

Instruction to bidders and Terms & Conditions for supply of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) under Rate Contract Enquiry No. E-7093026 on finished basis for 2 (two) years.

Sealed tenders are invited in Two-Part Bid system for purchase of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) as per various drawings of BHEL, specifications and terms & conditions mentioned in the Annexures -I on **returnable drum basis** and on finished basis through **e – procurement module**. The fabrication rate to be quoted on Rs./ kg basis for indigenous bidders and Foreign Currency/Kg basis for foreign bidders. 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. 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.

1. **General:** - 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, Bhopal & Jhansi independently & concurrently against the rate contract. After finalization, the rate contract (RC) will be valid for 2 years for ordering / issue of LOI & further 3 months for deliveries.

The COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) shall be supplied in accordance with the size, technical requirements etc. as intimated by BHEL, at the time of actual ordering.

2. The quoted 'fabrication rate' shall be inclusive of all tooling cost, packing & forwarding charges and shall be strictly in accordance with the requirement of price bid form (annex. III) in e-procurement portal, and no extra charges shall be payable on whatsoever account. For foreign bidders, fabrication rate shall also include the following:
 - A. All destination charges like shipping line charges and CFS charges to be included in the offer.
 - B. Charges at point A above to be incurred at actual will be borne by supplier.
 - C. Demurrage/ Detention free period to be freeze.

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
- Bid Part - II Price bid form – Annexure – III

Both Part - I & Part - II (price bid) of the offer to be uploaded on BHEL e-procurement site using Class III digital signature. Annexure – I is to be duly filled and uploaded with bid part – I and annexure – III are to be duly filled in the tender enquiry as bid part – II (price bid form).

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, acceptance to the specification, all techno commercial terms & conditions and acceptance to the following:-

- a) "Instructions to bidders and Terms and for supply of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) under Rate Contract Enquiry No. E-7093026 on finished basis for 2 (two) years" – Annexure – I
- b) Purchase Specifications at clause 5 below.
- c) 'General Terms and conditions of enquiry – BP200102'.
- d) 'BHEL PO Terms and Conditions' for indigenous (MM5527) and foreign suppliers (MM5533) whichever is applicable.

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. Any deviation to INTEGRITY PACT' is not acceptable.

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.

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 for participation in RA in

Techno-Commercial offer (Part-1). 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 RA 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 bid already submitted to BHEL along with the offer. This 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 & price bid) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on this 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 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)

In case the number of vendors participating in English Reverse Auction is less than BHEL's requirement, relative status for balance vendors shall be taken from the online sealed bid for counter offer.

5. **Bid evaluation** :- The bid shall be evaluated on total delivered cost to BHEL (-landed cost-) taking into account all duties / taxes etc. as could be applicable and based on the LME CSP, SBI TT selling prevailing on the date of tender opening (bid part-I).

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

L-1 shall be established on weighted average basis as per sample calculation sheet enclosed as annexure VI for indigenous bidders and annexure VII for foreign bidders whichever is applicable. Any loading due to the deviation from the terms and conditions shall be suitably added in the offer and comparison shall be made as per the value reflected in point no. 18 of Annexure VI and VII.

6. **Technical Parameters and Tendered Quantity:-**

The COPPER WINDING WIRE – rectangular PAPER COVERED COPPER WIRE (PCCW) shall conform to the latest revision of the purchase specifications. Insulating paper shall comply to specification AA 21111, while CC rods to be used for manufacturing conductors shall comply to specification AA12024. Source of CC Rods shall be as per BHEL's customer's approved QA plan.

The below estimated requirement may vary within $\pm 30\%$ for each group.

At the time of supply, test certificates as per annexure of the POs must accompany each lot. Final inspection shall be at BHEL works at Bhopal & Jhansi.

The total tendered quantity of PCCW is 6468 MT (+/-30%) for which the quantity break up of PCCW into various categories is mentioned below:

Sl. No.	Type of PCCW	Specifcati on	Bhopal		Jhansi		Total
			With Kraft Insulating paper	With Special Insulating paper	With Kraft Insulating paper	With Special Insulating paper	
1	Ordinary PCCW	AA28125	164	100	500	80	844
2	Proof Stress PCCW	AA28128	140	0	900	160	1200
3	Bunched PCCW	AA28125	90	0	2200	80	2370
4	Proof Stress Bunched PCCW	AA28128	574	0	1400	80	2054
Total			968	100	5000	400	6468

Tentative quantity breakup of Special Insulating paper into various categories is mentioned below:

Sl. No.	Type of PCCW	Specification	Bhopal	Jhansi	Total
5	Cindus (High Density Thermally Upgraded Paper)	TC	7	5	12
6	Dennison (High Density Thermally Upgraded Paper)	TC	3	3	6
7	Nomex Paper	AA22901	0	12	12
8	Normal Density Thermally Upgraded paper	TRE 218/01	5	2	7
TOTAL			15	22	37

Important note:

- **Annexure III i.e. price bid form in e-procurement portal have been made considering the breakup of the RC item as stated above and including the line items 1 to 8 for the items indicated above. A single L-1 on weighted average basis shall be established for RC item on the basis of the rates quoted against each line item in Annexure III in e-procurement portal..**
- **Bidders shall have to quote for each of the line items i.e. item 1 to 8 as per annexure – III in the price bid form in e-procurement portal for their offers to be considered else their offer shall be rejected. It may be noted that the rates quoted against special insulating paper i.e. item 5 to 8 shall be differential rate in lieu of the kraft insulating paper.**

7. **Guarantee:-** PCCW 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 PCCW supplied under this enquiry, whichever occurs earlier.

8. **Number of Suppliers:-**

3 suppliers are required against enquiry item with ratio of quantity distribution as 48: 32: 20 (L1: L2: L3). This distribution of quantities shall be subjected to committed capacity to BHEL, acceptance to the counter offer etc., if any, made by BHEL. In case number of qualified suppliers, for a particular item, available for quantity distribution are N (where N is less than or equal to no of vendors required for quantity distribution) then the distribution shall be done amongst (N-1) bidders. If number of vendors available for distribution of total quantity is less than the no. of vendors required by BHEL, then BHEL may either redistribute the quantity or reduce the requirement accordingly.

The quantity distribution shall be as below:

No of vendors	L1	L2	L3	Total
1	100			100
2	65	35		100
3	48	32	20	100

Please note actual quantity ordered shall be governed by sub – vendor approval by the BHEL's customers.

9. **Vendors Approved by BHEL's Customers:-** Bidders may note that COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) are to be sourced from customer's approved vendors only. In those cases BHEL would place purchase orders pertaining to requirement of such contracts on the approved vendors of respective customer only. The percentage ordering, as per the contract, may therefore vary & change depending upon the nature of orders received by BHEL on account of sourcing from customer approved vendors.

10. **Pricing Terms & PVC (Price variation Clause):** - Material will be supplied on finished basis. The indigenous bidders shall quote the price on door delivery FOR destination basis and foreign bidders shall quote on CFR ICD Mandideep basis. Premium of USD 240 / MT & quoted fabrication rate shall remain firm throughout the period of contract.

Copper rate shall be LME CSP based and shall be as derived from LME CSP & FBIL + 20 PAISE exchange rate of 3rd LME working day from the date of LOI (excluding date of LOI). Wherever FBIL + 20

PAISE exchange rate for the 3rd LME working day is not available / declared by bank, FBIL + 20 PAISE exchange rate of previous bank working day shall be considered.

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 & Exchange rate (FBIL + 20 paise) shall be of 3 rd LME working day from date of issue of LOI (excluding date of issue of LOI).
	Premium (USD / MT)	USD 240 / MT (Fixed)
	Copper Rate	For indigenous bidders: (LME CSP + Premium) x Exchange rate (FBIL + 20 paise) x M.F. (as per prevailing notional customs duty, presently it is 1.055) in USD / MT. Note: If FBIL + 20 paise rate is not available on 3rd LME working day same of previous bank working day shall be taken to arrive at Copper rate. For foreign bidders: (LME CSP + Premium)
B	Fabrication Rate	in Rs. / kg – for indigenous vendors (inclusive of all possible extras to be quoted in price bid form // annexure – III)
		in FC (foreign currency) / kg – for foreign vendors (inclusive of all possible extras to be quoted in price bid form // annexure – III)

Premium & quoted fabrication rates shall be firm throughout the validity of the contract. The fabrication rate shall be inclusive of all tooling cost, packing and forwarding charges etc. and no extra charges shall be payable on whatsoever account. **The rates so quoted shall be common for both Bhopal & Jhansi Units.**

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 packing, forwarding, radial insulation, fumigation, weight per drum and Cross section of PCCW 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 - PAPER COVERED COPPER WIRE (PCCW) 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.**
- In case of foreign bidders, Fabrication rate shall also include the following:
 - a) All destination charges like shipping line charges and CFS charges to be included in the offer.
 - b) Charges at point a) above to be incurred at actual will be borne by supplier.
 - c) Demurrage/ Detention free period to be freeze.

11. **Monthly Capacity:-** Bidders to commit suitable monthly capacity specific to this tender. Bidders to adhere to committed capacity as per point no. d of Pre-qualifying criteria mentioned at sl.no 27.
12. **Transit Insurance:-** Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. For indigenous vendors, all transit risk shall be covered under clause Inland Rail and Road – A (IRR – A). In case of foreign bidders where insurance by BHEL, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under the policy.
13. **Quantity tolerance:-** Against individual P.O. items shall be $\pm 2\%$. 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 $+2\%$ shall not be liable for payment and / or return to the vendor. Quantity variation against RC item shall be $\pm 30\%$.

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 - PAPER COVERED COPPER WIRE (PCCW) 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/56 rev.07 and/or customer approved QA plan, wherever applicable. The bidders shall maintain relevant systems/records as per QA plan for traceability. BHEL may conduct quality audit at supplier works for ensuring implementation of QA plan on surveillance basis.

Test Certificates as per 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

For indigenous bidders': 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 PCCW 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 PCCW 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.

For foreign bidders': Normally, in case of supplies by foreign vendors, inspection is done on receipt of material at BHEL works. In case of BHEL / customer / TPIA inspection at vendor works, BHEL shall intimate foreign bidder about the same and suitable date for inspection is to be informed which shall be within PO delivery (including time till receipt of B/L) and 30 days prior to date of planned inspection.

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

15. **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 interalia 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. 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.

16. **Taxes & Duties: -**

For foreign bidders': All taxes and duties, in case of foreign bidders, leviable outside India shall be to the bidder's account and the same will not be borne by BHEL under any circumstances.

For indigenous bidders': 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. **Payment Terms:-**

(a) **For foreign bidders:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB against acceptance of material. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.

Foreign vendors to submit declaration of Permanent Establishment and Business Connection (PEBC) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.

In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.

Foreign vendors to submit Tax Residency Certificate (TRC) & Form 10F (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the vendor as a declaration.

However, any deviation from above payment terms if accepted by BHEL will be loaded at the rate of SBI base rate + 6% for price comparison purposes on cost to BHEL basis as per present practice or offer may even be rejected.

(b) **For indigenous bidders:** 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).* **BHEL reserves the right to reject offers with payment term other than the above standard payment terms. Such offers if accepted, the 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, 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 UAM 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 Rate Contract:-** 2 years for ordering / issue of LOI from the date of finalization of rate contract (RC) by BHEL with additional time of three months for supplies.
19. **Short Closure of RC:** BHEL reserves the right to short close the FA / RC at any point of time during validity of the contract.
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. **Levy of Penalty for delayed performance:-** Penalty shall be @ 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. LD recovery, the applicable GST shall also be recoverable from vendors.

For foreign bidder: Date of handing over material to freight forwarder (B/L date) shall be taken as proof of delivery

For indigenous bidder: Receipt of material at BHEL (CN date) will be taken as proof of delivery for indigenous bidders

22. **Delivery Period:-** The material are required at BHEL as per delivery mentioned in individual PO. The desired delivery period against individual PO item shall be within 2-3 weeks to be reckoned from the date of **Letter of Intent (LOI)**. Bidders shall commit suitable delivery period on FOR destination basis for indigenous bidders and FOB/CFR basis for foreign bidders. For foreign bidders, delivery period shall be reckoned from the date of LOI to the Bill of Lading date, however supplier to indicate separately the transit time in no. of days from Bill of lading date to ICD Mandideep on CFR basis. Bidders may note that delivery beyond committed schedule will attract penalty for delayed performance.
23. **Terms of delivery:**

For indigenous bidders:

- F.O.R. destination on door delivery basis.

For foreign bidders:

- a) Goods shall be dispatched by sea, unless stated otherwise in the purchase order.
- b) Delivery port will be to Dry Port – ICD Mandideep (IMDDP6). Other delivery ports will not be acceptable for CFR/CIF. Freight amount to be indicated separately in annexure – III of this enquiry.
- c) Minimum of 14 days detention free period from IGM date is mandatorily required and destination charges to shipping line must be mentioned on Bill of Lading.
- d) Shipping line must allow the cargo to be transferred to BHEL's designated CFS (Containerized Freight Station) at destination port. In case, same is not allowed by the shipping line, ground rent and all ground charges shall be as per BHEL's CFS only.
- e) 4 originals of OBLs are to be released with one original marked / to be sent to ***Sr. Engineer (CMM – Copper), 2nd Floor, Admin Building, Central Material Management Division, BHEL, Bhopal, M.P., 462022, India.***
- f) Offer received on FOB basis may be considered on exceptional basis, BHEL will load freight, marine insurance, port handling charges and inland freight as per BHEL's contract to arrive at the landed cost. Goods shall be handled for ocean freight by BHEL's freight forwarder only, under FOB contract and OBL / HAWB issued by BHEL's appointed

forwarder or his authorized agent (s) shall be accepted for negotiation. Freight amount to be indicated separately in their bids in case of FOB terms of delivery.

- g) Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account and in no case shall be borne by BHEL.

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

25. **Enclosure:-** General terms and condition to enquiry BP200102, General terms and condition to indigenous PO MM5527 and Foreign PO (MM5533), QAP No. QC/TCB/QP/BO/56 Rev 07, Integrity Pact, Conciliation Clause (Annexure IV), Vendor Declaration (Annexure V), Specification no. AA28128, AA28125, AA22901, TRE218/01, AA21111, AA12024, Annexure I, Annexure VI (Sample calculation for evaluation of indigenous bidders), Annexure VII (sample calculation for evaluation of foreign bidders) and fraud prevention policy. No hard copy will be sent along with enquiry.

26. **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.

27. Following Pre-qualification criteria as per table below any deviation from these shall render offer submitted by bidder as rejected:

S.N	Criteria	Documents required for evaluation
(A) Technical Criteria : Experience & Capability		
a	Only manufacturers are allowed. Traders will not be allowed to participate. Manufacturers should have manufacturing facilities & In - house testing facilities in compliance with BHEL purchase specification, national / international standards & BHEL /BHEL's customer Quality plan.	Self declaration of being original manufacturer on company's letter head. Documentary proof for Manufacturing facilities & In-house testing facilities. BHEL reserves right for physical verification of above facilities.
b	Bidder's manufacturing works should be approved for supply of PCCW for at least 400 kV voltage class Power Transformers for either M/s NTPC Ltd or M/s PGCIL or M/s NPCIL as on due date of this tender enquiry	Documentary proof of their approval by NTPC or NPCIL or PGCIL and approval should be valid on due date of enquiry.
c	Bidder should be manufacturing and supplying PCCW from their own works to at least 2 major Power Transformer Manufacturers (i.e ABB, Bharat Bijli, Siemens, Areva, T & R, Toshiba, CGL, TBEA, EMCO & BHEL).	As a proof, bidder to submit copies of 2 purchase orders of at least 10 MT each and corresponding invoices from any two of these major transformer manufacturers. The PO dates must be between 01.04.17 to 31.03.2019. All copies of invoices and purchase orders should be self-attested by the authorized signatory of bidder. The documents should clearly bear Customer name & address, contact details, contact person information of customer.
d	Monthly supply capacity of the bidder shall be at least 100 MT / month specifically for this Open / Press tender enquiry. Issue of Purchase Orders may however vary as per BHEL's order booking.	Self-declaration of having monthly supply capacity of 100 MT committed to BHEL on company's letter head.
e	Maximum allowable delivery from date of PO shall not be more than 60 days.	Self-declaration of delivery period of 60 days or less on company's letter head.
f	Source of raw material should be ETP grade copper and should be sourced from BHEL approved sources i.e HINDALCO, STERLITE (VEDANTA) , HCL, NORRDEUTSCHE AFFINERIE and SOCIETE LENSOISE DU CUIVRE only. In case, where the vendor has in-house facility for production of ETP grade copper rod, The TC and sample to be furnished to BHEL. Acceptance of the same shall be at BHEL discretion based on test result of the sample.	Sample TCs clearly stating chemical compositions including Oxygen content and conductivity.
g	Bidders to compulsorily quote for both Bhopal and Jhansi unit.	Self-declaration of quoting for both units on company's letter head. In case same is not complied with, offer will be rejected.
(B) Financial Criteria		
h	Average annual turnover of at least Rs 16 crores of last 3 financial years ending March 2019. NOTE- For Indigenous bidders, last 3 financial year will be 2016-17,2017-18 and 2018-19. For other bidders following calendar year as financial year, last three financial year will be reckoned as 2016,2017 and 2018.	Audited Balance Sheet and profit and loss statement of last 3 years ending March 2019.

28. **Fumigation Charges** :- All imported consignment in wooden packing shall be subject to fumigation as per statutory requirement of Govt. of India and bidder shall furnish 'Phytosanitary

- Certificate' OR a declaration that wood-packing material used in packing is in accordance with IPPC standard ISPM No. 15 and has been labeled compliant with IPPC mark by manufacturers.
29. **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.
30. In addition to above our General 'Terms and Conditions of indigenous enquiry BP200102' and 'BHEL PO Terms and Conditions' 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 Bhopal price for any deviation from these general Terms & Conditions.**
31. Compliance to **MAKE IN INDIA** circular issued by Govt.:
- "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.19 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.*
- In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable"*
32. 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.
33. Bidders to give acceptance to **Conciliation clause** as per annexure IV.
34. **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

(Ankit Singh)
Sr. Engineer (Copper-MM)