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Instructions to bidders and Terms and conditions for purchase of Proof stress glued bunched PCCW on finished basis under enquiry No. E-7003008

The supplies against this rate contract enquiry shall be subject to our general terms and conditions of the enquiry/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 annex, the latter shall prevail.

1. **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 annexure – III (Price bid form) 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 Proof stress glued bunched PCCW" – Annexure – I and Price Format.
- 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.

2. **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 on a later date whose techno- commercial bids are found acceptable. The date of 'Price bid -Part II' opening shall be intimated to you later after completion of techno – commercial scrutiny.

3. **Bid Evaluation**: - The bids shall be evaluated on total delivered cost to BHEL (-cost to BHEL basis-) on overall L-1 basis i.e. **a single L-1 shall be established on weighted average basis**. 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.

For purpose of evaluation, LME CSP & SBI TT selling rate of the date of bid part – I opening shall be taken. **Please note that bidders are to quote for each of the items.**

For purpose of evaluation L1 Method will be used. If more than one bidder happens to occupy L-1 status, the bidder with the lowest bid will be selected. Please note that bidders are to quote for each of the items.

Sl. no	Item no.	Description	Specification	Qty (kg)
1	1	(2 x 2.60) x 11.60 as per item 1 of tech annexure 240604021 Rev-00	AA 28128 Rev-06, TRE 078 Rev-02, TRE151 Rev-02, TR10133I Rev-05 and TRE218.	8806.00
2	2	(2 x 2.60) x 11.60 as per item 2 of tech annexure 240604021 Rev-00		6276.00
3	3	(2 x 2.60) x 11.60 as per item 3 of tech annexure 240604021 Rev-00		25560.00
4	4	(2 x 2.60) x 11.60 as per item 4 of tech annexure 240604021 Rev-00		4350.00
5	5	(2 x 2.60) x 11.60 as per item 5 of tech annexure 240604021 Rev-00		21968.00
Total :				66960.00 kg

If more than one bidder happens to occupy L-1 status

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.

4. **Pricing terms:**

Material will be supplied on finished basis. The bidders shall quote the price on door delivery FOR destination basis. The FOR destination rate/ PO rate shall consist of basic copper and fabrication rates detailed as below:-

Rate Schedule		
A	LME CSP rate	LME CSP & Exchange rate (FBIL + 10 paise) shall be of 3 rd LME working day from date of issue of LOI (excluding date of issue of LOI).
	Premium (USD / MT)	190 USD / MT (Fixed)
	Copper Rate	(LME CSP + Premium) x (FBIL+10Paise) x M.F. (as per notional customs duty, presently it is 1.055) Note: If FBIL + 10 paise rate is not available on 3 rd LME working day same of previous bank working day shall be taken to arrive at Copper rate.
B	Fabrication Rate	in Rs. / kg – (inclusive of all possible extras to be quoted in e-procurement price bid form annexure – III)
C	PO Rate	Sum of A + B

Premium & quoted fabrication rates shall be firm throughout the validity of the contract. 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.

5. **Inspection Of Material:-** Quality plan no. QA/TCB/BO/74 Rev-00 and NTPC Std QAP shall be followed. Pre-dispatch / source inspection will be carried out by BHEL/TPI/Customer. Bidders to maintain all relevant systems/records of their internal inspection. BHEL may conduct quality audit at supplier works for ensuring implementation of quality system. Successful bidders shall have to submit in house TCs of the conductors stating all mechanical properties, raw material TCs and chemical composition including oxygen content raw material (if any) certified by NABL lab / accredited agency to BHEL along with each lot of supply.

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

Inspection call is to be raised 7 days prior to planned inspection date in case of inspection by BHEL, BHEL's customer or TPIA. Inspection of material shall require 1 - 3 days if done at vendor works by BHEL/TPIA/customer. Vendors to raise inspection call accordingly.

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.

6. **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 noncompliance 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 PMDR/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.

7. **Transit Insurance:-** Transit insurance shall be by supplier. All transit risk shall be covered under clause Inland Rail and Road – A (IRR – A)

8. **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.

9. **Payment 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).* 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.

However, payment terms other than the above will be loaded at the rate of SBI base rate + 6% for price comparison purposes on HESG basis as per present practice.

10. **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. Bidders may note that delivery beyond committed schedule will attract penalty for delayed performance.

11. **Terms of delivery:**

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

12. **Quantity Tolerance:-** Against individual P.O. items shall be $\pm 2\%$. However, LPD & weight is to be strictly adhered to.
13. **Penalty For Delay:-** 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. Receipt of material at BHEL (CN date) will be taken as proof of delivery.
14. **Validity of the offer:** Offer should be valid for a period of 120 days from the date of technical bid opening date for finalization of the contract.
15. **Fraud prevention policy:** Bidders are requested to provide specific acceptance to fraud prevention policy of BHEL as per attached annexure. 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.
16. **Following Pre-qualification criteria as per table below applicable for material :** Any deviation from these shall render offer submitted by bidder as rejected. Further it may be noted that vendor to confirm inspection by BHEL Team for verification of manufacturing facilities and BHEL reserves the right to verify the information submitted by the vendor. In case the information submitted is found false or incorrect, the offer will be rejected and the action as per extant guideline shall be taken.

Pre-qualification criteria			Tendered requirement
Sl. No	Criterion	Document required for evaluation	
(A)		Technical Criteria : Experience & Capability	
1	Bidder should be manufacturing and supplying Glued PCCW from their own works to at least 2 major Power Transformer Manufacturers (i.e ABB, Siemens, Areva/GE, T & R, Toshiba, CGL, TBEA, EMCO & BHEL) in last 7 years from bid opening date.	As a proof, bidder to submit copies of 2 purchase orders of at least 5 MT each and corresponding invoices from any of these major transformer manufacturers. 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.	
2	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.	
3	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. Paper over copper conductor should be sourced from NTPC approved Sources i.e. Munksjo Smurtif - Sweden, Weidmann-Switzerland, Amotfors - Sweden, Tomoegawa- Japan, CINDUS Corporation-USA, TERVAKOSKI OY- Finland only	Sample TCs clearly stating chemical compositions including Oxygen content and conductivity. And Sample TC of thermally upgraded paper (TUP)	
(B)		Financial Criteria	
1	Average annual turnover of at least Rs 1 crore of last 3 financial years ending March 2019.	Audited Balance Sheet and profit and loss statement of last 3 years ending March 2019.	

Note: 1-Compliance to above Pre -qualification requirement is mandatory. In absence of compliance of above requirement vender offer is liable to be rejected
 2-BHEL has right to verify information/confirmation furnished, by asking additional documents proofs etc.

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17. **Guarantee:-** Material 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 BHEL finished product using material supplied under this enquiry, whichever occurs earlier.
18. BHEL reserves right to short close the contract/enquiry at any point of time during the tenure of the contract/enquiry
19. **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.
20. **Qty allocation:** All the tender quantity shall be ordered to L-1 bidder subject to acceptance of offer by BHEL.
21. In addition to above our General 'Terms and Conditions of indigenous enquiry BP200102' 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.**
22. 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."
23. 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.
24. Bidders to give acceptance to **Conciliation clause** as per annexure IV.
25. **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


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