

**Terms & Conditions for supply of Single/ Multicore PVC cable under 2 years Rate Contract
Enquiry No. E0909001 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 purchase enquiry is tentative. Actual procurement will be carried out progressively as per requirement of BHEL against the rate contract.
- 2) **Procedure for Bid submission:** Offer shall be submitted by the bidders in two 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.**
 - (ii) Duly signed & sealed copy of **Annexure-II.**
 - (iii) Duly signed & sealed copy of Qualifying Requirement (PQR) **Annexure- III** with authenticated copy of all supporting documents.
 - (iv) Un-price format- **Annexure-IV.**
 - (v) Integrity Pact **Annexure-XXII.**
 - (vi) Duly sealed and signed copy General Terms and Conditions (GTC) Rev-3 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.

Part - II Price bid

Price bids shall be submitted by bidders in separate individual sealed envelopes as per price bid Annexure- V to XXI and required with duly filled, signed and stamped by the authorized signatory of the vendor. Enquiry number, due date & price bid of relevant item number must be super scribed on every envelope. 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 bypass your offer.

NOTE: Part-I sealed envelope shall be duly super scribed as **Part-I "Technical cum Commercial Bid"**, Part-II (price bid) considering seventeen separate envelopes shall be duly super scribed as **Price Bid and their corresponding enquiry item number.** The enquiry number and due date shall also be super scribed on every envelope. It is to be noted that "All seventeen separate envelopes **should not be** enclosed in a single envelope. **We require seventeen separate sealed envelopes of price bid i.e. Annexure-V to annexure XXI**".

- All the documents mentioned above are to be put in a bigger envelope indicating Enquiry No., due date and bidders name clearly and are to be sent to below mentioned address:

In-charge, Tender Room

Bharat Heavy Electricals Ltd., Administration Building,
Jhansi 284120.

- 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 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."

- 4) **Pre-Qualification Criteria :** For Pre-qualification criteria, refer Annexure-III.

Offers of those bidders who meet the Pre-qualification criteria mentioned in Annexure-III will be accepted. Any deviation from these shall render offer submitted by bidder as rejected.

*** Bidders have to submit duly filled, signed & sealed copy of Annexure-III with a all relevant documents as required.**

- 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 (Refer Purchase Enquiry) and Tendered Quantity (Refer Purchase Enquiry):** Single/ Multicore cable shall conform to the latest revision of the purchase specifications. For, quantity breakup, technical specification and other detail, refer purchase enquiry.

- 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 extent within the value of RC entered into with a vendor limited to +/-30%.
- 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.

- 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 July-20 i.e. Rs 470.29 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 as per PVC ratio column in below mentioned table. 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 one month prior to the month of supply shall be considered.

Item No.	Material Code	Item Qty. (In MR)	PVC Ratio
1	BP2855275016	100000.00	1 : 0.044
2	BP2855275024	100000.00	1 : 0.066
3	BP2855275032	25000.00	1 : 0.088

4	JS9006272660	10000.00	1 : 0.071
5	JS9006272670	10000.00	1 : 0.106
6	JS9006272680	10000.00	1 : 0.142
7	AA2851244248	25000.00	1 : 0.022
8	TR371441A602	5000.00	1 : 0.444
9	JS9006279430	10000.00	1 : 0.154
10	JS9006281050	10000.00	1 : 0.418
11	TR872067T401	5000.00	1 : 0.053
12	AA2851244230	5000.00	1 : 0.013
13	JS9006274920	1000.00	1 : 1.07
14	JS9006279440	10000.00	1 : 0.264
15	TRA70134A767	5000.00	1 : 0.092
16	JS9006281920	30000.00	1 : 0.165
17	TR872067T402	30000.00	1 : 0.0066

- The quoted rate shall be inclusive of all tooling cost, packing, freight, insurance and forwarding charges etc. and no extra charges shall be payable on whatsoever account. Bidders shall quote their most competitive rates, which shall be valid regardless of whether Reverse Auction is conducted or not.

8) **PVC (Price variation Clause) Applicable:** Yes, as per clause 7.

9) **Transit Insurance:** By the bidder.

10) **Number of Suppliers:** We need 3 suppliers for execution of this contract and the tentative distribution of quantities among L1, L2 & L3 would be in the ratio of **60:25:15**. 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	60	25	15	100

11) **Quantity Tolerance:** ± 2%

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

13) **Replacement of rejected Goods:** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to non-compliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interlay cost elements such as total transportation, insurance and other taxes / levies etc. as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.

14) **Taxes & Duties:** All taxes & duties as applicable at the time of dispatch within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit).

- 15) **Payments Terms:** 100% payment 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 03 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 contract.
- 18) **Levy of Penalty for delayed performance:** As per Clause no: 8 of GTC of enquiry rev 03.
- 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. 3 of enquiry' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions rev. 03 of enquiry, if any, for this enquiry shall only prevail.

22) **Integrity Pact (IP) – 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	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid (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 the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (Phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department



Naveen Mahaseth
Sr. PO (CMM)