

Terms & Conditions for supply of PAPER COVERED COPPER WIRE (PCCW) under Rate Contract Enquiry
No. E0682038 on finished basis.

- 1.0 Preamble :** Given the present situation in the domestic market, wherein there is a sluggishness in supply of CC Rods owing to various reasons, and in order to address the exigent situation, this tender is issued by BHEL, Jhansi wherein the Suppliers of Paper Covered Copper Wire (PCCW) can source the CC Rods from reputed manufacturers across the globe and supply the PCCW to BHEL, Jhansi.

This tender is issued, under exceptional situations, and the results of this tender would have no bearing, whatsoever, on the ongoing rate contracts BHEL has with various suppliers, for supply of PCCW.

- 2.0 Requirement :** Sealed tenders are invited in Two-Part Bid system for purchase of COPPER PAPER COVERED COPPER WIRE (PCCW) as per various drawings of BHEL, specifications and terms & conditions mentioned in the Annexures -"I to VII" on, **returnable drum basis**, 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. Should there be 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.

3.0 Pre Qualification Criteria

Offers of those Bidders who meet the Pre-qualification criteria mentioned below will be accepted.
Any deviation from these shall render offer submitted by bidder as rejected :

Sl. no	Criterion	Documents required for evaluation.
1	Should be a valid ISO: 9001 company.	Valid certificate to be submitted.
2	Bidder should be manufacturing & supplying PCCW from their own works to at least 2 major Power Transformer manufacturers (i.e. ABB, Bharat Bijli, Siemens, Areva, / Alsthom, T & R , Toshiba, CGL, TBEA, EMCO & BHEL).	Copies of minimum two Purchase orders along with proof of supply (BHEL SRV , Tax Invoice) for a tonnage of 130 MT (100 MT in case of MSE vendors) , from any of these major transformer manufacturers. The PO dates must be between 01.04.15 to 31.03.2018.
3	Bidder's manufacturing works should be approved for supply of PCCW for 132KV class & above Power Transformers from either M/s NTPC Ltd, M/s PGCIL, M/s NPCIL, Indian Railways (CLW/ RDSO) or State owned Transmission / Generation Companies, as on date of this tender enquiry	Documentary proof of their approval with validity by M/s NTPC Ltd, M/s PGCIL, M/s NPCIL , Indian Railways (CLW/ RDSO) or State owned Transmission / Generation Companies. The document(s) submitted should be valid currently on date of opening of tender.
4	Monthly capacity of the bidder shall be at least 100 MT / month specifically for this Open / Press tender enquiry.	YES / NO (If 'NO' offer shall be rejected).
5	Maximum allowable delivery from date of PO shall not be more than 60 days.	YES / NO (If 'NO' offer shall be rejected).
6	Suppliers from whom the bidder proposes to source CC Rods are to confirm acceptance to supply as per BHEL Specification AA12024 or ASTM B49 (Copper including Silver to be minimum 99.90% , Oxygen content not to exceed 400 ppm and conductivity 100% minimum IACS at 20°C, annealed)	Authorization letter (as per Annexure IV) from the Supplier(s) of CC Rods, on their letterhead , that they shall comply to the specifications of BHEL and also supply the CC Rods to the bidder. This should be duly signed by the authorized signatory of the Supplier of CC Rods.
7	Credentials of the Suppliers from whom the bidder proposes to source CC Rods. The Bidder is to conform acceptance and take responsibility that the CC Rods being sourced meets the specifications of BHEL.	Experience / Performance Certificate, Customer list of the Supplier of CC Rods. The Bidder has to give an undertaking (as per Annexure V) that they that they shall be sourcing CC Rods as per BHEL specifications and that they shall be responsible in case of quality related issues of the PCCW supplied by them

8	EMD: For indigenous bidder: Submission of EMD of Rs. 2 Lakhs is to be done in favour of 'BHARAT HEAVY ELECTRICALS LIMITED. Account details are Account no.: 10670828866, IFSC code: SBIN0003807. This EMD shall be returned to the vendor on submission of CEBG of required value illustrated below. For foreign bidder: Foreign bidders will swift transfer amount equivalent to Rs 2 lac or US \$ 3000/-. Details for swift transfer is as below: SWIFT code: SBININBB498, Account no.: 10670828866, IFSC code: SBIN0003807.. This EMD shall be returned to the vendor on submission of CEBG of required value illustrated below.	YES / NO (If 'NO' offer shall be rejected). Receipt reference to be enclosed. Further, an email of Fund remitted in BHEL account is to be sent to IDs kapilsachan@bhel.in, arunverma@bhel.in, jitendra.yadav@bhel.in, pawan.agrawal@bhel.in.
9	Contract Execution Bank Guarantee (CEBG) : For indigenous bidders: Confirmation by indigenous bidder that on being awarded the contract they (bidder) will submit CEBG of Rs. 25 Lakhs within 15 days of award of contract. This CEBG will have to be valid for 7 months from date of award of rate contract with a further claim period of 3 months i.e. total of 10 months. For foreign bidders: Confirmation by Foreign bidders that on award of contract they will give a CEBG of amount equivalent to Rs 25 lacs in US dollar (computed at exchange rate as per SBI TT selling rate as on date of Techno - commercial bid Part I opening date) with validity for 7 months from date of award of rate contract with a further claim period of 3 months i.e. total of 10 months. In lieu of CEBG they can swift transfer equivalent amount to BHEL, Bhopal's account at SWIFT code: SBININBB498, , Account details are Account no.: 10670828866, IFSC code: SBIN0003807..	YES / NO (If 'NO' offer shall be rejected).

- For EMD waiver / waiver refer clause no. 22(b) of our General Terms Condition (GTC).
- Offers with absence of / incomplete documentation shall be rejected.
- Offers of the existing vendors of BHEL RC No. E7073012 have to provide "**Undertaking**" as per **annexure VI**. In the absence of the same, their offer will not be considered in this enquiry.

4.0 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 against the rate contract.

The 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.

The quoted 'fabrication rate' shall be inclusive of all tooling cost, covering paper/insulation cost, packing, finance, handling & forwarding charges and shall be strictly in accordance with the requirement of price format annex. VII, and no extra charges shall be payable on whatsoever account.

5.0 Procedure for Bid submission :- Offer shall be submitted by the bidders in two parts;-

- Part – I Technical cum Commercial bid
- Part - II Price bid

Both Part –I & Part –II of the offer shall be kept in two separate sealed envelopes duly super scribed as Part - I '**Technical cum Commercial bid**' and Part - II '**Price bid**'. The enquiry number and due date shall also be super scribed on both the envelopes.

Part-I of the bid shall contain complete details of the product offered, filled in 'INTEGRITY PACT' in original, duly signed by the authorized signatory of the vendor who signs the bid and acceptance to the following:-

- Instruction to bidders containing Commercial Terms & Conditions applicable for tender enquiry of - PAPER COVERED COPPER WIRE (PCCW) under RC - **Annexure – I**.
- Techno – commercial format – **Annexure - II**

- (iii) Price format - **Annexure VII.**
- (iv) General 'Terms and conditions of enquiry (JHS 2055A) for and BHEL PO Terms and Conditions as available on "Supplier Information Portal".
- (v) Integrity Pact

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. Copy of un-priced bid part-II with status "**quoted (Q) & un - quoted (NQ)**" must accompany bid part-I.

- 6.0 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.

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)."

- 7.0 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 and based on the LME CSP, exchange rate 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 landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening.

Evaluation of items shall be done on overall L1 basis.

- 8.0 Technical Parameters and Tendered Quantity:-** The PAPER COVERED COPPER WIRE (PCCW) shall conform to the latest revision of the purchase specifications. CC Rods and Insulating paper shall comply with specification AA 12024 & AA 21111 respectively. BHEL QA plan QC/TCB/QAP/BO/56 and / or customer approved QA plan to be followed strictly. Wherever called in PO, CC rods, Insulating paper etc. is to be used of approved vendors of customer. All available Sources of CC Rods and Insulating Paper to be informed by the bidder in Annex-II. 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 Jhansi.

Tentative quantity break up is mentioned below;

(all qty in MT)

S.N.	Basis of quote	Qty (MT)	Purchase spec
1.1	Ordinary Paper Covered Copper Wire (PCCW)	188	AA 28125
1.2	Proof Stress PCCW	268	AA 28128
1.3	Bunched PCCW	268	AA 28125
1.4	Bunched PCCW with Proof Stress	176	AA 28128
Total		900	

Important note:

- Item wise above quantity is our estimate and vary in any ratio within the items but shall be limited to +/- 30% of total quantity awarded to vendor.
- Bids shall be evaluated on overall L1 basis (weighted average). Hence, Bidders shall have to quote for each of the items else their offer shall be rejected.
- Above quantities are covered weights which include paper covering of Kraft insulating paper.

9.0 Pricing Terms :- Material will be supplied on finished basis as per pricing terms given below:-**For Indigenous bidders:**

- A) **LME CSP for Copper & Exchange rate for US \$:-** LME CSP will be corresponding to 3rd LME working day from the date of letter of intent (LOI) / instruction for copper booking (excluding date of LOI) and Exchange rate shall be RBI USD rate + 0.20 of date next to date of LME CSP. In case of RBI holiday, exchange rate of next working day shall be considered.
Exchange rate (rounding off upto two decimal places) available on RBI website shall be considered.
- B) **Premium (USD / MT):-** To be quoted by the bidders.
- C) **Multiplication factor (MF):-** This will be equivalent to effective customs duty (net of ITC) on CC Rods at the time of copper booking and subject to change in case customs duty structure on CC rods changes. Present it is 1.055 maximum. **Change in MF (without change in customs duty) by indigenous CC rods producers will not be entertained.**
- D) **Copper Rate:-** (LME + Premium) X Exchange rate X MF.
- E) **Fabrication Rate:-** Bidders to quote as per price format – Annexure – VII.
- F) **PO Rate:-** Sum of D + E

For foreign bidders:

Copper rate: (LME CSP + Premium) converted into foreign currency

Fabrication rates: In foreign currency / kg inclusive of all possible extras to be quoted in price bid // annexure – VII

Premium & fabrication rate shall be firm throughout the validity of the contract. The fabrication rate shall be inclusive of all tooling cost, covering paper/insulation cost, packing, freight, insurance and 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 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 and also regardless of whether Reverse Auction is conducted or not.
- The packing material i.e. drums on which the 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.**

10.0 PVC (Price variation Clause) Applicable: Yes as per pricing Terms above.**11.0 Transit Insurance:** - By the bidder.

12.0 Number of Suppliers:- We need 4 suppliers for execution of this contract and the tentative distribution of quantities among L1, L2, L3 & L4 would be in the ratio of **37:29:19:15**. 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. Quantity distribution to bidders shall be limited to (n-1) limited to 4 bidders where n is number of techno – commercially qualified bidders and shall be as shown below.

No of vendors	L1	L2	L3	L4	Total
1	100				100
2	70	30			100
3	48	32	20		100
4	37	29	19	15	100

13.0 Vendors Approved by BHEL's Customers:- Bidders may note that PAPER COVERED COPPER WIRE (PCCW) for most of the customers is 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 depending upon the nature of orders received by BHEL on account of sourcing from customer approved vendors.

14.0 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.

15.0 Quantity Tolerance :- Against individual P.O. items quantity tolerance shall be $\pm 2\%$. However, requirements such as the specified length/No. of pieces and other dimensions shall be strictly adhered to.

16.0 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 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 revised from time to time 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

17.0 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.

18.0 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) .

19.0 Payments Terms: -

Indigenous bidders : 100% payment after 60 days of receipt (45 days for MSE / NSIC registered suppliers as per relevant act n force), subject to acceptance of material at BHEL, on direct presentation of the documents.

In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. 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.

In case LC payment terms for indigenous bidders are accepted by the competent authority, offers with interest free Usance period less than 90 days (45 days for MSEs vendors & subject to submission of Udyog Aadhar Memorandum) shall be liable for rejection

Foreign bidders: 100% against irrevocable, unconfirmed LC, payable within 120 days of the bill of lading (BL) date. 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 (as on date of Part I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise.

Payment terms of CAD payable on 120th day of BL / HAWB date shall be preferred.

20.0 Terms of delivery:-

For indigenous vendors: On FOR destination basis.

For foreign vendors:

(i) Goods shall be dispatched by sea on CIF/CFR ICD, Mandideep, Madhya Pradesh on FCL Cargo basis, unless stated otherwise in the enquiry or purchase order.

(ii) In the event of bidder offering CFR or CIF delivery terms for delivery in FCL(Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period.

(iii) Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.

- 21.0 Validity of Rate Contract:-** The rate contract shall be valid for four months 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 4 months (or part thereof) on mutual consent.

Regular PO on need basis will be placed by BHEL as and when required under the provision and during the validity of the rate contract.

- 22.0 Short Closure of RC:** BHEL reserves the right to short close the FA / RC at any point of time during validity of the contract.

- 23.0 Validity of Offer :-** Offer should be valid for a period of 90 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.

- 24.0 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. Bidders are requested to give specific acceptance for penalty clause. Date of receipt of material at BHEL works i.e. CISF date will be considered as proof of delivery for calculating delayed performance in case of indigenous vendors. In case of foreign vendors, B/L/ date shall be taken as proof of delivery. Failure on the part of the bidder to accept above clause will attract the loading of 10% on the quoted price for the purpose of evaluation.

- 25.0 Integrity Pact (IP) – Independent external monitor (IEM) :-**

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.

A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

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. 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.

Details of IEM for this tender is furnished below:

Name: Shri D.R.S Chaudhary, IAS (Retd.)

Address: E-1/164 Arera Colony Bhopal 462016

Email: dilip.chaudhary@icloud.com

(b) 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

For all clarifications/ issues related to the tender, Please contact:

Name: (1) Naveen Mahaseth (2) A.K.Verma

Deptt : Material Management

Address : PO khailar, BHEL Jhansi-284120

Phone : (Landline/ Mobile)

(1) 0510-241 2329/2460 (2) 8765956505 / 9425604688

Email: nkmahaseth@bhel.in, arunverma@bhel.in

Fax: 0510-2412120

- 26.0** Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions, if any, for this enquiry shall only prevail.

- 27.0 Annexure 'II'** duly filled must be submitted along with bid part – I, by the bidder.

(Naveen Mahaseth)
Sr. PO (MM)

**Techno – commercial format for FA / RC under enquiry E0682038 – RC for PAPER COVERED
COPPER WIRE (PCCW) for indigenous vendors**

SL. NO.	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER
1	Name of the supplier	
2	Name & designation of the contact person	
3	Address of the works at which inspection / delivery is offered.	
4	Complete acceptance to Technical Terms & conditions including Technical/Purchase Specs as mentioned in Annex. – I.	☐ Accepted
5	Complete acceptance to all terms & conditions of tender enquiry as mentioned in Annex.-I	☐ Accepted
6	Acceptance for finalization of Price bid part-II through on line bidding (Reverse Auction).	☐ Accepted
7	Specify Make of (i) Kraft insulating paper (ii) CC Rods (iii) Any other items used in manufacturing of PCCW (specify) (enclose specimen test certificate for all above input material to be attached)	☐ Enclosed
8	*Acceptance for the final inspection of material after receipt at BHEL works and results shall be binding on the supplier.	☐ Accepted
9	Quoted delivery in number of days for contractual purposes on FOR destination basis from date of PO.	
10	Monthly committed capacity against this tender for BHEL on finished basis which shall not change during tenure of this contract. (BHEL desires quoted capacity @ 150-200 MT / month.)	
11	Applicable GST (mention NA if not applicable)	
	A. IGST@	 %
	B. CGST @	 %
	C. SGST @	 %
12	*Acceptance to Pricing Terms as per sl.no: 9 of annexure – I.	☐ Accepted
13	*Acceptance for Undertaking as per Annexure VI(applicable to existing RC No. E7073012 vendors).	☐ Accepted
14	*Acceptance to bid evaluation criterion at sl.no. 7 of annexure – I	☐ Accepted
15	Acceptance of penalty @ ½ % per week or part there of subject to max. of 10% for delay in supply beyond agreed delivery as per sl.no 24 of annexure – I.	☐ Accepted
16	Acceptance to payment terms as per sl.no 19 of annexure – I. 100% payment after 60 days of receipt (45 days for MSE registered suppliers as per relevant act n force), subject to acceptance of material at BHEL.	☐ Accepted ☐ MSEs ☐ 60 days
17	*Acceptance to rejection replacement clause as per sl.no. 17 of annexure - I.	☐ Accepted
18	Validity of offer to be reckoned from the date of bid Part-I opening and it will be 90 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract	☐ Accepted
19	Acceptance to procurement of PCCW through customer approved vendors as per sl.no. 13 in annexure – I	☐ Accepted
20	Acceptance to RC quantity distribution as per sl.no 12 of annexure – I.	☐ Accepted
21	Price format (Annexure – VII) submitted in un - priced condition with 'Q (Quoted)' OR 'NQ (Not Quoted)' status with bid part – I.	☐ Yes
22	Acceptance to short closure clause as per sl.no. 22 of annexure – I.	☐ Accepted
23	Integrity Pact submitted in original duly signed	☐ Yes
24	Acceptance to Guarantee clause as per sl.no. 14 of annexure – I.	☐ Accepted

*In case of non-acceptance to these clauses, your bid may be liable for rejection.

**Techno – commercial format for FA / RC under enquiry E0682038 – RC for PAPER COVERED
COPPER WIRE (PCCW) for foreign vendors**

SL. NO.	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER
1	Name of the supplier	
2	Name & designation of the contact person	
3	Address of the works at which inspection / delivery is offered.	
4	Currency of quotation	
5	Complete acceptance to Technical Terms & conditions including Technical/Purchase Specs as mentioned in Annex. – I.	☐ Accepted
6	Complete acceptance to all terms & conditions of tender enquiry as mentioned in Annex.-I	☐ Accepted
7	Acceptance for finalization of Price bid part-II through on line bidding (Reverse Auction).	☐ Accepted
8	Specify Make of (iv) Kraft insulating paper (v) CC Rods (vi) Any other items used in manufacturing of PCCW (specify) (enclose specimen test certificate for all above input material to be attached)	☐ Enclosed
9	*Acceptance for the final inspection of material after receipt at BHEL works and results shall be binding on the supplier.	☐ Accepted
10	Delivery term- ICD Mandideep dry port Quoted delivery in number of days from date of PO for contractual purposes on ICD Mandideep dry port.basis.	
11	Monthly committed capacity against this tender for BHEL on finished basis which shall not change during tenure of this contract. (BHEL desires quoted capacity @ 150-200 MT / month.)	
12	All taxes & duties applicable outside India will be borne by supplier	☐ Accepted
13	*Acceptance to Pricing Terms as per sl.no: 9 of annexure – I.	☐ Accepted
14	*Acceptance to bid evaluation criterion at sl.no. 7 of annexure – I	☐ Accepted
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1	Should be a valid ISO: 9001 company.	Valid certificate to be submitted.	☐ Attached
2	Bidder should be manufacturing & supplying PCCW from their own works to at least 2 major Power Transformer manufacturers (i.e. ABB, Bharat Bijli, Siemens, Areva, / Alstom, T & R , Toshiba, CGL, TBEA, EMCO & BHEL).	Copies of minimum two Purchase orders along with proof of supply (BHEL SRV , Tax Invoice) for a tonnage of 130 MT (100 MT in case of MSE vendors) , from any of these major transformer manufacturers. The PO dates must be between 01.04.15 to 31.03.2018.	☐ Document Submitted
3	Bidder's manufacturing works should be approved for supply of PCCW for 132KV class & above Power Transformers from either M/s NTPC Ltd, M/s PGCIL, M/s NPCIL, Indian Railways (CLW/ RDSO) or State owned Transmission / Generation Companies, as on date of this tender enquiry	Documentary proof of their approval with validity by M/s NTPC Ltd, M/s PGCIL, M/s NPCIL , Indian Railways (CLW/ RDSO) or State owned Transmission / Generation Companies. The document(s) submitted should be valid currently on date of opening of tender.	☐ Document Submitted
4	Monthly capacity of the bidder shall be at least 100 MT / month specifically for this Open / Press tender enquiry.	YES / NO (If 'NO' offer shall be rejected).	☐ Confirmed
5	Maximum allowable delivery from date of PO shall not be more than 60 days.	YES / NO (If 'NO' offer shall be rejected).	☐ Confirmed
6	Suppliers from whom the bidder proposes to source CC Rods are to confirm acceptance to supply as per BHEL Specification AA12024 or ASTM B49 (Copper including Silver to be minimum 99.90% , Oxygen content not to exceed 400 ppm and conductivity 100% minimum IACS at 20°C, annealed)	Authorization letter (as per Annexure IV) from the Supplier(s) of CC Rods, on their letterhead , that they shall comply to the specifications of BHEL and also supply the CC Rods to the bidder. This should be duly signed by the authorized signatory of the Supplier of CC Rods.	☐ Attached
7	Credentials of the Suppliers from whom the bidder proposes to source CC Rods. The Bidder is to conform acceptance and take responsibility that the CC Rods being sourced meets the specifications of BHEL.	Experience / Performance Certificate, Customer list of the Supplier of CC Rods. The Bidder has to give an undertaking (as per Annexure V) that they that they shall be sourcing CC Rods as per BHEL specifications and that they shall be responsible in case of quality related issues of the PCCW supplied by them	☐ List Enclosed ☐ Attached

8	EMD: For indigenous bidder: Submission of EMD of Rs. 2 Lakhs is to be done in favour of ' BHARAT HEAVY ELECTRICALS LIMITED. Account details are Account no.: 10670828866, IFSC code: SBIN0003807. This EMD shall be returned to the vendor on submission of CEBG of required value illustrated below. For foreign bidder: Foreign bidders will swift transfer amount equivalent to Rs 2 lac or US \$ 3000/-. Details for swift transfer is as below: SWIFT code: SBININBB498, Account no.: 10670828866, IFSC code: SBIN0003807.. This EMD shall be returned to the vendor on submission of CEBG of required value illustrated below.	YES / NO (If 'NO' offer shall be rejected). Receipt reference to be enclosed. Further, an email of Fund remitted in BHEL account is to be sent to IDs kapilsachan@bhel.in, arunverma@bhel.in, jitendra.yadav@bhel.in, pawan.agrawal@bhel.in.	☐ Yes ☐ Attached
9	Contract Execution Bank Guarantee (CEBG) : For indigenous bidders: Confirmation by indigenous bidder that on being awarded the contract they (bidder) will submit CEBG of Rs. 25 Lakhs within 15 days of award of contract. This CEBG will have to be valid for 7 months from date of award of rate contract with a further claim period of 3 months i.e. total of 10 months. For foreign bidders: Confirmation by Foreign bidders that on award of contract they will give a CEBG of amount equivalent to Rs 25 lacs in US dollar (computed at exchange rate as per SBI TT selling rate as on date of Techno - commercial bid Part I opening date) with validity for 7 months from date of award of rate contract with a further claim period of 3 months i.e. total of 10 months. In lieu of CEBG they can swift transfer equivalent amount to BHEL, Bhopal's account at SWIFT code: SBININBB498, , Account details are Account no.: 10670828866, IFSC code: SBIN0003807..	YES / NO (If 'NO' offer shall be rejected).	☐ Yes

Offers with absence of / incomplete documentation shall be rejected.

**UNDERTAKING TO BE PROVIDED ON LETTERHEAD OF SUPPLIER OF
CC RODS)**

Date : _____

AGM / MM
BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
UTTAR PRADESH , INDIA

Dear Sir,

We, M/s _____, an established manufacturer of Continuous Cast Copper Wire Rods (CC Rods), having office at _____ and works at _____, do hereby confirm that we shall be providing back up support arrangement for supply of CC Rods to _____ (Bidder) , as per BHEL specifications AA12024 or ASTM B49 (Copper including Silver to be minimum 99.90% , Oxygen content not to exceed 400 ppm and conductivity 100% minimum IACS at 20°C, annealed)) so as to enable them to bid, negotiate and conclude the contract against your Enquiry number **E0682038.**

Thanking you,

Authorized Signatory

(UNDERTAKING TO BE PROVIDED ON LETTERHEAD OF BIDDER)

Date : _____

AGM / MM
BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
UTTAR PRADESH , INDIA

Dear Sir,

We, M/s _____, an established manufacturer of Paper Covered Copper Wire (PCCW), having office at _____ and works at _____, do hereby confirm that we shall be sourcing CC Rods from sources against your Enquiry number **E0682038**

- 1.**
- 2.**
- 3.**
- 4.**
- 5.**

We confirm that the CC Rods being sourced by us meets the specifications of BHEL and we shall be responsible in case of quality related issues of the PCCW supplied by us..

Thanking you,

Authorized Signatory

**(UNDERTAKING TO BE PROVIDED ON LETTERHEAD OF BIDDER WITH
WHOM BHEL HAS RC NO. E7073012)**

Date : _____

AGM / MM
BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
UTTAR PRADESH , INDIA

Dear Sir,

We, M/s _____, an established manufacturer of Paper Covered Copper Wire (PCCW), having office at _____ and works at _____, are already committed to supply PCCW as part of RC No. E7073012 and do hereby confirm that we will meet all commitments not only of existing RC No. E7073012 but also of this fresh Enquiry number E0682038.

We further confirm that the prices quoted by us in this enquiry **(E0682038)** will not have any impact on the existing RC No. E7073012. We shall continue to honour the commitment including **Price, Terms & Conditions** of the existing RC No. E7073012 awarded by Bhopal Unit.

Thanking you,

Authorized Signatory

PRICE BID, FOR ENQUIRY NO. E0682038 for indigenous vendors

1	Name & Address of the supplier				
2	Enquiry Item NO.	Item no.1	Item no.2	Item no.3	Item no.4
3	Items Qty, Kg	188000	268000	268000	176000
4	Rate schedule : PO rate on F.O.R. destination basis shall consist AA) Copper Rate and BB) Fabrication Rate as below:				
AA)	Copper Rate shall be calculated as below				
i	LME CSP Rate for Copper Grade A		3rd LME working day from date of LOI.		
ii	Exchange rate RBI USD +0.20		Next working day of copper booking.		
ii	Premium, USD/MT Bidder to quote			Applicable to all items	
iv	*Multiplication factor (bidders to quote but limited to 1.055 maximum)			Applicable to all items	
v	Copper rate Rs./Kg=	((LME CSP Rate+ Premium) x Multiplication factor x Exchange rate),			
BB)	Fabrication rate in Rs. / kg basis:				
	Fabrication rates (in figure)				
	Fabrication rates (in words)				
CC)	PO Rate = Copper Rate + Fab.= AA + BB				

Note:- *Multiplication Factor of 1.055 is equivalent to effective customs duty (net of ITC) on CC Rods and subject to change in case customs duty structure on CC rods changes. **Change in MF (without change in customs duty) by indigenous CC rods producers will not be entertained.**

PRICE BID, FOR ENQUIRY NO. E0682038 for foreign vendors

1	Name & Address of the supplier				
2	Enquiry Item NO.	Item no.1	Item no.2	Item no.3	Item no.4
3	Items Qty, Kg	188000	268000	268000	176000
4	Rate schedule : PO rate on CFR ICD Mandideep basis shall consist AA) Copper Rate and BB) Fabrication Rate as below:				
AA)	Copper Rate shall be calculated as below				
i	LME CSP Rate for Copper Grade A	3rd LME working day from date of LOI.			
ii	Premium, USD/MT Bidder to quote		Applicable to all items		
iii	Copper rate USD/Kg=	((LME CSP Rate+ Premium)			
iv	Copper rate in Foreign Currency/Kg =				
BB)	Fabrication rate in foreign currency/kg on CFR ICD Mandideep basis:				
	Fabrication rates (in figure)				
	Fabrication rates (in words)				
CC)	PO Rate = Copper Rate + Fab.= AA + BB				