

Terms & Conditions for supply of PVC Cable under 2 years Rate Contract Enquiry No. E0999001 on finished basis.

1. **General :** Sealed tenders are invited in Two-Part Bid system for purchase of Single/ Multicore PVC cable as per Specifications and terms & conditions mentioned in the Annexures -"I to III" 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** :- Online offer shall be submitted by the bidders through e-Procurement system of BHEL in two part bid system:

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) Duly signed & sealed copy of **Annexure-I (page no. 1 to 5).**
- (ii) Duly signed & sealed copy of **Annexure-II (page no. 6)**
- (iii) Duly signed & sealed copy of Qualifying Requirement (PQR) **Annexure-III (page no. 7 to 8)** with authenticated copy of all supporting documents.
- (iv) Duly sealed and signed copy General Terms and Conditions (GTC) Rev-2 of Enquiry.

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.

C- Annexure-I, Annexure-II, Annexure-III (PQR), GTC and Supporting Documents to fulfil qualifying requirement should be uploaded in this section. Before uploading the scanned documents, visibility and legibility of the document must be ensured.

Part - II Price bid

Price bids shall be submitted by bidders on e-procurement portal. Price bid to be submitted without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order quantity, slab rate, discount for quantity, different terms of payment etc.), BHEL has full right to bypass your offer.

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

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

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.

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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**

Pre-Qualification Criteria (PQR) shall be as per Annexure-III. Offer of those Bidders who meet the Pre-Qualification Criteria will be accepted. Any Deviation from the PQR shall be liable for rejection.

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 (detail mentioned in enquiry item Description) and Tendered Quantity:-** Single/ Multicore cable shall conform to the latest revision of the purchase specifications. Tentative quantity break up is mentioned below;

(All Qty in MR)

Enq. Item	Matcode	MATERIAL DESCRIPTION	Qty (in MR)	PVC ratio
1	TR872067T402	PVC INSULATED SINGLE CORE FLEX. COPPER CABLE (GRADE 1100V) TO CPS-AA28544,REV02. SIZE 0.75 SQ MM COLOUR - RED 10 MTR/ST	6000	1:0.0066
2	JS9006283120	PVC INSULATED SINGLE CORE FLEX. COPPER CABLE (GRADE 1100V) TO CPS-AA28544,REV02. SIZE 0.75 SQ MM COLOUR -WHITE 10 MTR/ST	6000	1:0.0066
3	JS9006283130	PVC INSULATED SINGLE CORE FLEX. COPPER CABLE (GRADE 1100V) TO CPS-AA28544,REV02. SIZE 0.75 SQ MM COLOUR - GREY 10 MTR/ST	6000	1:0.0066
4	JS9006283140	PVC INSULATED SINGLE CORE FLEX. COPPER CABLE (GRADE 1100V) TO CPS-AA28544,REV02.SIZE 0.75 SQ MM COLOUR-BROWN,10 MTR/ST	6000	1:0.0066

Enq. Item	Matcode	MATERIAL DESCRIPTION	Qty (in MR)	PVC ratio
5	BP2855275016	MULTI CORE CABLES PVC SWA PVC WITH BASE ANNEALED COPPER WIRE TO IS- 1554-1976, VOLTAGE GRADE 1100V AND AS PER BP28575 REV-05 SIZE:- 2.5 SQ MM, 2 CORE, NO. OF STRANDS (MIN) 7/0.67 MM. WEIGHT OF COPPER= 0.044KG/MR	100000	1:0.044
6	BP2855275024	MULTI CORE CABLES PVC SWA PVC WITH BASE ANNEALED COPPER WIRE TO IS- 1554-1976, VOLTAGE GRADE 1100V AND AS PER BP28575 REV-05 SIZE:- 2.5 SQ MM, 3 CORE, NO. OF STRANDS (MIN) 7/0.67 MM. WEIGHT OF COPPER= 0.066KG/MR	100000	1:0.066
7	BP2855275032	MULTI CORE CABLES PVC SWA PVC WITH BASE ANNEALED COPPER WIRE TO IS- 1554-1976, VOLTAGE GRADE 1100 V AND AS PER BP28575 REV-05 SIZE:- 2.5 SQ MM, 4 CORE, NO. OF STRANDS (MIN) 7/0.67 MM. WEIGHT OF COPPER= 0.088KG/MR	25000	1:0.088
8	JS9006272660	1100 / 660 VOLTS GRADE PVC OR POLYTHENE INSULATED 4.0 SQ. MM X 2 CORE HAVING OVERALL DIA OF 16.5 MM ARMoured COPPER CABLE SUITABLE FOR TROPICAL CLIMATE, VERMIN PROOF WITH FLAME RETARDENT LOW SMOKE (FRLS) PROPERTIES AS PER TR24157C REV 01 CABLE SHOULD BE SUPPLIED IN 500/1000 MR DRUMS. WEIGHT OF COPPER= 0.071KG/MR	10000	1:0.071
9	JS9006272670	1100 / 660 VOLTS GRADE PVC OR POLYTHENE INSULATED 4.0 SQ. MM X 3 CORE HAVING OVERALL DIA OF 17.5 MM ARMoured COPPER CABLE SUITABLE FOR TROPICAL CLIMATE, VERMIN PROOF WITH FLAME RETARDENT LOW SMOKE (FRLS) PROPERTIES AS PER TR24157C REV 01 CABLE SHOULD BE SUPPLIED IN 500/1000 MR DRUMS. WEIGHT OF COPPER= 0.106KG/MR	10000	1:0.106
10	JS9006272680	1100 / 660 VOLTS GRADE PVC OR POLYTHENE INSULATED 4.0 SQ. MM X 4 CORE HAVING OVERALL DIA OF 18.5 MM ARMoured COPPER CABLE SUITABLE FOR TROPICAL CLIMATE, VERMIN PROOF WITH FLAME RETARDENT LOW SMOKE (FRLS) PROPERTIES AS PER TR24157C REV 01 CABLE SHOULD BE SULLIED IN 500/1000 MR DRUMS. WEIGHT OF COPPER= 0.142KG/MR	10000	1:0.142
11	AA2851244248	PVC INSULATED SINGLE CORE FLEXIBLE COPPER CABLE TO CPS:AA28544 REV 02 NORMAL AREA - 2.5 SQ MM. NO OF COND./DIA OF COND.-50//0.25MM RADIAL INUL. THICKNESS - 0.8 MM VOLTAGE GRADE-1100 VOLTS COLOUR - BLACK WEIGHT OF COPPER= 0.022KG/MR	11000	1:0.022
12	AA2851243241	PVC INSULATED SINGLE CORE FLEXIBLE COPPER CABLE TO CPS:AA28544 REV 02 NORMAL AREA - 2.5 SQ MM. NO OF COND./DIA OF COND.-50//0.25MM RADIAL INUL. THICKNESS - 0.8 MM VOLTAGE GRADE-1100 VOLTS COLOUR - RED WEIGHT OF COPPER= 0.022KG/MR	6000	1:0.022
13	JS2851244994	PVC INSULATED SINGLE CORE FLEXIBLE COPPER CABLE TO CPS:AA28544 REV 02 NORMAL AREA - 2.5 SQ MM. NO OF COND./DIA OF COND.-50//0.25MM RADIAL INUL. THICKNESS - 0.8 MM VOLTAGE GRADE-1100 VOLTS COLOUR - GREEN WEIGHT OF COPPER= 0.022KG/MR	6000	1:0.022

Enq. Item	Matcode	MATERIAL DESCRIPTION	Qty (in MR)	PVC ratio
14	TR371441A602	50 SQ.MM.(396//0.4)SINGLE CORE, HEAT RESISTANT, PVC INSULATED, 1.1KV GRADE FLEXBLE COPPER CABLE GENERALLY AS PER IS-694. CABLE SHOULD BE SUITABLE FOR OPERATING TEMPERATURES UPTO 105 DEGREE C. COLOUR:- BLACK WEIGHT OF COPPER= 0.444KG/MR	2000	1:0.444
15	JS9006279430	7 CORE 2.5 SQ.MM PVC CABLE AS PER SPEC.BP28575 WEIGHT OF COPPER= 0.154KG/MR	6000	1:0.154
16	JS9006281050	19 CORE 2.5 S.Q MM PVC CABLE AS PER SPEC. BP28575. WEIGHT OF COPPER= 0.418KG/MR	7000	1:0.418
17	TR872067T401	4 CORE-1.5 sq.mm. (Pref.30//.25) 1.1 KV FLEXIBLE MULTISTRAND COPPER CABLE AS PER IS- 9968, PART- 1. CORE INSULATION TO BE SILICONE RUBBER (IE-5) & OUTER SHEATH TO BE SE-4(HOFR) AS PER IS-6380-1984. WEIGHT OF COPPER= 0.053KG/MR	3000	1:0.053
18	AA2851244230	PVC INSULATED SINGLE CORE FLEX. COPPER CABLE (GRADE 1100V) TO CPS-AA28544,REV02. SIZE 1.5 SQ MM48//0.2 MM TINNED CPR .CONDUCTOR COLOUR - BLACK WEIGHT OF COPPER= 0.013KG/MR	5000	1:0.013
19	JS9006274920	120 SQMM PVC BLACK INSULATED SINGLE CORE FLEXIBLE COPPER CABLE (GRADE 1100V) AS PER AA28544 REV 02 WEIGHT OF COPPER= 1.07KG/MR	1000	1:1.07
20	JS9006279440	12 CORE 2.5 SQ.MM PVC CABLE AS PER SPEC.BP28575 WEIGHT OF COPPER= 0.264KG/MR	3000	1:0.264
21	TRA70134A767	7 CORE-1.5 sq.mm. (Pref.30//.25) 1.1 KV FLEXIBLE MULTISTRAND COPPER CABLE AS PER IS- 9968,PART- 1. CORE INSULATION TO BE SILICONE RUBBER (IE-5) & OUTER SHEATH TO BE SE-4(HOFR) AS PER IS-6380-1984. WEIGHT OF COPPER= 0.092KG/MR	2000	1:0.092
22	JS9006281920	1.5mm SQ.12CORE FRLS CABLE. AS PER TR24157C STY. NO. 628192 WEIGHT OF COPPER = 0.165 KG/MR	30000	1:0.165
Total			361000	

- Colour codification must be provided for identification of different cores as specified in IS-1554.
- Identification is to be provided on every 10 meters of cable.
- RC shall be controlled by value of RC entered into with a vendor. Item wise quantity requirement is tentative estimated and ordering of items can vary to any extant within the value of RC entered into with a vendor limited to +/-30%.

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

Rates are based on HCL price of "Continuous cast copper wire rod 8 MM" for the month of Aug-19 i.e. Rs 441.57 per KG. Any change in price of "Continuous cast copper wire rod 8 MM" at one month prior to the month of schedule delivery or actual delivery, whichever is lower shall be applicable in ratio mentioned in SI no-6 under PVC ratio column. Wherever, early supply with respect to contractual delivery is required by BHEL (in writing), then rate of "Continuous cast copper wire rod 8 MM" for the month prior to the month of supply shall be considered. No extra charges shall be paid on packing, forwarding etc.

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. **Quantity Tolerance** : Quantity tolerance against individual PO shall be +/- 2%

11. **Inspection of material :-**

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

12. **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

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 within 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, if any, for this enquiry shall only prevail.

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