be specified in the Purchase Order. Any rolls found not conforming to the net weight / length requirement as per Purchase Order, either during inspection at incoming stage or during coil winding, shall be liable for rejection. This shall be applicable for the offcuts too, which are generated due to roll length not conforming to the PO condition. Any rejection shall have to be replaced by the vendor free of cost.

5) Procedure for Bid submission :- Offer shall be submitted by the bidders in two parts -

Bid Part - I Technical cum Commercial bid

Bid Part - II Price bid

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, filled in copy of 'INTEGRITY PACT', duly signed by the authorized signatory of the bidder who signs the bid, acceptance to the specification, all techno commercial terms & conditions and acceptance to the following:-

- a) "Instruction to bidders and special terms & conditions for rate contract / framework agreement for purchase of Rectangular Bare Copper Strips on finished basis" – Annex – I "
- b) Purchase Specifications and QAP at clause 2 above.
- c) 'Terms and conditions of indigenous enquiry' – General Terms & Conditions (GTC) BP200102
- d) 'BHEL PO Terms and Conditions' MM5527

- 6) **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**. Clarifications if required on this part may be obtained from the bidders for their evaluation. 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) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. 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.

- 7) **Bid evaluation** :- The bids shall be evaluated on itemwise total delivered cost to BHEL on overall economy basis 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 SBI 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 bank** working day.

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 to BHEL

For a given item, supplier to quote for all the units of BHEL having the requirement of that item as mentioned in clause no.2 above else there offer may not be considered for that item.

NOTE : 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.

- 8) **Pricing Terms** :- Price to be quoted on FOR Destination basis for all enquiry items. The quoted rates should be inclusive of packing, forwarding, Freight and insurance,etc.

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 for Item 1,2 ,3, 4 & 9 and 70 USD / MT for item 5,6,7,8 and 10.

Fabrication Rate : Fabrication rate (including tooling, Copper packing - forwarding and other 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 the 3 rd LME working day from the date of issue of Letter of Intent (excluding date of LOI)
	Premium (USD / MT)	190 USD / MT (Fixed) for item 1,2,3,4 & 9 70 USD/MT (Fixed) for item 5,6,7,8 & 10
	Copper Rate	(LME CSP + Premium) x (FBIL + 10 paise) exchange rate x M.F – in Rs / MT
B	Fabrication rate (Rs / kg)	The fabrication rate inclusive of all possible extras to be quoted in price bid on e-procurement portal
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

- 9) **FA Qty. Allocation:-** Bidders to note that BHEL shall require 2 suppliers for item 1,2,3,4,6,7,8,9 & 10 and 3 suppliers for item 5 for uninterrupted supply against respective items. Quantity distribution of item 1,2,3,4,6,7,8,9&10 shall be in the ratio 65:30 among L1 and L2 respectively. Quantity

distribution of item 5 shall be in the ratio of 48:32:20 among L1, L2 and L3 respectively. This distribution of quantities shall be subjected to committed capacity to BHEL, acceptance to counter offer etc. if any, made by BHEL. In case number of qualified suppliers available for quantity distribution are equal to or less than the number of suppliers required, 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:

No. of qualified vendors available for quantity distribution	L1	L2	L3	Total
1	100	0	0	100
2	65	35	0	100
3	48	32	20	100

10) Delivery Period:- The material is required at BHEL (Bhopal, Jhansi and Rudrapur) within 3-4 weeks from the date of issue of LOI. Delivery period to be reckoned from the date of LOI (Letter of Intent) upto BHEL Bhopal/Jhansi/Rudrapur delivery date i.e CN date. Bidders shall commit suitable delivery period on FOR destination basis. Delivery period in the purchase order shall be as per accepted delivery period quoted by the vendor or required delivery period by BHEL, whichever is later. In case of hold on project after PO placement, the copper booking of corresponding size may be utilized for other available sizes as decided by BHEL. Bidders may note that delivery beyond committed schedule will attract penalty for delayed performance.

11) Terms of delivery:- FOR Destination for BHEL Bhopal, Jhansi and Rudrapur. For item 1, supplier to quote for both BHEL Bhopal and Jhansi else there offer may not be considered for item 1. For a given item, supplier to quote for all the units of BHEL having the requirement of that item as mentioned in clause no.2 above else there offer may not be considered for that item.

12) Transit Insurance:- By supplier. All transit risk shall be covered under clause Inland Rail and Road – A (IRR – A).

13) Monthly capacity: Bidders to quote monthly capacity (MT) exclusively committed to BHEL for this RC so as to fulfil requirement of BHEL on award of RC.

14) Quantity Tolerance :-

a) 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 return to the vendor.

b) Against RC Quantity: $\pm 30\%$.

15) Replacement of rejected Goods :- Final inspection for acceptance of quality shall be at BHEL's works Bhopal after receipt of material and results shall be binding on the suppliers. Pre-dispatch / source inspection may also be carried out by BHEL/TPIA. BHEL may conduct quality audit at supplier works for ensuring implementation of quality system and quality plan **QAP/Bare Copper/001 Rev01 dated 18.11.16**. 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 within 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 may 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.

16) 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 is 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.

17) Payments Terms :-

Payment shall be made within 90 days against receipt and acceptance of material without over due 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 NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year and Udyog Aadhar copy/Udhyam Registration copy, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the due date of tender. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Note : Please ensure declaration of UDHYAM Registration number by MSE bidders (indigenous bidders) on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.

18) Validity of Framework agreement:- 12 months from the date of finalization of framework agreement (FA) by BHEL for ordering with additional time of three months for supplies. **Further BHEL will have an option to short close the framework agreement within the validity of the FA/RC, if required by BHEL. BHEL may also extend the rate contract for further 12 months with mutual consent.**

19) 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.

20) Levy of Penalty for delayed performance:- Penalty @ 0.5% per week or part there of subject to maximum of 10% of the undelivered portion shall be applicable for delayed performance. Failure on the part of the bidder to accept this clause will attract the loading of maximum 10% on the quoted price for the purpose of evaluation. Date of receipt of material at BHEL works i.e Clearance Note date will be considered for levy of penalty. LD recovery, the applicable GST shall also be recoverable from vendors.

21) Guarantee:- Copper Wire 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.

22) 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.

23) Risk and Cost : In case of non-supply of quality material as per Purchase order within reasonable time as per BHEL policies / exigencies, BHEL may resort to taking alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services / differential / administrative cost, etc, if any, incurred by BHEL in this regard from the supplier as per extant BHEL norms.

24) Bidders to give acceptance to **Conciliation clause** as per annexure IV.

25) Integrity Pact — Independent external monitors (IEM)

- A. 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 Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	ybsinghips@gmail.com

- B. 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.
- C. 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	Ankit Singh	Yogesh Edla
Deptt	CMM Copper	CMM Copper
Address	BHEL Bhopal	BHEL Bhopal
Phone No.	7010519788	9425604823
Email	ankitsingh1@bhel.in	yedla@bhel.in

26) 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.“

27) In addition to above our General Terms and Conditions of enquiry (GTC) & PO 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.**

28) *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. Format for declaration is attached as annexure V.*

29) 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.

30) Pre qualification Criteria (mandatory for further consideration of offers)

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

31) Bidder registration : 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://www.bhelbpl.co.in/mm/supplier_forms.html

32) Tender fees : Tender fees @ Rs 1000 for bidders are to be submitted in the form of cheque payable in name of ‘M/s BHEL, Bhopal ‘ (tender fees for E7003036). Tender fee is not applicable for vendor under MSME act for micro & small category (Indigenous vendors). You can also make payment of tender fees using following link: <https://www.bhelbpl.co.in/qcins/iccs.htm>. For more details on submission of tender fees please see tender notice no. CMM/Copper/20-21/P/06 as enclosed alongwith the tender documents.

(Ankit Singh)
Dy. Manager / CMM-Copper