

Instruction to bidders and Terms & Conditions for supply of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) under Rate Contract Enquiry No. E-0661882 on finished basis.

Sealed tenders are invited in Two-Part Bid system for purchase of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) as per various drawings of BHEL, specifications and terms & conditions mentioned in the Annexures -I to III" on **returnable drum basis** on finished basis. The supplies against this rate contract enquiry shall be subject to our general Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. Should there be any difference between the general Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail.

- General:** - Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per requirement of BHEL, Bhopal & Jhansi independently & concurrently against the rate contract. After finalization, the rate contract (RC) will be valid for 1 year for ordering / issue of LOI & further 3 months for deliveries & with an option to extend the same upto additional 1 year period with mutual consent.

The COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) shall be supplied in accordance with the size, technical requirements etc. as intimated by BHEL, at the time of actual ordering.

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

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

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

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

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

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

- Instruction to bidders containing Commercial Terms & Conditions applicable for tender enquiry of COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) under RC - **Annexure - I**.
- Qualification Criteria at sl.no. 24 below are to be necessarily adhered to, to qualify and participate in the tender enquiry.
- Techno - commercial format - **Annexure - II**
- Price format - **Annexure III for Indigenous bidders & Annexure III (A) for foreign bidders**.
- General 'Terms and conditions of enquiry for indigenous & Foreign vendors and BHEL PO Terms and Conditions for indigenous & Foreign vendors as applicable.
- Integrity Pact- Annexure IV

In case it becomes necessary to deviate in any of the above, the deviations must be clearly brought out in bid Part-I of the offer. Any deviation to 'INTEGRITY PACT' is not acceptable. Copy of un-priced bid part-II with status "**quoted (Q) & un-quoted (NQ)**" for both category must accompany bid part-I.

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

Alternatively: BHEL reserves the right to go for a **REVERSE AUCTION** i.e. "**Online Bidding on Internet**" instead of opening the price bid. For the proposed reverse auction, techno-commercially acceptable and registered bidders only would be allowed to participate in this. For this purpose, BHEL's authorized service provider will contact the qualifying suppliers separately. BHEL reserves the right to accept or reject the results of reverse auction. In case the results of reverse auction are not acceptable or reverse auction fails, BHEL may decide to go for opening of the sealed price bids. BHEL RA guidelines are available on public domain @ http://www.bhel.com/pdf/RA%20guidelines-Sept'13_abridged_final_webpdf.pdf.

- Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of cenvat) taking into account all duties / taxes / Cess as per prevailing structure on date of tender enquiry (bid part-I) opening and based on the LME CSP, exchange rate prevailing on the date of tender opening (bid part-I). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening. Evaluation of item at sl.no.1.1 to 1.6 under category I at sl. No.5.1 (Full duty MF@ 1.0559) shall be done on overall L1 basis and evaluation of items at sl.no.2.1 to 2.4 under category II at sl. No.5.2 (Nil duty MF@ 1) shall be done on overall L1 basis separately.

- Technical Parameters and Tendered Quantity:-** The COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) shall conform to the latest revision of the purchase specifications. Insulating paper shall comply with

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specification AA 21111. Insulating paper is to be used of approved vendors of NTPC/PGCIL/NPCIL/Project specific other customer's vendor list. CC rods to be used for manufacturing conductors shall comply to specification AA12024. Source of CC Rods shall be M/s Sterlite, Hindalco, HCL. CC rod, insulating paper etc. will be finally further governed by individual quality plan (QP)/vendor list (VL) if desired by customer in specific project.

Category wise quantity of individual item given in enquiry is indicative only. It may vary in +30%. This category wise quantity is for evaluation of value of RC. During execution of RC awarded to a vendor, quantity of individual items of respective category may vary in any ratio but it is limited to total quantity awarded to vendor with +30% of quantity. At the time of supply, test certificates as per annexure of the POs must accompany each lot. Final inspection shall be at BHEL works at Bhopal & Jhansi.

Tentative quantity break up into various categories is mentioned below;

5.1 - CATEGORY -I

PCCW TO BE PROCURED UNDER MERIT (FULL DUTY MF @ 1.0559)

(all qty in MT)

S.N.	Basis of quote	Bhopal	Jhansi	Qty	Purchase spec
1.1	Ordinary Paper Covered Copper Winding Wire (PCCW)	112.8	335	447.8	AA 28125
1.2	Proof Stress PCCW	64	670	734	AA 28128
1.3	Bunched PCCW	564	603	1167	AA 28125
1.4	Bunched PCCW with Proof Stress	237.6	268	505.6	AA 28128
	Total requirement of PCCW	978.4	1876	2854.4	
	Additional requirement of paper (in MT) to be used in PCCW from 1.1 to 1.4	Bhopal	Jhansi	Qty	Purchase spec
1.5	Requirement of Denisson 22HCC or other equivalent TUP for PCCW 1.1 to 1.4	0.136	1	1.136	AA 28125
1.6	Requirement of Nomex Paper for PCCW 1.1 to 1.4	0	0.6	0.6	AA 22901

5.2- CATEGORY -II

PCCW TO BE PROCURED UNDER DEEC (NIL DUTY MF @ 1)

S.N.	Basis of quote	Bhopal	Jhansi	Qty	Purchase spec
2.1	Ordinary Paper Covered Copper Winding Wire (PCCW)	28.2	165	193.2	AA 28125
2.2	Proof Stress PCCW	16	330	346	AA 28128
2.3	Bunched PCCW	141	297	438	AA 28125
2.4	Bunched PCCW with Proof Stress	59.4	132	191.4	AA 28128
	Total requirement of PCCW	244.6	924	1168.6	
	Additional requirement of paper (in MT) to be used in PCCW from 1.1 to 1.4	Bhopal	Jhansi	Qty	Purchase spec
2.5	Requirement of Denisson 22HCC or other equivalent TUP for PCCW 1.1 to 1.4	0.544	0	0.544	AA 28125

Important note:

- Evaluation of item at sl.no.1.1 to 1.6 under category I shall be done on overall L1 basis and evaluation of items at sl.no.2.1 to 2.4 under category II shall be done on overall L1 basis separately.
- Above quantities are covered weights which include paper covering of Kraft insulating paper & also of special paper if mentioned (eg: Denison, nomex, other thermally upgraded paper etc).

Signature

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- Bidders shall have to quote for each of the items of respective category as per annexure – III & III A for their offers to be considered else their offer shall be rejected for respective category.

6. **Guarantee:-** PCCW under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 12 months from the date of dispatch or until testing of transformers using PCCW supplied under this enquiry, whichever occurs earlier.
7. **Number of Suppliers:-** We need 5 suppliers for execution of this contract and the tentative distribution of quantities among L1, L2, L3, L4 & L5 would be in the ratio of 31:25:19:14:11. 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. The quantity distribution to bidders (n) shall be as below subject to minimum (n+1) techno – commercially qualified bidders (quantity distribution will be limited to max. 5 vendors).

No of vendors	L1	L2	L3	L4	L5	Total
1	100					100
2	65	35				100
3	48	32	20			100
4	37	29	19	15		100
5	31	25	19	14	11	100

Please note actual quantity ordered shall be governed by sub – vendor approval by customers of BHEL.

8. **Vendors Approved by BHEL's Customers:-** Bidders may note that COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) for most of the customers is to be sourced from customer's approved vendors only. In those cases BHEL would place purchase orders pertaining to requirement of such contracts on the approved vendors of respective customer only. The percentage ordering, as per the contract, may therefore vary depending upon the nature of orders received by BHEL on account of sourcing from customer approved vendors.
9. **Pricing Terms :-** Material will be supplied on finished basis. The indigenous bidders shall quote only FABRICATION rate for each item of enquiry category wise on door delivery FOR destination basis. Foreign bidders shall quote only fabrication rates for each item of enquiry category wise on CIF ICD Mandideep basis (Bhopal (M.P), India). L1 shall be decided on overall L1 basis for category I (with MF@1.0559) and category II (with MF@1) separately. Counter offer of L-1 rate (i.e. landed cost net of cenvat) shall be given to L-2 bidders and beyond for category I & category II separately. Fabrication rate & other rates quoted by the bidders' shall remain firm throughout the validity of the contract.
10. **PVC (Price variation Clause):** Copper rate shall be LME CSP based and shall be as derived from LME CSP & SBI TT selling rate exchange rate of 3rd LME working day from the date of LOI (excluding date of LOI). Wherever SBI TT selling rate exchange rate for the 3rd LME working day is not available / declared by bank, exchange rate of previous bank working day shall be considered.

Copper rate and hence PO rate calculation shall be as below at the time of actual ordering:

Rate Schedule		
A	LME CSP rate	LME CSP & SBI TT selling rate shall be of 3 rd LME working day from date of issue of LOI (excluding date of issue of LOI) for actual ordering. Wherever SBI TT selling rate exchange rate for the 3 rd LME working day is not available / declared by bank, exchange rate of previous bank working day shall be considered.
	Premium (USD / MT)	USD 240 / MT (fixed)
	Copper Rate (indigenous bidders)	
	On Full duty basis	(LME + Premium) X SBI TT selling rate X MF @ 1.0559 (presently)
	On Nil duty basis (invalidation route)	(LME + Premium) X SBI TT selling rate X MF @ 1.0 (presently)
	Copper Rate (foreign bidders)	(LME + Premium) + Finance & handling charges
B	Fabrication Rate	(on per MT basis) – as per price format – Annexure – III & III A
C	PO Rate	Sum of A + B (on per MT basis)

Premium & fabrication rate shall be firm throughout the validity of the contract. The fabrication rate shall be inclusive of all tooling cost, covering paper/insulation cost, packing, freight, insurance and forwarding charges etc. and no extra charges shall be payable on whatsoever account. In case of indigenous bidders fabrication charges shall include all expenses for delivery on FOR BHEL JHANSI/BHOPAL basis. In case of foreign bidders fabrication charges shall include all expenses for delivery on CIF ICD Mandideep basis The rates so quoted shall be common for both Bhopal & Jhansi Units.

While quoting the rates, bidders must take into account the following factors in addition to whatever they deem fit:

- No extra charges shall be paid for packing, forwarding, radial insulation, fumigation, weight per drum and Cross section of PCCW etc.
- Bidders shall quote their most competitive rates, which shall be valid regardless of the quantity that may be awarded to them and also regardless of whether Reverse Auction is conducted or not.
- The packing material i.e. drums on which the COPPER WINDING WIRE - PAPER COVERED COPPER WIRE

(PCCW) shall be supplied can be re-usable and will remain property of the supplier. Supplier shall time to time collect the same at their own cost so that work space at BHEL is not limited due to empty drums. Benefit of the saving on this account to be passed on, while quoting the rates. The empty drum will be collected by the suppliers from BHEL works at their own cost.

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

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** :- Material will generally be source inspected by BHEL/customer/third party inspection agency as per quality assurance (QA) Plan. Inspection agency have the right to inspect COPPER WINDING WIRE - PAPER COVERED COPPER WIRE (PCCW) at different stages of manufacture at supplier's works and it will be obligatory on the part of the vendor to sign the inspection report as per BHEL/ BHEL's customer/third party inspector's requirement as per latest revision of BHEL quality plan revised from time to time and / or customer approved QA plan, wherever applicable. The bidders shall maintain relevant systems/records as per QA plan for traceability. BHEL may conduct quality audit at supplier works for ensuring implementation of QA plan on surveillance basis.

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

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 interalia cost elements such as total transportation, insurance and other taxes / levies etc as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.

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

16. **Entry Tax:** - Presently entry tax is not applicable. If in future same is applicable same shall be borne by BHEL.

17. **Payments Terms:** -
For indigenous bidders:

Terms of payment: For indigenous suppliers	
(a)	Standard terms of payment: 100% payment not before 90 days from receipt of material (subject to material acceptance) at BHEL Jhansi. For suppliers who are availing MSMED facility, payment term will be within 45 days of DRS (Daily receipt at stores), if there is no objection. This payment term will be treated at par with standard terms of payment.
(b)	For any alternate payment term : BHEL will load total cash outflow in case of alternate payment term for number of days of deviation with respect to our standard terms of payment @ (base rate of SBI + 6%) per annum. Base rate of SBI shall be taken as the rate applicable on the date of 'techno-commercial bid' opening date. Base rate of SBI is available at SBI site. At present base rate is 9.3%.
(c)	In no case payment terms which seek payment earlier than 45 days after receipt of material at BHEL Jhansi (subject to material acceptance) will be accepted. Also any interest on credit period will not be given. Offers seeking payment earlier than 45 days / seeking interest will be rejected.
(d)	"MSME suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM- II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure -'AA') applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. However for continuance of availment of MSME benefits updation proof (CA certificate) after expiry of MSME validity as per documents submitted with tender for balance period of contract will have to be given subsequently. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSME status of such suppliers shall be shifted to Non MSME supplier till the supplier submits these documents".

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For foreign bidders:

Terms of payment: For Foreign suppliers	
(a)	Payment shall be through irrevocable and unconfirmed LC with usance period of 120 days from the date of bill of lading (B/L). In case suppliers quote 90 days usance from date of B/L then loading of 30 days @ (base rate of SBI+6%) per annum shall be done on total cash outflow. Base rate of SBI shall be taken as the rate applicable on the date of 'techno-commercial bid' opening date. Base rate of SBI is available at SBI site. At present base rate is 9.3%. All bank charges to respective accounts.
(b)	Offers received with any other payment terms other than (a) as above from foreign vendors shall not be accepted.

18. Terms of delivery:-

For indigenous bidders: On FOR destination basis.

For foreign bidders: On CIF ICD Mandideep (Bhopal (M.P), India) basis.

19. **Validity of Rate Contract:-** 1 year for ordering / issue of LOI from the date of finalization of rate contract (RC) by BHEL with additional time of three months for supplies. Further, BHEL shall have an option to extend the RC for a further period of upto 1 year or part thereof on mutual consent.

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

21. **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:-

A- For indigenous bidders: Bidders to note that penalty @ 0.5% per week or part thereof subject to 10% maximum on undelivered portion shall be applicable for delay in supply beyond contractual delivery period. Bidders are requested to give specific acceptance for penalty clause. Date of receipt of material at BHEL works i.e. CN date/CISF date will be considered as proof of delivery for calculating delayed performance.

B- For foreign bidders: Bill of Lading (BL) date + Transit time from Load port to Mandideep dry Port (as specified by bidder in Annex II clause 9) shall be considered as delivery for contractual purposes. Penalty @ 0.5% per week or part thereof subject to maximum of 10% of the undelivered portion shall be applicable for delayed supply from Bill of Lading date.

C- Failure on the part of the bidder to accept above clause will attract the loading of 10% on the quoted price for the purpose of evaluation.

23. **Integrity Pact – Independent external monitor (IEM) :-** With a view to maintain transparency, Integrity Pact has to be signed by all bidders as stated at sl. No. 2 (F) of this annexure and submitted in original with bid part - I. Mr. V.V.R.Sastry, Ex-CMD/BEL, will be the independent external monitor (IEM) for this pact against this tender enquiry.

24. **PRE - QUALIFICATION CRITERION:** Offers of vendors not fulfilling the following Pre-Qualification criteria shall not be considered for further processing and shall be rejected :

i) Bidder should be manufacturing & supplying PCCW from their own works to at least 2 major Power Transformer manufacturers (i.e. ABB, Bharat Bijli, Siemens, Areva, T & R, Toshiba, CGL, TBEA & BHEL). As a proof, bidder to submit copies of 2 purchase orders from any two of these above stated major transformer manufacturers. The PO dates must be between 01/04/2013 to 31/01/2016.

ii) The bidder should be approved by PGCIL or NPCIL or NTPC for supply of PCCW for 400 KV class power Transformers, As a proof bidder to submit a certificate from any of the above manufacturers/ approval copy of PGCIL/NTPC/NPCIL.

iii) **Registration Criteria**
For all unregistered suppliers who qualify the criterion at sl.no. 24 (i) & 24 (ii), their offer for price bid opening/ Reverse Auction shall be considered further only after completion of registration formalities. The unregistered bidder needs to necessarily score qualifying marks as per format available at <http://bhel.com/vender registration/ vender. php> (Online supplier Registration Portal mirror link). Vendor to duly fill the format and send the formats with documents with their techno-commercial offer (bid part-I).

iv) Submission of EMD of Rs. 2 Lakhs with the bid in the form of demand draft (DD) in favour of BHEL Jhansi. Foreign bidders will swift transfer amount equivalent to Rs 2 Lacs in US dollar (computed at exchange rate as per SBI TT

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selling rate as on date of issue of tender enquiry). This has to be transferred to our account no. 00030320002008, (IFSC CODE- HDFC0000003, SWIFT code- HDFCINBBADEL) and proof of swift transfer to be attached along with Technocommercial Part I bid.

- v) Confirmation by Indegineous bidder that on being awarded the contract they (bidder) will submit performance bank guarantee (PBG) of Rs.60 Lakhs within 15 days of award of contract. This PBG will have to be valid for 15 months from date of award of rate contract with a further claim period of 3 months. Confirmation by Foreign bidders that on award of contract they will give a Performance Bank Guarantee of amount equivalent to Rs 60 Lacs in US dollar (computed at exchange rate as per SBI TT selling rate as on date of Technocommercial bid Part I opening date) with validity for 15 months from date of award of rate contract with a further claim period of 3 months. In lieu of PBG they can swift transfer equivalent amount to our account no. 00030320002008, (IFSC CODE- HDFC0000003, SWIFT code- HDFCINBBADEL) .
Performance BG has to be as per format at annexure BB.

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

26. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to their necessary submit 'online sealed bid' in the Reverse Auction. Non submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite business suspension action by BHEL as per extant guidelines.

27. Offers of Bidders who fall under either of following categories shall not be considered:
- (i) delisted vendors by BHEL Jhansi or BHEL Bhopal
 - (ii) Banned vendors
 - (iii) Vendors under hold by BHEL Jhansi or BHEL Bhopal

The list of firms banned by BHEL is available on BHEL web site www.bhel.com.

28. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bheljhs.co.in) only. Bidders responding to this tender should regularly visit website(s) to keep themselves updated.
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, if any, for this enquiry shall only prevail.

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**Techno – commercial format for FA / RC under enquiry E0661882 – RC for COPPER WINDING WIRE -
PAPER COVERED COPPER WIRE (PCCW)**

SL. NO.	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER (Details to be provided/Mention "Accepted")	
1	(i) Name of the supplier (ii) Telephone no of Supplier (iii) Fax No of Supplier (iv) Email ID of Supplier		
2	Name & designation of the contact person		
3	Address of the works at which inspection / delivery is offered.		
4	Complete acceptance to Technical Terms & conditions including Technical/Purchase Specs as mentioned in Annex. – I.		
5	Complete acceptance to all terms & conditions of tender enquiry as mentioned in Annex-I		
6	Acceptance for finalization of Price bid part-II through on line bidding (Reverse Auction).		
7	Specify Make of (i) Kraft insulating paper (ii) Denison insulating paper (iii) Epoxy (iv) Glue Strip (v) Nomex insulating paper (vi) Any other _____ (specify) (enclose specimen test certificate for all above input material)	Enclosed/Not enclosed	
8	Acceptance for the final inspection of material after receipt at BHEL works and results shall be binding on the supplier. (If 'No' your offer will be rejected)		
9	Delivery parameters		
	Indigenous bidders:		
	Quoted delivery in number of days for contractual purposes on FOR destination basis from date of PO (indigenous bidders)		
	Foreign bidders:		
	Load port	Sea	Air
	Quoted delivery in number of days for contractual purposes from date of PO till handing over material to freight forwarder (Bill of Lading date) (foreign bidders)		
	Transit time in number of days from load port till ICD Mandideep dry port (for Contractual purpose).		
10	Quantity offered in MT per annum against this tender.		
11	Monthly committed capacity against this tender for BHEL on finished basis which shall not change during tenure of this contract. (BHEL desires quoted capacity @ 150-200 MT / month. It is to be noted that offers with monthly capacity less than 50 MT/month shall be rejected)		
12	Taxes & duties (for indigenous bidders) – presently		
	A. CST applicable		
	B. VAT applicable		
	C. Excise Duty		
	Note: Please specify percentage of duties applicable		
12A	For foreign bidders only, Finance & Handling charges (to be quoted in US\$ per MT in techno-commercial part-I bid)		
13	Acceptance to Pricing Terms as per sl.no: 9 of annexure – I. (If 'No' your offer will be rejected)		
14	Acceptance to Price variation clause (PVC) as per sl.no: 10 of annexure – I. (If 'No' your offer will be rejected)		
15	Acceptance to bid evaluation criterion at sl.no. 4 of annexure – I (If 'No' your offer will be rejected)		
16	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 23 of annexure – I.		

17	Acceptance to rejection replacement clause as per sl.no.: 14 of annexure – I. (If 'No' your offer will be rejected)	
18	Acceptance to payment terms as per sl.no 17 of annexure – I.	
19	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	
20	Acceptance to procurement of PCCW through customer approved vendors as per sl.no. 8 in annexure – I (If 'No' your offer will be rejected)	
21	Acceptance to RC quantity distribution as per sl.no 7 of annexure – I. (If 'No' your offer will be rejected)	
22	Price format (Annexure – III & III'A') submitted in un - priced condition with 'Q (Quoted)' OR 'NQ (Not Quoted)' status with bid part – I.	
23	Acceptance to short closure clause as per sl.no. 20 of annexure – I.	
24	Integrity Pact submitted in original duly signed as per annexure IV.	
25	Acceptance to Guarantee clause as per sl.no. 6 of annexure – I.	
26	Confirmation of supply by bidders' on Nil duty (invalidation route wherein MF shall be 1.0 presently)	
27	Acceptance to all the point as per sl.no. 24 of qualification criterion of annexure I (documents called in qualification criterion are mandatorily required for verification).	

Signature with name of the Authorized Signatory

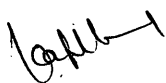
[Handwritten Signature]

PRICE FORMAT BID PART-II FOR ENQUIRY NO. E-0661882 (INDIGENOUS BIDDERS)**CATEGORY-I****PCCW TO BE PROCURED UNDER MERIT (FULL DUTY MF@1.0559)**

S. No.	Description			
1	Name & Address of the supplier			
2	Estimated Tendered Quantity (MT)	Bhopal Unit	Jhansi Unit	Total
		978.4	1876	2854.4
3A	Rate schedule on F.O.R. destination basis			Rate in per MT basis
	a) LME CSP for grade 'A' Copper (US \$ / MT) & SBI TT selling rate			As on 3 rd LME working day from date of LOI (excluding date of LOI) will be applicable. For evaluation purpose, LME & SBI TT selling rate as on techno commercial bid (part-I) opening date shall be considered. If on bid opening date is holiday then last LME working day prior to bid opening (part-I) shall be considered.
	b) Premium (US \$/ MT)			USD 240 (FIXED)
	c) AA- Net copper rate, (Rs./MT)			= (LME + Premium) X SBI TT selling rate X MF @ 1.0559 (presently)

3 B.	Tender enquiry items	PCCW Qty in MT (Merit)	Fabrication rate (in Rs./MT) – to be quoted by bidder	FOR rate (Rs./MT)	Total Value, Rs./ MT (CC) ("AA" is as per sl.no 3A (c))
	i. Ordinary PCCW	447.8	A= _____	= AA + A	=((AA+A)*447.8+(AA+B)*734+(AA+C)*1167+(AA+D)*505.6)/2854.4
	ii. Proof Stressed PCCW	734	B= _____	= AA + B	
	iii. Bunched PCCW	1167	C= _____	= AA + C	
	iv. Proof stress + bunched PCCW	505.6	D= _____	= AA + D	
3C.	Additional paper required to be used in PCCW from sl.no B (i) to iv above	Paper Qty in MT	Rate in Rs. / MT for paper at sl. no. 3C (i) and (ii) only to be used in PCCW from sl.no B (i) to iv above (These rates are over and above the fabrication rates quoted at Sl. No. i to iv above)		Total value for additional paper requirement Rs./MT (DD)
	i. Quantity of Denison paper or any TUP (thermally upgraded paper).	1.136	E = _____		(1.136 x E + 0.6 x F)/2854.4
	ii. Quantity of Nomex paper.	0.6	F = _____		
Sum of total value (Rs./MT) at sl.no. 3 B (CC) & 3 C (DD) shall be used for evaluation purpose. Taxes & duties as applicable on part-I bid opening date shall be added to arrive at total landed cost to BHEL (net of cenvat).					

Signature, Name & design of the Authorized Signatory



PRICE FORMAT BID PART-II FOR ENQUIRY NO. E-0661882 (INDIGENOUS BIDDERS)**CATEGORY-II****PCCW TO BE PROCURED UNDER DEEC (NIL DUTY MF@1)**

S. No.	Description
1	Name & Address of the supplier
2	Estimated Tendered Quantity (MT)
	Bhopal Unit Jhansi Unit Total
	244.6 924 1168.6
3A	Rate schedule on F.O.R. destination basis
	a) LME CSP for grade 'A' Copper (US \$ / MT) & SBI TT selling rate
	As on 3 rd LME working day from date of LOI (excluding date of LOI) will be applicable. For evaluation purpose, LME & SBI TT selling rate as on techno commercial bid (part-I) opening date shall be considered. If on bid opening date is holiday then last LME working day prior to bid opening (part-I) shall be considered.
	b) Premium (US \$/ MT)
	USD 240 (FIXED)
	c) AA- Net copper rate, (Rs./MT)
	= (LME + Premium) X SBI TT selling rate X MF @ 1.0 (presently)

3B.	Tender enquiry items	PCCW Qty in MT (DEEC)	Fabrication rate (in Rs./MT) – to be quoted by bidder	FOR rate (Rs./MT)	Total Value, Rs./ MT (CC) ("AA" is as per sl.no 3A (c)) $=((AA+A)*193.2+(AA+B)*346+(AA+C)*438+(AA+D)*191.4)/1168.6$
	i. Ordinary PCCW	193.2	A=_____	= AA + A	
	ii. Proof Stressed PCCW	346	B=_____	= AA + B	
	iii. Bunched PCCW	438	C=_____	= AA + C	
	iv. Proof stress + bunched PCCW	191.4	D=_____	= AA +D	
3C.	Additional paper required to be used in PCCW from sl.no B (i) to iv above	Paper Qty in MT	Rate in Rs. / MT for paper at sl. no. 3C (i) only to be used in PCCW from sl.no B (i) to iv above (These rates are over and above the fabrication rates quoted at Sl. No. i to iv above)		Total value for additional paper requirement Rs./MT (DD)
	i. Quantity of Denison paper or any TUP (thermally upgraded paper).	0.544	E = _____		$(0.544 \times E)/1168.6$
Sum of total value (Rs./MT) at sl.no. 3 B (CC) & 3 C (DD) shall be used for evaluation purpose. Taxes & duties as applicable as applicable on part-I bid opening date shall be added to arrive at total landed cost to BHEL (net of cenvat).					

- Note:-
- *MF = Multiplication Factor equivalent to effective import duty on CC rods as on the date of the copper booking. Presently MF is 1.0559 for Merit basis & 1.0 for DEEC (supplies under invalidation).
 - The above quoted fabrication rates are inclusive of packing & forwarding charges on F.O.R. destination basis. PCCW may be supplied in part truck load.
 - The above quoted fabrication rates shall remain unaltered irrespective of thickness of insulation, number of identification tags, weight per order, weight per delivery etc.
 - Evaluation of item at sl.no.3B (i) to (iv) & 3C (i) & (ii) of CATEGORY-I shall be done on overall L1 basis separately. Evaluation at sl.no. sl.no.3B (i) to (iv) & 3C (i) of CATEGORY-II shall be done on overall L1 basis separately.
 - Bidders shall have to quote for each of the items of respective category as per annexure – III for their offers to be considered else their offer shall be rejected for respective category.
 - The bid shall be evaluated category wise separately on total delivered cost to BHEL (i.e landed cost net of cenvat) taking into account all duties/taxes/Cess etc. as could be applicable and based on the LME CSP, exchange rate prevailing on the date of tender opening (bid part-I).

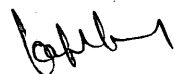
IMPORTANT NOTE: 1-Bidders to fill values "Q" or "NQ" in Technocommercial part bid against only A,B,C,D,E & F above wherever applicable.
2- Bidders to fill values in Rs/MT in Price part bid against only A,B,C,D,E & F above wherever applicable.

PRICE FORMAT BID PART-II FOR ENQUIRY NO. E-0661882 (FOREIGN BIDERS)**CATEGORY-I****PCCW TO BE PROCURED UNDER MERIT (Basic duty- 7.5%)**

S. No.	Description		
1	Name & Address of the supplier		
2	Estimated Tendered Quantity (MT)	Bhopal Unit	Jhansi Unit
		978.4	1876
		Total	
		2854.4	
3A	Rate schedule on F.O.R. destination basis		Rate in per MT basis
	a) LME CSP for grade 'A' Copper (US \$ / MT) & SBI TT selling rate		As on 3 rd LME working day from date of LOI (excluding date of LOI) will be applicable. For evaluation purpose, LME & SBI TT selling rate as on techno commercial bid (part-I) opening date shall be considered. If on bid opening date is holiday then last LME working day prior to bid opening (part-I) shall be considered.
	b) Premium (US \$/ MT)		USD 240 (FIXED)
	c) Finance & Handling charges (US \$/ MT)		As quoted at 12A in annexure II
	d) AA- Net copper rate, (US \$/ MT)		= (LME + Premium) + Finance & Handling charges as per 3A (c) above

3 B.	Tender enquiry items	PCCW Qty in MT (Merit)	Fabrication rate in (US \$/ MT) – to be quoted by bidder	FOR rate (US \$/ MT)	Total Value, US \$/ MT (CC) ("AA" is as per sl.no 3A (d))
	i. Ordinary PCCW	447.8	A= _____	= AA + A	= ((AA+A)*447.8+(AA+B)*734+(AA+C)*1167+(AA+D)*505.6)/2854.4
	ii. Proof Stressed PCCW	734	B= _____	= AA + B	
	iii. Bunched PCCW	1167	C= _____	= AA + C	
	iv. Proof stress + bunched PCCW	505.6	D= _____	= AA + D	
3C.	Additional paper required to be used in PCCW from sl.no B (i) to iv above	Paper Qty in MT	Rate in (US \$/ MT) for paper at sl. no. 3C (i) & (ii) only to be used in PCCW from sl.no B (i) to iv above (These rates are over and above the fabrication rates quoted at Sl. No. i to iv above		Total value for additional paper requirement (US \$/ MT) (DD)
	i. Quantity of Denison paper or any TUP (thermally upgraded paper).	1.136	E = _____		(1.136 x E + 0.6 x F)/2854.4
	ii. Quantity of Nomex paper.	0.6	F = _____		
Sum of total value (US \$/ MT)) at sl.no. 3 B (CC) & 3 C (DD) shall be used for evaluation purpose. Presently basic duty is 7.5%. However custom duty & other taxes/incidental charges as applicable on part-I bid opening date shall be added to arrive at total landed cost to BHEL (net of cenvat). In addition freight & insurance charges for movement from Mandideep to BHEL Jhansi/Bhopal as per BHEL Jhansi rate contract rate shall be loaded.					

Signature, Name & design of the Authorized Signatory



PRICE FORMAT BID PART-II FOR ENQUIRY NO. E-0661882 (FOREIGN BIDERS)**CATEGORY-II****PCCW TO BE PROCURED UNDER DEEC (Basic duty- Nil)**

S. No.	Description
1	Name & Address of the supplier
2	Estimated Tendered Quantity (MT)
	Bhopal Unit Jhansi Unit Total
	244.6 924 1168.6
3A	Rate schedule on F.O.R. destination basis
	a) LME CSP for grade 'A' Copper (US \$ / MT) & SBI TT selling rate
	As on 3 rd LME working day from date of LOI (excluding date of LOI) will be applicable. For evaluation purpose, LME & SBI TT selling rate as on techno commercial bid (part-I) opening date shall be considered. If on bid opening date is holiday then last LME working day prior to bid opening (part-I) shall be considered.
	b) Premium (US \$/ MT)
	USD 240 (FIXED)
	c) Finance & Handling charges (US \$/ MT)
	As quoted at 12A in annexure II
	d) AA- Net copper rate, (US \$/ MT)
	= (LME + Premium) + Finance & Handling charges as per 3A(c) above

3 B.	Tender enquiry items	PCCW Qty in MT (DEEC)	Fabrication rate in (US \$/ MT) – to be quoted by bidder	FOR rate (US \$/ MT)	Total Value, US \$/ MT (CC) ("AA" is as per sl.no 3A (d)) $=((AA+A)*193.2+(AA+B)*346+(AA+C)*438+(AA+D)*191.4)/1168.6$
	i. Ordinary PCCW	193.2	A=_____	= AA + A	
	ii. Proof Stressed PCCW	346	B=_____	= AA + B	
	iii. Bunched PCCW	438	C=_____	= AA + C	
	iv. Proof stress + bunched PCCW	191.4	D=_____	= AA +D	
3C.	Additional paper required to be used in PCCW from sl.no B (i) to iv above	Paper Qty in MT	Rate in (US \$/ MT) for paper at sl. no. 3C (i) only to be used in PCCW from sl.no B (i) to iv above (These rates are over and above the fabrication rates quoted at Sl. No. i to iv above)		Total value for additional paper requirement (US \$/ MT) (DD)
	i. Quantity of Denison paper or any TUP (thermally upgraded paper).	0.544	E = _____		$(0.544 \times E)/1168.6$
Sum of total value (US \$/ MT)) at sl.no. 3 B (CC) & 3 C (DD) shall be used for evaluation purpose. Presently basic duty is NIL under DEEC. However custom duty & other taxes, exemptions/incidental charges as applicable on part-I bid opening date shall be added to arrive at total landed cost to BHEL (net of cenvat). In addition freight & insurance charges for movement from Mandideep to BHEL Jhansi/Bhopal as per BHEL Jhansi rate contract rate shall be loaded.					

- Note:-
- The above quoted fabrication rates are inclusive of packing & forwarding charges on CIF ICD mandideep basis (Bhopal (M.P), India).
 - The above quoted fabrication rates shall remain unaltered irrespective of thickness of insulation, number of identification tags, weight per order, weight per delivery etc.
 - Evaluation of item at sl.no.3B (i) to (iv) & 3C (i) & (ii) of CATEGORY-I shall be done on overall L1 basis separately. Evaluation at sl.no. sl.no.3B (i) to (iv) & 3C (i) of CATEGORY-II shall be done on overall L1 basis separately.
 - Bidders shall have to quote for each of the items of respective category as per annexure – III A for their offers to be considered else their offer shall be rejected for respective category.
 - The bid shall be evaluated category wise separately on total delivered cost to BHEL (i.e landed cost net of cenvat) taking into account all duties,taxes & exemptions etc. as could be applicable on part-I bid opening date and based on the LME CSP, exchange rate prevailing on the date of tender opening (bid part-I).

IMPORTANT NOTE: 1-Bidders to fill values "Q" or "NQ" in Technocommercial part bid against only A,B,C,D,E & F above wherever applicable.
2-Bidders to fill values in US \$/MT in Price part bid against only A,B,C,D,E & F above wherever applicable.

Signature, Name & design of the Authorized Signatory