

E0840230

**INSTRUCTION FOR SUBMISSION OF TENDER**

1. The offers against the enquiry shall be submitted in two parts. The first part called Techno-commercial bid i.e. Part-A shall be un-priced and will be submitted in line with Annexure I & II.  
Duly signed copy of annexures I, II, III, IV (unpriced bid copy) & V shall be submitted by supplier in techno-commercial bid as a token of acceptance of our tender terms & conditions. If above said signed documents are not submitted the offer shall be liable for rejection.  
  
The second part called Price-bid i.e. Part-B shall be submitted in the format given in annexure -IV.
2. The vendors shall submit Part-A and part-B of their bids in two different sealed envelopes duly super scribing- Enquiry No. and part No. of the bid. These two parts of the bid shall be kept together in the third envelope giving enquiry No. due date and time of opening as indicated the tender document (Enquiry No..... due date on ....., 13.15 Hrs)
3. Part-A of the bid alone shall be opened on the due date in presence of the tenderers in the first instance. This part of the bid shall be examined in detail. Part-B of the bid shall be opened only for those tenderers whose Techno Commercial offers are found acceptable by BHEL. Such tenderers shall be advised the date and time of opening of part B i.e. price part to their bids. Tenderers must carefully go through all the instruction and conditions before filling in part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection.
4. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed. While submitting the bid, these very pages are to be used in original. The tenderer is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any.
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of the technical and commercial parameter.
6. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the General terms & conditions of the contract as pre-printed overleaf of the enquiry.
7. No over-writing in any of the documents of Part-A of Part-B is permitted. Corrections in the bid should normally be avoided. However, when these

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become essential, bidder shall strike out the incorrect information and put the correct information duly endorsing each correction with his signatures.

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We confirm above instructions have been fully understood. We further confirm that price bid has been submitted exactly in line with format at annexure- III without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order quantity , slab rate, discount for quantity, deviation in payment terms etc.) BHEL has full right not to accept our offer.

Signature: .....  
Name.....  
Designation.....  
Seal.....

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Annexure - I

QUALIFYING REQUIREMENT

1. The bidder should be the original manufacturer of copper tubes and should have the complete manufacturing / processing facilities for casting, melting, rolling and extrusion of copper material. The bidder should be capable of manufacturing copper tubes of diameters between 6mm to 60.33 mm with wall thicknesses varying between 1 tk to 7.5 tk and lengths upto 7200mm. In support they have to submit the list of manufacturing facilities & capabilities available with them.
2. The bidder should have material & electrical testing facilities for chemical composition test, tensile strength test, hardness test, resistivity / conductivity test. In support they have to submit the list of testing facilities & capabilities available with them.
3. The manufacture should also have well established quality system in place including quality plan & procedure for manufacturing of the copper tubes. In support of above bidder to submit copy of ISO 9001 certificate or copy of their quality system, quality assurance plan.
4. The bidder should have been supplying copper tubes of diameters between 6mm to 72 mm with wall thicknesses varying between 1 tk to 7.5 tk for a minimum period of 2 yrs as on date of issue of tender. In support Purchase Order copies – at least two each in size range of 6-15, 16- 40, 41-60.33 to be submitted indicating length/qty/weight for the period specified and weight totaling 25 tons for the two year period.

*Ap. Kumar*

**COMMERCIAL TERMS & CONDITIONS**

1. The rate contract shall be valid for ordering of one year from the date of finalization and supply upto 3 months thereafter. The contract may be extended for maximum one year (or part thereof) on mutual consent. Regular PO on need basis will be placed by BHEL as and when required under the provision and during the validity of the rate contract.

2. The order shall be awarded for supply on finished basis. Price on finished basis shall consist of basic copper rates and fabrication rates. For copper rates refer sl.no.4 below.

3. Offers shall be submitted in two bid i.e. part A & part B.

"Part A" called techno-commercial bid shall be unpriced consisting of technical detail and commercial terms & conditions.

"Part B" called price bid and total fabrication charges (Rs./Kg) on FOR BHEL Jhansi basis inclusive of packing, forwarding, freight & insurance charges shall be quoted by supplier in this part only. **Price bid shall be submitted in format as given in annexure 'IV'.**

For evaluation purpose, copper rate shall be considered as per BME circular dtd.01.07.15/ next working day.

4. Final price in purchase order on finished basis shall consist of basic copper rates and fabrication rates.

Final item rate in Rs./Kg= Copper rate in Rs./kg + Fabrication charges in Rs./Kg

a) Basic copper rates shall be taken as per BME circular prevailing as on date of our letter of intent (LOI)/PO i.e. for LOI given between 1<sup>st</sup> to 15<sup>th</sup> day of calendar month, BME price as per prevailing circular issued on 1<sup>st</sup> /next working day of month shall be applicable. For LOI given between 16<sup>th</sup> to last day of calendar month, BME price as per prevailing circular issued on 16<sup>th</sup> /next working day of month shall be applicable.

b) Fabrication rates:- Total fabrication rates (Rs./Kg) as quoted by supplier /as finalized.

5. The validity of the quotation shall be for a period of 90 days from the opening date of tender.

6. **Payment Terms:**

100% payment after 60 days of receipt and acceptance of material at BHEL works. The suppliers who are availing MSMED facility (payment

by BHEL within 45 days of DRS if there is no objection) with us will continue to get this facility. This facility can be extended to other eligible suppliers also. For other suppliers, standard payment terms shall be applicable for deciding tender. Both payment terms will be treated at par.

For any other payment term, BHEL will load total cash outflow in case of alternate payment terms 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 10%.

In case where there are deferred payment terms i.e. payment in more than one stage, loading shall be done on pro-rata basis on the deferred amounts.

- 7. Offer received with any conditions not mentioned in our tender e.g. minimum ordered quantity, slab wise rate etc. shall be liable for rejection.
- 8. Blank price bid/ copy of price bid after erasing price must be submitted alongwith techno-commercial bid.
- 9. "Offer based on firm prices or offers with PVC based on other base price shall be liable for rejection".
- 10. The tubes are required in wooden packing.
- 11. Quantity tolerance against individual PO item and lots as also collectively shall be  $\pm 5\%$ .
- 12. Duly signed copy of mandatory sheet regarding instruction to bidders for compliance shall be submitted along with techno-commercial bid. Sheet is enclosed herewith as annexure V.

13. **Reverse auction:**

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

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'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL.

Information and General Terms and conditions governing RA are mentioned in annexure-VI.

- 14. The bidders are requested to indicate their production capacity in MT/ month which will be available for BHEL Jhansi during this contract validity period. Imposition of LD due to late delivery and risk & cost purchase will be done on suppliers failing to meet delivery commitment since BHEL will be committing large quantity based on your capacity declaration.
- 15. Inspection shall be done by BHEL at BHEL Jhansi. Test certificate as per specification shall be furnished alongwith supply.
- 16. **Manner of Splitting of rate contract quantity** : The rate contract may be finalized with more than one vendor. However, allocation of rate contract quantity will be in decreasing order (max quantity to the lowest bidder L1, then to L2, L3 etc considering their capacity & delivery / production requirement of BHEL. The rate contract will be established with in n suppliers (n being variable depending on response of counter offer of L1 landed rate but limited to 2 )

The distribution of rate contract quantity shall be as follows :

Rank*	Weightage	% Share
1 (vendor with lowest rate )	n	$n/Z \times 100$
2	n-1	$n-1/Z \times 100$
3	n-2	$n-2/Z \times 100$
4	n-3	$n-3/Z \times 100$
n ( Vendor who has accepted counter offer & has bid highest rate among 1 to 'n')	1	$1/Z \times 100$

$$\text{Total Z} = \frac{n(n+1)}{2}$$

L1 and those vendors who accept counter offer have to accept distribution of quantity as above.

**\*Rank of Suppliers among L1 and those who have accepted counter offer (from lowest rate to highest rate)**

*Signature*

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17. The L1 rate will be counter offered in sequence to L2 L3 , L4 .....( Low to high ).....for acceptance till a total of required vendors are available for finalization of rate contract at L1 negotiated rate.
18. In case of distribution of quantity with more than one supplier, percentage ordering may vary depending on performance & delivery rate of vendor.
19. Quantity of individual item given in enquiry is indicative only. It may vary in +-30%. This quantity and variation +-30% is for evaluation of value of RC. During execution of RC awarded to a vendor, quantity of individual item may vary in any ratio but it is limited to total value calculated on the basis of quantity of individual item awarded to vendor limited to +-30% of the value of RC.
20. Total quantity of RC may have to be delivered in small quantity lots i.e. quantity less than 2-3 MT on FOR BHEL Jhansi basis. Suppliers to take care of this requirement while submitting their prices.
21. BHEL reserves the right to enter rate contract for full or part quantity without assigning any reasons.
22. In case the bidder has not submitted PAN no, TIN no. and e mail id , The bidder has to submit the same along with a copy of PAN no. and TIN no. else, their offer is liable to be rejected.
23. The offers of suppliers whose supplies against previous purchase orders of BHEL Jhansi are overdue by more than 20 weeks on the date of Techno-commercial bid opening shall not be considered for price bid opening /reverse auction.

NOTE: If any of the tender conditions are not accepted the offer shall be liable for rejection.

Signature: .....  
Name.....  
Designation & seal of company.....

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## Annexure – III

**TECHNO COMMERCIAL BID PART-A, E-0840230**

(Supplier should fill up this bid by putting the tick in accepted/ non accepted column)  
**SUPPLIER'S NAME & ADDRESS**

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.....

**TECHNICAL PART**

A.	Copper tubes shall be supplied as per specification & detail given in enquiry, total 04 items	Accepted/Not accepted
B	Test certificate as per spec shall be provided along with supply	Accepted/Not accepted
C	Capacity reserved for BHEL Jhansi in MT	..... MT Per Month
		..... MT Per annum
<b>COMMERCIAL PART</b>		
D	Penalty clause as well as other conditions given in general Terms & Conditions and Standard enquiry terms & conditions are acceptable to us.	Accepted/Not accepted
E	Fabrication rates quoted in the price bid are on F.O.R. BHEL Jhansi basis inclusive of packing, forwarding, freight & insurance charges.	Accepted/Not accepted
F	Validity of the rates quoted is 90 days from the date of opening of tender.	Accepted/Not accepted
G	100% payment after 60 days of receipt and acceptance of material at BHEL's works (For suppliers who are availing MSMED facility, payment term shall be within 45 days of DRS if there is no objection) Indicate if MSMED supplier & enclose certificate. For any other payment term, BHEL will load total cash outflow in case of alternate payment terms 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 10%. In case where there are deferred payment terms i.e. payment in more than one stage, loading shall be done on pro-rata basis on the deferred amounts.	Accepted/Not accepted MSMED-Yes / No
H	One single rate for each enquiry item has been quoted with price bid (Part B of offer) which is not linked with quantity or any other condition not included in BHEL terms & condition.	Accepted/Not accepted
I	Copy of blank price bid submitted along with techno-commercial bid	Yes /No

Tender rate contract

*Signature*

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J	Duly signed copy of mandatory sheet submitted along with techno-commercial bid	Accepted/Not accepted
K	Delivery period from the date of PO	.....
L	Applicable rate of excise duty on finished product	.....
M	Applicable rate of sales tax on finished product (CST/VAT)	.....
N	BHEL may finalize the order on the basis of rate obtained either through Reverse Auction or through sealed price bid.	Accepted/Not accepted
	Note : If any of the above conditions are not accepted the offer shall be liable for rejection.	

Email Id : \_\_\_\_\_  
 Telephone No. : \_\_\_\_\_  
 Fax No : \_\_\_\_\_  
 Person to be contracted: .....

Signature bidder.....  
 Name.....  
 Designation & seal of company.....

*Bapulbama*

**PART - B**  
**PRICE - BID**

To,  
The DGM (MM)  
BHEL JHANSI- 284 129

**Subject: Price bid against your enquiry no. E0840230 for copper tubes**

Dear sir,

1. We are quoting minimum fabrication rate ( Rs./ Kg) on FOR BHEL Jhansi basis inclusive of packing, forwarding, freight and insurance charges.
2. Fabrication rates for copper tube as per enquiry are as below:

Sl. No.	Item/Size as per enquiry	Fab.Rate (Rs./Kgs)
01.	Copper Tube 20 to 44 O/D in 2500 MM length to CPS BP 12082 Rev 05 as per attached annexure SL no. 1 to 4.	
02.	Copper Tube 60.33 O/D in 6600 MM or 6900 MM Length to CPS BP 12082 Rev 05 and as per attached annexure SL No. 7 to 10.	
03.	Copper Tube 6 O/D in 4 to 6 MTR Length to CPS BP 12082 Rev 05 and As per attached annexure SL No. 11	
04.	Copper Tube 45 to 63.33 O/D in 2500 MM to 6500 MM Length to CPS BP 12082 Rev 05 and as per attached annexure SL No. 5 to 6.	

**NOTE:**

The price bid submitted in any other fashion or by adding any condition (e.g minimum order quantity, rate applicable for specified quantity, discount for quantity, rate based on slab etc.) shall be straight away REJECTED even if offer has been found technically acceptable before opening of price bid.

Signature bidder.....  
Name.....  
Designation.....  
Seal of Company.....

*Bapubanshi*

Annexure - V**Mandatory sheet regarding instruction to bidders for compliance**

(to be necessarily signed by bidder &amp; submitted along with offer)

Enquiry No. E..... (Rev.....) Due on .....

Sl. No. ..	Description	Confirmation by vendor
1.	(a) We confirm that our offer meets in toto all the technical requirements as given in the enquiry item description, technical annexure & remarks of the tender.	Accepted
	(b) Technical deviations, if any, are to be clearly brought out in offer itself. <b>(Note: offers with technical deviations are liable for rejection)</b>	Accepted
2.	(a) We confirm acceptance of all the commercial terms & conditions of purchase enquiry.	Accepted
	(b) Commercial deviations, if any, are to be specifically brought out in offer itself.	Accepted
3.	<b>Terms of payment:</b>	
	(a) <b><u>BHEL standard terms of payment:</u></b> Our standard payment term is, "100% payment after 60 days of receipt and acceptance of material at BHEL works." The supplier, who are availing SIDBI/HDFC bill discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated at par with standard terms of payment. The bidders, who are registered with BHEL under <b>micro &amp; small categories (refer MSMED ACT 2006)</b> & quoted <b>payment within 45 days of DRS, if there is no objection</b> will also be treated at par with standard terms of payment.	Accepted
	(b) <b><u>For any other payment term :</u></b> BHEL will load total cash outflow in case of alternate payment terms 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 10%. In case where there are deferred payment terms i.e. payment in more than one stage, loading shall be done on pro-rata basis on the deferred amounts.	Accepted
4.	<b><u>Liquidated Damage (L.D.):</u></b> Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of 1/2% the prices of goods in arrear per week subject to a maximum of 10% of the order value.	Accepted

*Signature*

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5.	<p><b>Guarantee:</b>          In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.</p>	Accepted
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**Note-**

1-The above terms & conditions shall be read in conjunction with BHEL's standard terms & conditions of enquiry, wherever difference in terms & conditions is there, the terms & conditions mentioned in this mandatory sheet shall prevail.

2- In case of any discrepancy/deviation in terms & conditions accepted in mandatory sheet and given in the offer, their acceptance given on mandatory sheet shall be considered.

Signature .....

Name .....

Company's Name .....

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### Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

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10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

*Capitulum*

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