 BHEL Tenders		Government eProcurement System			
		Tender Details		Date : 23-Oct-2023 01:33 PM	
				Print	
Basic Details					
Organisation Chain	Bharat Heavy Electricals Limited TP-Jhansi MM-CDC Central Material Management 6 - Copper Based Raw Materials, Picc				
Tender Reference Number	E0839001				
Tender ID	2023_BHEL_29715_1	Withdrawal Allowed	Yes		
Tender Type	Open Tender	Form of contract	Buy		
Tender Category	Goods	No. of Covers	2		
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes		
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No		
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No		
Cover Details, No. Of Covers - 2					
Cover No	Cover	Document Type	Description		
1	Fee/PreQual/Technical	.pdf	PART-I		
		.pdf	SAMPLE ANNEXURE		
2	Finance	.xls	PART-II		
Tender Fee Details, [Total Fee in ₹ * - 0.00]				EMD Fee Details	
Tender Fee in ₹	0.00	Fee Payable To	Nil	EMD Amount in ₹	0.00
Fee Payable At	Nil	Fee Payable At	Nil	EMD through BG/ST or EMD Exemption Allowed	No
Tender Fee Exemption Allowed	No			EMD Fee Type	fixed
				EMD Percentage	NA
				EMD Payable To	Nil
				EMD Payable At	Nil
Click to view modification history					
Work / Item(s)					
Title	ESTABLISHING RC FOR PROCUREMENT OF BARE COPPER				
Work Description	PROCUREMENT OF BARE COPPER IN REEL				
Pre Qualification Details	AS PER TENDER DOCUMENT				
Independent External Monitor/Remarks	AS PER TENDER DOCUMENT				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Metals - Non Ferrous	Sub category	COPPER CONDUCTOR
Contract Type	Rate Contract	Bid Validity(Days)	120	Period Of Work(Days)	90
Location	BHEL JHANSI	Pincode	284120	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	BHEL JHANSI
	No		No		

Should Allow NDA Tender		Allow Preferential Bidder	
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Critical Dates

Publish Date	23-Oct-2023 02:00 PM	Bid Opening Date	31-Oct-2023 02:00 PM
Document Download / Sale Start Date	23-Oct-2023 02:05 PM	Document Download / Sale End Date	31-Oct-2023 01:15 PM
Clarification Start Date	23-Oct-2023 02:10 PM	Clarification End Date	31-Oct-2023 01:00 PM
Bid Submission Start Date	23-Oct-2023 02:20 PM	Bid Submission End Date	31-Oct-2023 01:15 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	TENDER DOCUMENT	13697.79
	2	Tendernotice_2.pdf	SAMPLE ANNEXURE	1064.34

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_31009.xls	PRICE BID	275.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	nkmahaseth@bhel.in	NAVEEN K MAHASETH	NAVEEN KUMAR MAHASETH
2.	shravan.kumar@bhel.in	SHRAVAN KUMAR	SHRAVAN KUMAR
3.	monohar@bhel.in	MONOHAR KUMAR	MONOHAR KUMAR
4.	sjaiswal@bhel.in	Satyendra Jaiswal	SATYENDRA JAISWAL

GeMARPTS Details

GeMARPTS ID	G3708F6G26RD
Description	BARE COPPER CONDUCTOR
Report Initiated On	23-Oct-2023
Valid Until	22-Nov-2023

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	3
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority



BHARAT HEAVY ELECTRICALS LTD.
 (A GOVT. OF INDIA UNDERTAKING)
 P.O BHEL Jhansi - 284120, INDIA
 Tel.:0510-277001/2412260
 Website : jhs.bhel.com

PURCHASE ENQUIRY

ENQ NO/DT:	E0839001	23/10/23	PAGE 1 6
REV NO/DT:	0	23/10/23	

PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS AND REMARK MENTIONED UNDERNEATH.	
Enq Due on:	31-10-23 TUESDAY
Close at:	13:15 Open at:14:00
Matcat:	081007 BARE COPPER CONDUCTO
Validity:	120 days from Technical bid opening date
IEM:	
TOP:	See Special Remarks
RA:	BHEL reserves the right to conduct RA
Est. Value:	Item wise
Bid Type:	TWO BID
Tot Item:	1
Delivery:	FOR Jhansi
E-Proc:	Yes

REQUIRED: TEST CERT/ GUARANTEE CERT

ITEM NO :	1	PSL QTY/UM:	20000.00 KG
MATL CODE :	TR770570P613	PO QTY /UM:	20000.00 KG
DESTINATION:	JS		

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
RECTANGULAR BARE COPPER CONDUCTOR	NOV-23	10000.00
AS PER CPS AAL2007,REV 04.	DEC-23	10000.00
MAX Thickness SHALL BE 08 MM AND MAX WIDTH SHALL BE 16 MM. (Detailed description giving size/ CPS,QUALITY PLAN and annexure will be given with each order).		

SPECIAL REMARKS:

- ENQUIRY IS FLOATED IN "TWO BID" SYSTEMS THROUGH E-PROCUREMENT (<https://eprocurebhel.co.in>) FOR PROCUREMENT OF COPPER CONDUCTOR AS PER TENDER DOCUMENT ANNEXURE-I TO ANNEXURE-IV.
- ALL THE TENDER DOCUMENTS SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS OF ENQUIRY IS UPLOADED AT OUR E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>. REFER TENDER DOCUMENT.
- PLEASE READ ALL THE DOCUMENT CAREFULLY BEFORE SUBMITTING THE OFFER.
- DULY FILLED, SIGNED AND STAMPED COPY OF TENDER DOCUMENTS, SPECIFICATIONS, GTC OF ENQUIRY AND PQR RELATED SUPPORTING DOCUMENTS SHALL BE UPLOADED AT E-PROCUREMENT PORTAL (<https://eprocurebhel.co.in>) FAILING WHICH OFFER MAY LIABLE FOR REJECTION.
- SUBMISSION OF TENDER DOCUMENT THROUGH OTHER MODE SHALL NOT BE ACCEPTED.
- BIDDERS SHALL QUOTE THEIR RATES AS PER PRICE BOQ FORMAT UPLOADED ON E-PROCUREMENT PORTAL ELSE OFFER SHALL BE REJECTED.
- INSPECTION SHALL BE DONE BY BHEL AT BHEL JHANSI AND AS PER TENDER DOCUMENT.
- BHEL WILL CONDUCT REVRESE AUCTION AS PER TENDER DOCUMENT ANNEXURE-I.

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc, failing which you may not be considered for sending future enquiries.

ENCLOSERS:

Navas
23/10/23.

FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD

NAVEEN
23/10/23
NAVEEN KR MAHASETH
MANAGER (CMM)
Email:-nkmahaseth@bhel.in

***** END OF PURCHASE ENQUIRY *****

NOTE :

- * THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A Rev 03) WHICH ARE UPLOADED AT <https://jhs.bhel.com/apps/sip/index.php> AT (TERMS & CONDITION -> FOR ENQUIRY) LINK, ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUER THE PARTICIPATION BY THE BIDDER IN ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS AND CONDITIONS OF ENQUIRY.
- * SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT' 2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SAPARATELY IN THE INVOICE.
- * FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- * IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.
- * Reference Sl. No. 2(B) of General Terms and Conditions regarding option for offer submission through Email addressed to tenderbox.jhs@bhel.in , please note that the maximum mail size including attachments should not exceed 15 MB , otherwise the offer shall not be delivered due to size limitation and bidder sending mail attachments more than 15 MB will have no claim whatsoever on the subject tender . Also due to any technical snag , if offer has not reached tenderbox.jhs@bhel.in , it will be bidder's sole responsibility to ensure offer submission through alternate routes before the due date and time .BHEL will not entertain any such claim for non-receipt of offer on time .

NAVEEN
23/10/23

1744153/2023/TP-MM

Terms & Conditions for supply of Bare Copper Conductors on finished basis against Enquiry No. E0839001 through E-procurement.

1. **General:-** E-tenders are invited in Two-Part Bid system for purchase of BARE Copper conductors as per various drawings/ Specifications and terms & conditions mentioned in the Annexures -"I to IV" on finished & returnable drum 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, purchase order, 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.

Please upload your best quotation/ offer on <https://eprocurebhel.co.in> for the requirement strictly as per schedule of price format before due date & time as mentioned in "PURCHASE ENQUIRY".

Your best quotation/offer for the requirement mentioned in "PURCHASE ENQUIRY", in line with our terms and conditions, should be submitted online via e-procurement system only. It shall be the responsibility of the bidder to ensure that the Tender is submitted on or before the due date. Part-I bids shall be opened through e-procurement Portal. Detailed Tender documents can be downloaded from the following websites: - a) <https://eprocurebhel.co.in/> b) www.bhel.com

2. **Procedure for Bid submission :-** Offer shall be submitted by the bidders in two parts:-

Part - I Technical cum Commercial bid

- 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 filled, signed & sealed copy of **Annexure-II**.
- (iii) Duly filled, signed & sealed copy of Qualifying Requirement (PQR) **Annexure- III** with authenticated copy of all supporting documents.
- (iv) Un-price format- **Annexure-IV**.
- (v) Duly sealed and signed copy General Terms and Conditions (GTC) Rev-3 of Enquiry and specification AA12007 Rev 04.

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

Bidders to mandatorily put sign and seal on all documents before uploading at e-procurement cite <https://eprocurebhel.co.in>

Part - II Price bid

Bidders have to quote their rate in as per attached Price BOQ formats only. Price bid form are to be filled in e-procurement module using Class-III digital signature.

Both Part -I (**Technical cum Commercial bid**) & Part -II (**Price bid as per uploaded Price BOQ formats**) of the offer shall be duly filled, sealed and signed copy to be uploaded by bidders at e-procurement site only.

Note: -

ANNEXURE - I

Terms & Conditions for supply of Bare Copper Conductors on finished basis against Enquiry No. E0839001 through E-procurement .

- . Please note that Part Supplies offered for tender BOQ shall disqualify the bidder's offer.
 - . Documents and Credential as per Technical & Financial PQR, Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.
 - . Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
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 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 bid opening date (bid part-I) and based on the LME CSP & FBIL USD rate (US\$-INR) prevailing on the date of bid opening date (bid part-I).
If LME CSP rate and FBIL USD rate is not available on Part-I bid opening date due to holiday then LME CSP rate and FBIL USD rate prior to Part-I bid opening date shall be considered. 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. Although there are 7 items in purchase enquiry and all the 7 items are categorized in three items as per Para-6 below. Accordingly evaluation shall be done for these 3 category items as mentioned at Para-6 below.

6. **Technical Parameters and Tendered Quantity:-** Refer Purchase enquiry details.

Important note:

- Item quantity may vary $\pm 30\%$ of total quantity awarded to vendors.

7. **Pricing Terms :-** Material will be supplied on finished basis as per pricing terms given below:-

1744153/2023/TP-MM

Terms & Conditions for supply of Bare Copper Conductors on finished basis against Enquiry No. E0839001 through E-procurement.

- A) **LME CSP for Copper & Exchange rate for US \$:-** LME CSP & Exchange rate will be corresponding to 3rd LME working day from the date of letter of intent (LOI) / instruction for copper booking (excluding date of LOI). Exchange rate shall be FBIL USD rate + 0.10. In case of RBI holiday on the 3rd LME working day, then exchange rate of next working day shall be considered.

Exchange rate (rounding off upto two decimal places) available on FBIL website shall be considered.

- B) **Premium (USD / MT):-** 190. This will be firm through out the validity of contract.

- C) **Multiplication factor (MF) :-** 1.055*

*This is as per notional customs duty, presently it is 1.055

- D) **Copper Rate (Rs / Kg):-** (LME CSP + Premium) X Exchange rate X MF/1000.

- E) **Fabrication Rate (Rs / KG):-** To be quoted by bidders in E-procurement Price BOQ format.

- F) **PO Rate:** - Sum of D + E.

Premium & fabrication rate shall be firm throughout the validity of the contract. The fabrication rate shall be inclusive of all tooling cost, enameling /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 conductor etc.
- Bidders shall quote their most competitive rates, which shall be valid regardless of the quantity that may be awarded to them.
- Rate quoted on other base prices shall be rejected.

The packing material i.e. drums on which the BARE Copper Conductors 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.**

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

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

10. **Number of Suppliers:** - We need 2 suppliers for SI no- 3 as mentioned at Para-6 for execution and the tentative distribution of quantities among L1 & L2 would be in the ratio of **70:30**. 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 2 bidders where n is number of techno – commercially qualified bidders and shall be as shown below.

n	L1	L2	TOTAL
1	100	-	100
2	70	30	100

11. **Vendors Approved by BHEL's Customers:** - Bidders may note that BARE Copper Conductors 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

ANNEXURE - I

Terms & Conditions for supply of Bare Copper Conductors on finished basis against Enquiry No. E0839001 through E-procurement .

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.

12. **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.
13. **Inspection of material:** -
Test Certificates shall be as per annexures provided at the time of issuing of purchase order, purchase specifications, QA plan etc. and must accompany with each lot against supply. 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.
14. **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.
15. **Taxes & Duties:** - All taxes & duties shall be paid extra and 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).
16. **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.

For more details refer clause 15 of General terms and conditions of enquiry rev03.
17. **Terms of delivery:** - On FOR BHEL Jhansi basis.
18. **Validity of Rate Contract:** - The rate contract shall be valid for 3 months for ordering (i.e. for issue of purchase order/ issue of letter of intent (LOI)).
19. **Guarantee Clause:** - As per Clause no:17 of GTC of enquiry rev 03.
20. **Short Closure:** - BHEL reserves the right to short close tender at any point of time during validity of the tender.
21. **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.
22. **Levy of Penalty for delayed performance:** - As per Clause no: 8 of GTC of enquiry rev 03.
23. Compliance to **Make In India** circular issued by Gov.

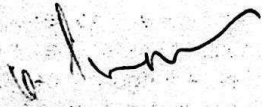
"For this procurement the local content to categorize a supplier as a class-I local supplier/ Class-II local supplier / Non local supplier and purchase preference to Class-I local supplier is, as defined in Public Procurement (Preference to Make in India) order 2017 dated 16.09.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall

1744153/2023/TP-MM

Terms & Conditions for supply of Bare Copper Conductors on finished basis against Enquiry No. E0839001 through E-procurement.

be applicable even if issued after issue of this NIT. but before opening of Part-II bids against this NIT."

24. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents
25. Standard pre-printed terms & conditions of the tenderers may not be considered valid and offer may liable for rejection.
26. All the above tender documents shall automatically become a part of the Order/Contract after its finalization.
27. All corrigenda addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.bhel.com & <https://eprocurebhel.co.in> under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender.
28. Bidders to submit their offers strictly in line with the form available at e-procurement portal.
29. 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 rev 03 of enquiry shall only prevail.



**K.Saravanan
DGM(CMM)**



**Naveen Mahaseth
Mgr (CMM)**

1744153/2023/TP-MM
 Techno-commercial format for enquiry E0839001 for supply of Bare Copper Conductors on finished basis through E-procurement.

SL. NO.	DESCRIPTION	BIDDERS RESPONSE
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 Annexure. – I.	<input type="checkbox"/> Accepted
5	Complete acceptance to all terms & conditions of tender enquiry as mentioned in Annexure.-I	<input type="checkbox"/> Accepted
6	Acceptance for finalization of Price bid part-II through on line bidding (Reverse Auction).	<input type="checkbox"/> Accepted
7	*Acceptance for the final inspection of material after receipt at BHEL works and results shall be binding on the supplier.	<input type="checkbox"/> Accepted
8	Quoted delivery in number of days for contractual purposes on FOR destination basis from date of LOI. Desired delivery period is 56 days maximum.	_____ Days
9	Monthly committed capacity against this tender for BHEL on finished basis. Desired monthly requirement is 8000 kg	_____ Kg
10	Applicable GST (mention NA if not applicable)	
	A. IGST@ %
	B. CGST @ %
	C. SGST @ %
11	*Acceptance to Pricing Terms as per sl.no: 7 of Annexure – I.	<input type="checkbox"/> Accepted
12	*Acceptance to bid evaluation criterion at sl.no.5 of Annexure – I	<input type="checkbox"/> Accepted
13	Acceptance to Delivery Terms on F.O.R destination basis as per clause 17 of Annexure-I	<input type="checkbox"/> Accepted
14	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 22 of Annexure – I.	<input type="checkbox"/> Accepted
15	Acceptance to payment terms as per sl.no 16 of Annexure – I. 100% payment within 90 days of receipt (45 days for MSE registered suppliers as per relevant act n force), subject to acceptance of material at BHEL.	<input type="checkbox"/> Accepted MSE's <input type="checkbox"/> Accepted 90day
16	*Acceptance to rejection replacement clause as per sl.no.14 of Annexure - I.	<input type="checkbox"/> Accepted
17	Validity of offer to be reckoned from the date of bid Part-I opening and it will be 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract	<input type="checkbox"/> Accepted
18	*Acceptance to quantity distribution as per sl.no 10 of Annexure – I.	<input type="checkbox"/> Accepted
19	Un-Price bid (Annexure – IV) submitted with 'Q (Quoted)' OR 'NQ (Not Quoted)' status with bid part – I.	<input type="checkbox"/> Yes
20	Acceptance to short closure clause as per sl.no. 19 of Annexure – I.	<input type="checkbox"/> Accepted
21	Acceptance to Warranty, Corresponding Repairs / Replacement of Goods, and Deductions as per clause 17(A) of GTC rev 03.	<input type="checkbox"/> Accepted
22	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	<input type="checkbox"/> Accepted
23	In case of any inconsistency between offers of supplier and the accepted terms and conditions in this sheet, the terms and conditions of this sheet shall prevail.	<input type="checkbox"/> Accepted

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

Signature with name of the Authorized Signatory



BHARAT HEAVY ELECTRICALS LIMITED JHANSI - 284120
(A Govt of India undertaking)
Material Management

Annexure-IV

UNPRICE BID

UNPRICE BID FOR ENQUIRY NO. E0839001

1	Name & Address of the Supplier		
2	Enquiry Item no	1	
3	Items Qty, Kg	20000.00	
4	Rate schedule : PO rate on F.O.R. destination basis shall consist A) Copper Rate and B) Fabrication Rate as below:		
A)	Copper Rate shall be calculated as below		
i	LME CSP Rate	3rd LME working day from date of LOI.(excluding date of LOI)	
iii	Exchange rate (FBIL USD rate + 0.10)		
iii	Premium, USD/MT	190	FIXED (Applicable for all items)
iv	*Multiplication factor	1.055*	* As per prevailing notional customs duty, presently it is 1.055 (Applicable for all items)
v	Copper rate Rs./Kg=	$\{(LME\ CSP\ Rate + Premium) \times Multiplication\ factor \times Exchange\ rate\} / 1000$	
B)	Fabrication rate in Rs. / Kg basis: Bidder to quote either quoted or Not quoted		
	Fabrication rates (in figure)	Quoted /	Not Quoted
	Fabrication rates (in words)	Quoted /	Not Quoted
C)	PO Rate = Copper Rate + Fab.= A + B		

(Signature of the Supplier with Name, Designation & Seal)

[Handwritten Signature]



CORPORATE PURCHASING SPECIFICATION

AA 120 07

Rev. No. 04

PAGE 1 OF 5

COPPER STRIP – ANNEALED (CLOSE TOLERANCES)

1.0 GENERAL:

This specification governs the quality requirements of bright annealed bare Copper strip of thickness over 0.15 mm and upto 10 mm and widths upto 160 mm with radiused edges and close tolerances.

2.0 APPLICATION: Used for general electrical purposes such as bus bars, connectors etc.

3.0 CONDITION OF DELIVERY:

Bright and Annealed.

The material shall be supplied in annealed condition, with close tolerances in coils or straight lengths as specified in BHEL order.

4.0 COMPLIANCE WITH NATIONAL STANDARDS:

The material shall in general comply with the requirements of the following national standard and also meet the requirements of this specification.

IS: 1897 – 2008: Copper strips for Electrical Purposes.

Gr: 'O' Annealed

5.0 DIMENSIONS AND TOLERANCES:

5.1 Sizes: Copper Strips shall be supplied to the dimensions specified in BHEL order:

5.2 Tolerances:

Tolerances on width, thickness, and length shall be as follows:

5.2.1 Width / Thickness:

Tolerance on thickness, width and length shall be as follows,

Width/Thickness, mm		Tolerance, ± mm
Over	Upto & including	
-	3.0	0.03
3.0	6.3	0.05
6.3	12.0	0.07
12.0	25.0	0.10
25.0	50.0	0.12
50.0	100.0	0.25
100.0	160.0	0.50

Revisions :

CI: 24.1 of MOM of MRC-NFCW+HE

APPROVED :

INTERPLANT MATERIAL RATIONALISATION
COMMITTEE-MRC (NFCW+HE)

Rev. No. 04

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Dt. of 1st Issue

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Dt :

Year :

BHOPAL

Corp. R&D

March, 1980

**5.2.2 Length:**

Tolerance on fixed length, shall be as per the table given below:

<u>Length, meter</u>		Tolerance, \pm mm
Over	up to & including	
-	0.2	1.0
0.2	1	2.0
1	2	3.0
2	4	6.0
4	6	10.0

5.3 Radius on Edges:

The strip shall be supplied with edge radiused as per IS:1897, reproduced below, reproduced below.

<u>Thickness, mm</u>		Nominal radius on edges, mm	Tolerance on radius, mm
Over	upto & incld.		
--	1.0	Semi circular	\pm 0.06
1.0	1.6	0.60	\pm 0.15 - 0.10
1.6	2.25	0.80	\pm 0.15
2.25	3.55	1.0	\pm 0.20
3.55	10.00	1.25	\pm 0.25

5.4 Straightness:

The edges of strips supplied in straight lengths shall not vary from a straight line by more than 20 mm in any 1000 mm length.

6.0 MANUFACTURE:

The strip shall be manufactured from copper of ETP grade conform to IS:191.

The conductor shall be manufactured from ETP grade copper conforming to BHEL specification: AA 12024: Electrolytic Tough Pitch Copper Wire/Bars/Ingots/Continuously cast wire rods.

NOTE: It is preferable to manufacture conductor from continuously cast copper rods provided all other parameters and conditions remain same.

7.0 FREEDOM FROM DEFECTS:

The strips shall be clean, bright, smooth and free from harmful defects.



CORPORATE PURCHASING SPECIFICATION

AA 120 07

Rev. No. 04

PAGE 3 OF 5

8.0 CHEMICAL COMPOSITION:

The analysis of copper when analyzed in accordance with IS:440 or any other conventional/instrumental methods shall be as follows:

Element	Percent, min.	Percent, max.
Copper and Silver	99.90	--
Bismuth*	--	0.001
Lead*	--	0.005
Total of all impurities excluding silver and oxygen excl. silver and oxygen	--	0.030

* These elements need not be determined when the material supplied conforms with mechanical and electrical properties specified in this specification. However, the supplier shall ensure that the composition of the material lies within the limits specified above.

9.0 TEST SAMPLES:

One sampling per size per melt per consignment of 3 tonnes or part thereof shall be taken for chemical, mechanical and electrical tests.

The sample shall be cut off cold and shall receive no further treatment before being tested.

10.0 MECHANICAL PROPERTIES:

10.1 Tensile strength (For sizes over 0.50 mm and upto & including 10mm thick):

The test samples, when tested in accordance with IS: 1608 shall show the following properties:

IS: 1608, shall show the following properties:

Tensile Strength: 205 N/mm², minimum.

Elongation on 4√A or 50 mm gauge length: 35% Min

NOTE: Material upto and including 0.5mm shall be tested only for hardness.

10.2 Hardness (Vickers):

When tested in accordance with IS:1501, the strips shall have a Vickers hardness not exceeding 60 HV, min.

10.3 Bend Test:

The strip shall not be subjected to transverse bend test. where this is not possible, it shall be subjected to a longitudinal bend test. The strip when tested in accordance with IS: 1897 shall withstand a close bend test, through an angle of 180°, without showing any sign of cracks or failures upon the convex surface of the bend.

10.4 Edgewise Bending:

The material shall withstand without showing any sign of cracks or failure, when bent on edge through an angle of 180° over a former of radius equal to half the width of the strip.

**11.0 ELECTRICAL RESISTIVITY (AS RECEIVED):**

When measured in accordance with IS: 3635, the electrical resistivity at 20^o shall not be greater than 0.01737 ohm-mm²/metre, which is equivalent to an electrical conductivity of 99.25%, minimum of IACS standard.(Refer Appendix B of IS: 613 for temperature correction factor).

Alternatively, the method of measurement employing eddy current probes as per ASTM E 1004 is also acceptable.

12.0 INSPECTION AT SUPPLIER'S WORKS:

Whenever specified, tests and inspection are to be conducted in the presence of BHEL'S representative.

The supplier shall offer BHEL'S representative all reasonable facilities, without charge to satisfy the latter that the material is being furnished in accordance with this specification. The supplier shall prepare and provide necessary test specimens for testing to be carried out at his premises. If facilities are not available at his carrying out the prescribed tests elsewhere. The supplier shall notify BHEL in advance about the readiness of the material for inspection and testing.

BHEL reserves the right to test the material at BHEL'S works and the final acceptance of the material shall be based on these test results.

13.0 TEST CERTIFICATES:

Unless otherwise specified, three copies of test certificates shall be supplied along with each consignment.

In addition, the supplier shall ensure to enclose one copy of the test certificate along with their despatch documents to facilitate quick clearance of the material.

The test certificate shall bear the following information:

AA 120 07, Rev 04: Copper strip – Annealed, Close Tolerances

BHEL Order No,

Manufacturer's/Supplier's Name :

Lot/Identification/Batch/Melt No.

Sizes and Quantity Supplied

Results of dimensional inspection, chemical analysis, mechanical and electrical tests as per this specification.



CORPORATE PURCHASING SPECIFICATION

AA 120 07

Rev. No. 04

PAGE 5 OF 5

14.0 PACKING AND MARKING:

The material shall be supplied in coils or drums or in straight length as ordered. The minimum eye of coil or barrel diameter of drums shall be 250 mm.

The material not supplied in drums shall be hessian wrapped and tied with string and not with wire and shall be suitably protected to with wire and shall be suitably protected to avoid damage in transit. Each coil or drum or bundle shall be legibly marked or labeled with the following information.

Each coil or drum or bundle shall be legibly marked or labeled with the following information:

AA 12007 : Copper strip – Annealed, (Close Tolerances)

BHEL Order No.

Manufacturer's/Supplier's Name :

Lot/Identification/Batch/Melt No.

Sizes and Quantity Supplied

15.0 REFERRED STADARDS (Latest Publications Including Amendments):

- | | | | |
|-------------|------------|------------|---------------|
| 1. IS:191 | 2. IS:440 | 3. IS:613 | 4. IS: 1501 |
| 5. IS:1897 | 6. IS:1608 | 7. IS:3635 | 8.ASTM E 1004 |
| 9. AA 12024 | | | |

Conflict of Interest:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

Non



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 1 of 12

SN	Description
1	General:
A	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
B	Special / supplementary enquiry conditions & Mandatory Sheet requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document.
C	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. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated.. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part –II bids, as the case may be.</p> <p><u>Part – I bid</u></p> <p>In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) technical offer, (ii) Mandatory Sheet, (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT), and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover</p> <p><u>Part –II Bid wherever Reverse Auction is not called for</u></p> <p>Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover items should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover</p> <p><u>Part –II Bid wherever Reverse Auction is called for</u></p> <p>Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. Wherever, BHEL informs that it proposes to conduct Reverse Auction for many items in the tender and where evaluation of the tender is on individual item basis, separate Part – II bids are to be submitted for each of the item. The Price bid Cover for each of the items should have Enquiry No., Part II Bid, Item no of Enquiry, and Bidder's name indicated on the Cover</p> <p>The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.</p> <p>In case, the bids are not submitted in the manner stated above, the offer of the bidder(s) are liable to be rejected.</p> <p>It is preferred that offers are sent in sealed envelope. However, if the bidder chooses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects.. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in, wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other E mail ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.</p>
C	Wherever BHEL proposes to issue tender through e –procurement, the same philosophy as mentioned in 2B above is ensured through suitable system locks.
D	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 2 of 12

E	<p>BHEL reserves the right to go for Reverse Auction (RA) (as per Guidelines 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).</p> <p>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 processed 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.</p> <p>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)</p>
F	<p>The goods offered shall conform to BHEL specifications / drawings and / or Indian / International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.</p>
G	<p>Offers shall be submitted directly by vendor or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.</p>
H	<p>Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.</p>
I	<p>The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>30 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.</p>
J	<ol style="list-style-type: none">1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry.3. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	<p>The bidders will submit Integrity Pact, duly signed by its authorized signatory, if called for in the enquiry.</p>
L	<p>Wherever the enquiry is issued to unregistered vendor referred by BHEL Customer, the bidder shall submit the Supplier Registration Form (SRF) online at www.bhel.com and submit the signed copy of the duly filled-in SRF along with the bid. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid and if allotted permanent code before the date of price bid opening.</p>
M	<p>BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.</p>
N	<p>Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No, Item no. and the consignee details.</p>
O	<p>Goods shall be consigned to Manager , Stores (CRX), BHEL, Jhansi - 284120, India, unless otherwise specified in the PO.</p>
P	<p>Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vender_registration/vender.php</p>

**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

Q	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bhejhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
R	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
S	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 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). BHEL's decision in such situations shall be final and binding.
T	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.
U	<p>Due to large qty. requirement, we may finalize the tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to the capacity quoted by the bidder. Indicate your committed capacity for the item(s) tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of the Purchase Order / Contract.</p> <p>Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) responses. The manner and proportion of distribution shall be mentioned in the specific enquiry. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder.</p> <p>While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off . For eg : If an allocation of 40% quantity results in 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units</p> <p>The distribution shall be based on the acceptance given by bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done , but limited to the capacity quoted by the bidder (s).</p> <p>Wherever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder</p> <p>While the above pattern shall also be followed in long term framework agreements (FA), performance of the suppliers shall be monitored periodically, and the loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. In view of these factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against the defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of the defaulting supplier(s) may be re-distributed amongst other performing and willing vendors of the FA..</p>
V	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <i>besides BHEL taking appropriate punitive action as deemed fit.</i>
3	Vendor's particulars & logistics information
	Bidder to provide contact details and all logistical information as called for in the Mandatory Sheet enclosed to this enquiry
4	Delivery Schedule & Completion date
A	<ul style="list-style-type: none">• Instead of writing specific date against delivery offered, Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.• Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.• Seller shall deliver the goods in the manner and schedule agreed under the Purchase order.• Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 4 of 12

B.	In case of foreign supplies, bidders are to quote for CIF/CFR delivery terms .For CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.
C.	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
D	In case of unreasonable delivery quoted by the bidders, BHEL reserves the right to reject such offers.
5	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 Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
6	Delivery Terms
A	Indigenous Purchase
	Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry. In case the bidder quotes on Ex-Works, the offer of such bidder(s) is/are liable to be rejected. Wherever the PO terms mentions delivery terms as FOR Destination basis, and In the event of supplier having supplied the material by BHEL Truck / Vehicles as per BHEL transportation rate contract, thus causing BHEL to bear the freight charges, the corresponding amount ,incurred / estimated, shall be deducted from the bills of the Supplier.
B	Foreign Purchase – Imports
	<ol style="list-style-type: none">1. Goods shall be dispatched by sea on CIF/CFR basis, unless stated otherwise in the enquiry or purchase order. The destination shall at Navsheva, Mumbai for LCL/Breakbulk Cargo and ICD, Mandideep, Madhya Pradesh for FCL Cargo2. If air freight is called for in the enquiry, the goods shall be delivered on FCA basis to the named Airport3. Please visit BHEL Jhansi web site www.bheljhs.co.infor details of named Airports. . Name of the airport so chosen by the Seller shall be indicated by the Bidder in his offer.4. Goods shall be handled for air freight by BHEL's freight forwarder only, under FCA contracts and HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.
C	<ul style="list-style-type: none">• 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.• <u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</u>•
7	Force Majeure
	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account.



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 5 of 12

	Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
8	LD / Penalty for delayed performance.
A	<p>I. Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value.</p> <p>II. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the undelivered portion .</p> <p>III. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value inclusive of E&C charges. (15%)</p> <p>IV. Wherever Erection & Commissioning (E& C) is called for, the vendor is provided a stipulated period from date of site readiness. LD shall be applicable for any delay beyond the stipulated period mentioned in the PO.</p> <p>V. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value.</p> <p>VI. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)</p> <p>For the sake of clarity – Total order value means purchase order value (exclusive of taxes), Undelivered portion means , the delayed portion for the given lot.</p> <p>In case a supply is rejected and the same is replaced at a later date, the date of replacement of accepted supply shall be reckoned for calculation of LD</p>
B	In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
C	<p>In case of Ex works Delivery terms for Indigenous supplies, the date LR shall be reckoned for LD deduction.</p> <p>In case of FOR Delivery terms, the date of entry in BHEL Jhansi (CISF date) shall be reckoned for LD deduction.</p> <p>In case of FCA Delivery terms / Ex Works Delivery terms of Foreign supplies , the date Invoice / Packing List / Test Certificate, whichever date is later, shall be reckoned for LD deduction.</p> <p>In case of FOB / CIF / CFR / CIP Delivery terms, the date of Bill of Lading , shall be reckoned for LD deduction.</p>
	Risk Purchase.
C	<p>If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material(of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL . Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the “ Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php</p>
9	Indian Agents and Agency commission
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement. The agency agreement should specify the precise relationship between the foreign OEM / foreign Principal and their Indian Agent. Any payment which the Indian agent receives in India or abroad from the OEM, whether as commission or as a general retainer fee, should be brought on record in the agency agreement.
B	The CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT selling rate prevailing on the date of (a_ technical bid opening, or (b) price bid opening, or (c) date of invoice, shall be considered for computation of Agency commission.
C	Be it a case of a Foreign / Indigenous Principal or OEM, in a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case both submit a bid in the tender, then the bid of OEM only shall be opened



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 6 of 12

D	Be it a case of a Foreign / Indigenous Principal or OEM, If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.									
10	Documentation:									
A	Indigenous Purchase									
	<p>Immediately on despatch of Goods, the following documents shall be necessarily sent by the Seller to the respective address(es) mentioned below</p> <table border="1" data-bbox="298 449 1485 972"> <tr> <td data-bbox="298 449 358 632">(a).</td> <td data-bbox="363 449 743 632">Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230</td> <td data-bbox="748 449 1485 632">Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable</td> </tr> <tr> <td data-bbox="298 638 358 842">(b)</td> <td data-bbox="363 638 743 842">Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120</td> <td data-bbox="748 638 1485 842">Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO</td> </tr> <tr> <td data-bbox="298 848 358 972">(c)</td> <td data-bbox="363 848 743 972">Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120</td> <td data-bbox="748 848 1485 972">Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR</td> </tr> </table> <p>In case any other documents are required, the distribution of such documents will be specified in the Purchase order.</p> <p>Further, if specified in the Purchase order, all the details and copies of documents have to be uploaded by Supplier on BHEL portal before despatch of Goods</p>	(a).	Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230	Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable	(b)	Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO	(c)	Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR
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B	Foreign Purchase – Imports									
	<p>Seller shall send 1 set of following documents, in English, within 7 days of BL date by courier to the Purchaser</p> <ol style="list-style-type: none"> 1. Original Clean on board Bill of lading. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, net weight, CBM (cubic metre) volume, No. of packages with Dimensions of each package. 3. Original certificate of Country of Origin issued by Chamber of Commerce 4. One set of Original test certificates and O&M manual where called for. 5. Fumigation certificate wherever cargo is packed in wooden packing or packing of Plant origin material is used. <p>In case the Seller decides to negotiate all 3 originals of BL through negotiating Bank, non-negotiable documents (NND) consisting of copy of BL / HAWB & all originals at sl.no. 10-B2 to B5 will be couriered to Purchaser. Soft Copy of documents at sl. 10-B1 to B5 will also be sent by e-mail to the Purchaser at the e-mail address given in the PO. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing negotiable documents, will be recovered from the Seller.</p>									
C	In case of incomplete documentation, the communication shall be provided to supplier. The delays in submission of documentation by the supplier shall be reckoned while releasing payments to the Supplier									
11	Pricing Terms									
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.									



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 7 of 12

12	Price Validity :
	<p>Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.</p> <p>The prices quoted for spare parts of the main equipment shall be kept valid for a period of 180 days from the date of placement of PO for the main equipment.</p>
13	Taxes & Duties - Indigenous Purchase
A	<p>The Taxes and duties as applicable shall be payable extra which may include GST against Gate pass- The Seller shall clearly indicate extent of taxes as applicable in his techno commercial bid. In the event of vendor failing to furnish valid GST invoices with appropriate HSN Code , amount corresponding to GST will be disallowed by BHEL while making payments.</p> <p>Bidders to ensure applicability of IGST / CGST/SGST based on the Inter / Intrastate movement of goods.</p> <p>GST Registration Number (GSTIN) should be clearly mentioned on the vendor's quotation.</p> <p>Please quote our IGST registration number 09AAACB4146P2ZC in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.</p> <p>In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Jhansi due to any default of supplier under GST such implication shall be to supplier's account.</p> <p>GST shall be levied on LD and the relevant tax invoice shall be provided to vendors for availing credit.</p> <p>In case of directly despatchable items to Customer's Site, Supplier to bill to BHEL Jhansi at its GST Account number 09AAACB4146P2ZC and ship to the respective Customer</p> <p>Since, input credit of GST will be available to BHEL-Jhansi only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Jhansi on matching of vendor inputs at GST portal and after ensuring availability of input credit to BHEL-Jhansi. Payment of tax shall be done only after availing matching ITC, in all cases where bills are submitted directly to BHEL-Jhansi or through bank or under LC or through any other mode.</p> <p>Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon.</p> <p>In case of any changes in statutory laws w.r.t. taxes and duties, the same shall be applicable at the given point of time.</p>
B	<p><i>Wherever GST is not applicable, the tax and duty structure , as applicable, is to be complied by the seller.</i></p>
14	Taxes & Duties - Foreign Purchase – Imports
A	<p>The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted FCA / CFR/CIF price.</p>
15	Payment Terms-
A	<p>Indigenous: 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents..</p> <p>Payments to vendors who are seeking benefits under MSME act shall not be entertained if the Udyog Aadhar Memorandum (UAM) submitted by them is not valid on the date of Purchase Order and date of supply (SRV Date of BHEL) . It is hence in the interest of the vendor that they validate the status of UAM regularly with BHEL.</p> <p>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.</p>



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 8 of 12

	<p>All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications sought , the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of submission of clear and admissible bill.</p>						
B	<p>Foreign: 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.</p>						
C	<p>While there could be exceptional situations wherein the payment may be delayed beyond the stipulated time mentioned above, it is clarified that BHEL shall not pay any interest on such delays</p>						
D	<p>In case of any disagreement between BHEL and the Supplier on any part of the bill, such part shall be severed from the rest and payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration, etc</p>						
16	Inspection of Goods						
A	<p>The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.</p>						
B	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.</p>						
C	<p>All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.</p>						
D	<p>Undertaking to be provided by Suppliers before despatch : The suppliers , before despatching the jobs, shall provide an undertaking on their letterhead, that the jobs have been made as per BHEL Specification / Drawings, that the test results meet the specified parameters of the drawing / specification, that the supplies have been inspected as per Quality Plan (if called for in the Purchase Order), that on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant, that in case the material is accepted with deviationst wherever rectifications / rework is observed, that the Supplier shall be given seven days notice to attend to the work and if the Supplier does not attend the rectifications in the said period, BHEL shall reserve the right for suitable deductions.</p> <p>Despatch clearance shall be given when the Supplier provides the above undertaking (as per Annexure I) to BHEL</p>						
E	<p>Uploading despatch information on BHEL SIP</p> <p>The supplier has to upload despatch information details by logging in at 'Supplier Information Portal' of BHEL Jhansi website using their User name (Vendor Code) and Password. Subsequently, the supplier has to click at the link'Update Consignment details' provided therein.Submitting 'Despatch Intimation' is mandatory. All supplies arriving (reaching BHEL Jhansi) will be allowed inside CISF Material gate of BHEL Jhansi only if the supplier has submitted online Despatch Intimation.</p> <p>The following documents are necessary before entry of material at our Material Gate:</p> <table border="1"> <tr> <td>1</td> <td>GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies</td> </tr> <tr> <td>2</td> <td>Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).</td> </tr> <tr> <td>3</td> <td>'Despatch Intimation' (Printout required).</td> </tr> </table>	1	GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies	2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).	3	'Despatch Intimation' (Printout required).
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3	'Despatch Intimation' (Printout required).						

**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

The following documents are additionally required for **SRV clearance** if they are called for in the Purchase Order (PO):

4	Complete Test certificates/Inspection reports
5	Guarantee certificates
6	Any other document as called for

Following may be required for **SRV preparation** depending on the nature of material being supplied:

7	Packing lists, wherever applicable.
8	Weighment slip.

A cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) shall be deducted from supplier bills in case supplier has failed to upload the despatch information on Supplier Information Portal

- E** Material despatched one month prior to the date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM
- Material despatched 10 weeks after date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM

17 Warranty , Corresponding Repairs / Replacement of Goods, and Deductions

Goods shall comply with the specifications for material, workmanship and performance.

The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi

However, **wherever erection & commissioning also is in the scope of the bidder**, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later.

In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry

- A** Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected.

If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.

In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.

18 Evaluation and Loading Criteria:

Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ CST/Service Tax/Entry Tax or any other tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.

Foreign suppliers shall ensure that the benefits as applicable under Free Trade Agreement (FTA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 10 of 12

	<p>concessional duty benefits in India, the cost incurred owing to consequent delays, detention and demurrage thereof, will be to the Seller's account.</p> <p>To arrive at the Delivered Cost, the quoted price shall be suitably loaded, the details of which are mentioned in this annexure / special remarks of the enquiry. In case of any additional techno commercial deviations, for which the loading criterion is required to be framed after opening of techno commercial bid, such criteria shall be communicated to all qualified bidders before price bid opening.</p>
19	Non-Disclosure Agreement
	<p>All Drawing and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <i>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</i></p>
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non placement of PO or contract / short closure of PO or contract.
21	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must normally be in Indian Currency from the Consortium Banks of BHEL / as specified in the specific Enquiry
B	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.
22	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
A	MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in " Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again. It is hence in the interest of the supplier that they validate the status of UAM regularly with BHEL, if they would like to avail intended benefits under MSME Act.
B	Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
C	In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.

GENERAL TERMS AND CONDITIONS OF ENQUIRY

	The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.
D	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
23	Benefits earmarked to suppliers for Purchase under 'MAKE IN INDIA'
	As part of minimizing import content, Government of India, vide order no P-45021/2/2017-B.E.-II dated 15.06.2017, under the subject – Public Procurement (Preference to Make in India) -- has set the initiatives to encourage and promote indigenously manufactured goods within India and services provided by sources within India. . In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local suppliers) are given purchase preference and are entitled to benefits in the tender
A	Definitions
(i)	Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value , in percent . Presently, the minimum local content required is 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
(ii)	Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.
B	Conditions under which preference is given
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs 50 lakhs, provisions of 23(B) (ii) and 23(B)(iii) shall apply.
(ii)	If the procurement of goods are not covered by 23(B)(i) and are divisible in nature, the following procedure shall be followed :
a	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity , subject to the local supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
iii	If the procurement of goods are not covered by 23(B)(ii) and are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed :
a	If L1 is a local supplier, the order shall be awarded to local supplier
b	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1 price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may be awarded to the L1 bidder.
C	Exemption of small purchases
	Notwithstanding anything contained at clause 23B above, procurements where the estimated value of procurement is less than Rs 5 lakhs are exempt and purchase preference shall not be accorded in such cases.



JHS 2055A R03

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 12 of 12

D	Verification of local content
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of Business dealings with Suppliers
E	In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.
24	Fraud Prevention
	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
25	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
27	Conciliation
	BHEL and bidder agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the terms and conditions of order, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.
28	General
	The Bidder shall keep a track of any changes by visiting the Supplier Information Portal of BHEL, Jhansi at https://www.bheljhs.co.in/apps/sip/index.php

SAMPLE ANNEXURE AGAINST TENDER- E0839001.

ANNEXURE TO INDENT NO. 140620995
W.O.: 72950A10700 (08 NO.)

C. TE : 26-Dec-22
ES NO.: 627486

#1

COPPER DATA FOR BARE RECTANGULAR COPPER CONDUCTOR

FOR 1 No. 2500 KVA DTT

FOR M/s: WBPDCI SAGARDIGHI

SL. NO.	BARE COPPER SIZE (mm)	No. OF REELS	LENGTH PER REELS (Mtr.)	TOTAL WEIGHT (KG)	WEIGHT PER REEL (KG)	P.S. No.	REMARK
1.	8.0 x 16.0	09	48	488	54.22	AA 12007 Rev. 04	↑ FOR MAIN LV COIL

NOTE TO SUPPLIERS:-

1. Length of reel is very important and in no case it should be less than the specified, at the same time copper weight per reel should not be more than 2% over the required.

Prepared By *[Signature]*

Approved By *[Signature]*

(NEERAJ VARSHNEY,
Jr. Engineer
084 (Jr. Engr) Transformer Engineer
WBPDCI, Sagardighi

This is a Annexure. Sample. Actual size and quantity shall be given after award of contract. i.e at the time of placement of LOI/PO.