

Instruction to bidders and Terms & Conditions for Rate Contract of Supply of Copper Winding Wire – Glued Continuously Transposed Copper Wire (CTC) with TU paper under Enquiry E-7023027 on finished basis.

Tenders are invited in Two-Part Bid system (refer PQR at clause 2 for qualification against this tender) for Rate Contract of COPPER WINDING WIRE – GLUED CONTINUOUSLY TRANSPOSED COPPER WIRE (CTC) with TU Paper as per various specifications and terms & conditions mentioned in the annexures -“I” on **returnable drum basis** and finished basis through **e-procurement module**. The supplies against this 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. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this annexure, the latter shall prevail.

General: -The COPPER WINDING WIRE – GLUED CONTINUOUSLY TRANSPOSED COPPER WIRE (CTC) WITH TU Paper shall be supplied in accordance with the size, technical requirements etc. as per Annexure 240624135 Rev 00 under this rate contract. 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.

1. The quoted ‘fabrication rate’ shall be inclusive of all tooling cost, packing, forwarding charges etc and shall be strictly in accordance with the requirement of price formats and no extra charges shall be payable on whatsoever account.
2. **Pre qualification Requirement (mandatory for further consideration of offers)**
Please note that offers of only those bidders who meet pre-qualification requirement (PQR) shall be considered. Bidders to submit all supporting documents in compliance with each requirement. Pre-Qualification Requirement (PQR) is attached as annexure ‘III’
3. **Procedure for Bid submission** :- Offer shall be submitted by the bidders in two parts;-
 - Bid Part - I Technical cum Commercial bid – Annexure – I & II. Annexure II (Techno-commercial Bid Form) to be filled in e – procurement module using Class III digital signature.
 - Bid Part - II Price bid – Priced formats as per Price BOQ are to be filled in e-procurement module only using Class III digital signature.

Bidders to mandatorily put sign and seal on documents before uploading in e – procurement site. The bid – part – I & bid part - II should be uploaded on the site before due date / time.

Part-I of the bid shall contain complete details of the product offered, acceptance to the specification, all techno commercial terms & conditions and deviations (if any) as below:

- a) Deviations from this “Instruction to bidders and terms & conditions for purchase of Copper section” – Annexure – I and BOQ.
- b) Deviations from Purchase Specifications, QAP & drawing applicable for this tender enquiry.
- c) Deviations from BHEL Bhopal ‘General Terms and conditions of enquiry’.
- d) Deviations from BHEL Bhopal ‘BHEL PO Terms and Conditions’

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.

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. 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 for 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 weighted average basis for all the enquiry items on total delivered cost to BHEL on overall economy basis taking into account all duties/taxes/Cess etc as could be applicable in INR currency. That is same L1 shall be established for all the enquiry items on weighted average basis. 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** working day.

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 Bhopal rate and same shall be communicated to techno-commercially acceptable bidders before price bid opening / reverse auction.

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

6. **PVC (Price variation Clause):**

Copper rate shall be LME CSP based and shall be as derived from LME CSP & FBIL + 10 paise exchange rate of 3rd LME working day from the date of issue of LOI (excluding date of LOI). Wherever FBIL + 10 paise exchange rate for the 3rd LME working day is not available / declared by bank, FBIL + 10 paise exchange rate of previous bank working day shall be considered for ordering. Purchase Order shall be released on receipt of copper booking acknowledgement & calculation from the vendor.

Copper rate and hence PO rate calculation shall be as below at the time of actual ordering:

Rate Schedule		
A	LME CSP rate	LME CSP & (FBIL + 10 paise exchange rate) shall be of 3rd LME working day from date of issue of LOI (excluding date of LOI)
	Premium (USD / MT)	USD 190 / MT (Fixed)
	Copper Rate in Rs / MT (indigenous bidders)	{(LME CSP + Premium) x (FBIL + 10 paise exchange rate) x M.F. }/1000
B	Fabrication Rate (Per Kg)	in Rs. / kg – (inclusive of all possible extras to be quoted in e-procurement price bid form BOQ)
C	PO Rate (per MT or kg)	Sum of A + B

M.F = (as per notional customs duty, presently it is 1.055 on full duty - MERIT basis)

Premium @ USD 190 / MT and fabrication rate of enquiry items shall be firm throughout the rate contract. The fabrication rate shall be inclusive of all annealing, epoxy coating, proof stressing, Insulating paper, tooling cost, packing, 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:

- No extra charges shall be paid for annealing, epoxy coating, proof stressing, Insulating paper packing, forwarding, radial insulation, fumigation, weight per drum and Cross section of CTC / strands etc.

- Bidders shall quote their most competitive rates, which shall be valid regardless of the quantity that may be awarded to them.
 - The packing material i.e. drums on which the COPPER WINDING WIRE - CONTINUOUSLY TRANSPOSED COPPER WIRE (CTC) shall be supplied can be **re-usable** and will remain property of the supplier. 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 as per BHEL rules.**
7. **Technical Parameters and Tendered Quantity:-** The COPPER WINDING WIRE - CONTINUOUSLY TRANSPOSED COPPER WIRE (CTC) WITH TU Paper shall conform to the latest revision of the purchase & technical specifications TRE036, AA28129, AA28127, TRE 218, AA21111, AA12024, QA Plan Nos. QC/TCB/QAP/BO/55, PGCIL approved MQP no. CC/QA/SMQP/01 rev 00 and PGCIL approved vendor list. Detail of enquiry items is as below:

Item No.	Item description	Qty in Kgs for 1 set	Qty in Kgs for 17 sets pertaining to item 1 to 3 and 12 sets pertaining to item 4 to 6
1	21//1.40X7.40 Glued Continuously transposed Copper wire with LPD of 2813 m as per item 1 of annexure 240624135	11195.00	190315.00
2	27//1.45X6.8 Glued Continuously transposed Copper wire with LPD of 1897 m as per item 2 of annexure 240624135	9301.50	158125.00
3	27//1.45X6.8 Glued Continuously transposed Copper wire with LPD of 1664.5 m as per item 3 of annexure 240624135	8161.50	138745.50
4	19//1.55X7.55 Glued Continuously transposed Copper wire with LPD of 2878.5 m as per item 4 of annexure 240624135	11719.00	140628.00
5	25//1.50X7.25 Glued Continuously transposed Copper wire with LPD of 1830.5 m as per item 5 of annexure 240624135	9173.00	110076.00
6	25//1.50X7.25 Glued Continuously transposed Copper wire with LPD of 1726.5 m as per item 6 of annexure 240624135	8651.50	103818.00
Total			841707.50

The above estimated requirement may vary $\pm 2\%$ for each item & for total quantity. At the time of supply, test certificates as per annexure of the POs must accompany each lot. Final inspection in addition to inspection at vendor works by BHEL/TPIA/customer shall be at BHEL works at Bhopal.

Note :

(a) Vendor to compulsorily quote for all the items of the enquiry.

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 starting from 1% as per BHEL quality / engineering recommendations (Quality deficiency Review Committee – QDRC) depending on the nature and gravity of quality issue.

8. **Guarantee:-** CTC 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 or until testing of transformers using CTC supplied under this enquiry whichever occurs earlier. BHEL's / Customers approved QA plan is to be strictly adhered to wherever applicable. Relevant TCs with compliance to QA plan AND / OR customer's approved QA plan is to be furnished at the time of supplies.
9. **Number of Suppliers:-** Annexure no.240624135 comprise of 6 items. Item 1 to 3 make a single set and item 4 to 6 make another single set. BHEL requires 17 sets of CTC comprising of item 1 to 3 and 12 sets of CTC comprising of item 4 to 6. We need 2 suppliers for execution of this rate contract and the tentative distribution of quantities among L1 and L2 would be 11 sets of CTC to L1 and 6 sets of CTC to L2 vendor for item 1 to 3 further 8 sets to L1 vendor and 4 sets to L2 vendor for items 4 to 6. Final rate of L1 shall be counter offered to other bidders in the sequence of their ranking in Reverse Auction for distribution of L2 quantities. In case no bidder accepts the counter offer, 100% of the tender quantity shall be awarded to L1 vendor.
10. **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
11. **Pricing Terms:** - Material will be supplied on finished basis. The bidders shall quote the price on door delivery FOR destination basis.
12. **Insurance:** - Transit insurance shall be by supplier. All transit risk shall be covered under clause Inland Rail and Road – A (IRR – A).
13. **Quantity Tolerance 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 failing which quantity supplied above the permissible limit of $+2\%$ may not be liable for payment and / or return to the vendor.
14. **Inspection of material:** - Material will generally be source inspected by BHEL/customer/third party inspection agency as per quality assurance (QA) Plan. Inspection agency have the right to inspect COPPER WINDING WIRE - CONTINUOUSLY TRANSPOSED COPPER WIRE (CTC) at different stages of manufacture at supplier's works and it will be obligatory on the part of the vendor to sign the inspection report as per BHEL/ BHEL's customer/third party inspector's requirement as per latest revision of BHEL quality plan No. QC/TCB/QAP/BO/55 rev.01 and/or PGCIL approved QA plan CC/QA/SMQP/01 rev 00. The bidders shall maintain relevant systems/records as per QA plan. BHEL may conduct quality audit at supplier works for ensuring implementation of QA plan on surveillance basis.
Inspection call is to be raised 10 - 12 days prior to planned inspection date in case of inspection by BHEL, BHEL's customer or TPIA. Inspection of CTC shall require 1 - 3 days if done at vendor works by BHEL/TPIA/customer. Vendors to raise inspection call accordingly.
Vendors shall have to inform date of commencement of covering of material to arrive at final CTC along with inspection call for each lot.
Test Certificates as per technical annexures, purchase specifications, QA plan etc. must accompany each lot. Final inspection for acceptance of quality and quantity shall be done at BHEL's works after receipt of material and results shall be binding on the suppliers.
15. **Delivery period and terms:** Bidders' to quote allowable delivery from the date of LOI as 60 days or less which shall be applicable for penalty purposes. Bidders to quote delivery on FOR destination basis which shall include number of days required for inspection by BHEL's/ TPIA / customer as prescribed in inspection terms. Date of receipt of material at BHEL works (CN date) shall be considered for purposes of LD penalty.

16. **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 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.

17. **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.

18. **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 or Udhyaam registration, 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

It 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 UAM/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.

19. **Short closure:** In addition to above, BHEL reserves right to short close the Rate Contract at any point during the tenure of the RC.
20. **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.
21. **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.**
22. **Levy of Penalty for delayed performance:-** Bidders to note that penalty @ 0.5% per week or part thereof subject to 10% maximum on undelivered portion shall be applicable for delay in supply beyond contractual delivery period on undelivered portion. Bidders are requested to give specific acceptance for penalty clause. Date of receipt of material at BHEL works i.e. CN date will be considered as proof of delivery for calculating delayed performance / penalty. LD recovery, the applicable GST shall also be recoverable from vendors.
23. **Integrity Pact – Independent external monitor (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 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

- 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

24. **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.
25. **Risk and Cost :** In case of non-supply of quality material as per Purchase order within reasonable time as per BHEL 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, if any, incurred by BHEL in this regard from the supplier as per extant BHEL norms.
26. In addition to above our General ‘Terms and Conditions of indigenous enquiry BP200102A’ and ‘BHEL PO Terms and Conditions’ for indigenous shall also be applicable to this tender. Bidders may note that suitable loading will be done for arriving at the Landed cost to BHEL Bhopal price for any deviation from these general Terms & Conditions.
27. **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.”
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. Bidders to give acceptance to Conciliation clause as per annexure IV.
30. 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.

(Ankit Singh)
 Dy. Manager (Copper purchase)