

**Annexure-1: Conditions of Contract**  
**Tender Enquiry: 201900761**  
**(Copper Braided Flexible including Silver Plating & Electro Tinning)**  
**Annual Framework Agreement**

**Pre-Qualifying Criteria**

1. Average supply minimum @ 10 MT per year in past 03 three years or 10 MT in previous year.  
(Attach proper documents/ Purchase Order for this scope of tender)
2. Monthly capacity minimum @3 MT. (Self-declaration required)
3. Registered with Goods & Services Tax, Income Tax if applicable & other authorities.  
(Attach proper documents)
4. Bidder should have all required facilities for manufacturing of **Copper Braided Flexibles**.  
(Self-declaration required)
5. Enclose Integrity Pact applicable with this enquiry. ONLY THOSE BIDDERS WHO HAVE ENTERED INTO SUCH AN IP (integrity pact) WITH BHEL WOULD BE COMPETENT TO PARTICIPATE IN THE BIDDING.  
(Duly signed & stamped copy from authorized signatory required).
6. Average Turnover or Sales revenue must have been 3 Crores in at least one financial year during the last three years. Does your firm meet this criteria? If Yes, please submit the audited balance sheet (not before than FY 2015-16) in support of your claim. (Attach audited balance sheet)
7. Bidder must not be under category “banned” or “de-barred from dealing” by BHEL/Govt. of India or referred to or declared sick by Board for Industrial and Financial Reconstruction (BIFR) or National Company Law Tribunal (NCLT) on tender due date/time. In case a firm is banned or de-barred by BHEL/Govt. of India at any point of time i.e. pre & post finalization of purchase order, all dealings with BHEL shall cease to exist with immediate effect. (Self-declaration required)
8. OFFER AGAINST SUBJECT TENDER CAN BE SUBMITTED ONLY IN ONLINE MODE THROUGH BHEL EPS PORTAL <https://bhel.abcprocure.com/>. OFFER RECEIVED THROUGH ANY OTHER MODE LIKE POSTAL, COURIER ETC. SHALL NOT BE ENTERTAINED.  
(Self-declaration required)
9. BHEL reserves the right to verify the information provided by vendor. IN CASE THE INFORMATION PROVIDED BY VENDOR IS FOUND TO BE FALSE/INCORRECT, THE OFFER SHALL BE SUMMARILY REJECTED. Bidder would extend all required support in verification of information. (self-declaration required)

**BIDDER’S SIGN & SEAL:**

## **Independent External Monitor**

- (a) IP is a tool to ensure that activities and transactions between the company and its bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Details of Independent External Monitor for this enquiry is as below:

**Mrs. Pravin Tripathi, IA & AS (Retd.)**  
**D-243, Anupam Gardens**  
**Lane IB, Neb Sarai,**  
**Sainik Farms**  
**New Delhi-110 068**  
**Email: [pravin.tripathi@gmail.com](mailto:pravin.tripathi@gmail.com)**

and

**Mr. D.R.S Chaudhary, IAS (Retd.)**  
**E-1/164, Arera Colony**  
**Bhopal- 462 016 (M.P.)**  
**Email: [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)**

## **General Conditions of Contract (GCC):**

1. Rates shall be quoted FOR BHEL RUDRAPUR (Address: CFP-BHEL RUDRAPUR, Kichha Bye Pass Road, Near FCI Godown, U.S.Nagar, Uttarakhand-263153).
2. Rates should be quoted for entering into frame work agreement for 01 year. Rates quoted shall be firm for 01 year for ordering. Multiples Orders shall be placed during currency of year on firm rates. PV Clause for Copper & Silver shall be applicable with this enquiry.
3. 100% payment shall be made within 45 days after receipt and verification of material at store subject to acceptance. Any deviation in payment terms will be loaded @ (SBI PLR rate at the time of tender opening + 6 %) annual interest for comparing standing.
4. Validity of the quotation must be 3 months from the date of tender opening.
5. Delivery time should be quantified for the sequential lots from the date of each PO.  
1<sup>st</sup> lot of 3MT within 02 months from PO date & subsequently 3MT/ month.
6. Risk Purchase clause shall be applicable with this enquiry.  
RISK PURCHASE CLAUSE: On finding non-supply of the PO as per PO delivery terms, BHEL may sources the material from any alternate arrangements/orders. On such occasions, the difference of amount shall be recovered from pending subsequent bill(s) of original supplier.
7. LD/Penalty clause shall be applicable with this enquiry.  
The delivery of goods shall be made strictly as per time limit specified in delivery schedule. Failure to supply within this period will make the supplier liable to a penalty of ½% (half percent) of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value for the reasons attributable to the party.

***Non acceptance of above clauses shall be considered as deviation to this tender and shall be loaded at the rate of 10% for each case for comparing standing.***

**BIDDER's SIGN & SEAL:**

**Special Conditions of Contract (SCC):**

**1. PV Clause & its applicability:**

**a) Copper Base Price:**

- i) Rates should be based on HCL's price of CC Copper Rod Ø16 @ **Rs.4,84,243/- PMT of 01.04.2019**. This is the basic HCL price, GST & other statutory levies will be extra as applicable. Rates based on any other base price shall NOT be acceptable.
- ii) Reference: Price circular no. HCL/HO/MKTG/Cu-P/2019-2020 dated: 01-Apr-2019.
- iii) Applicable rates shall be those of 1-month prior from the month in which delivery is being made e.g., if delivery of Copper Flexible is being made in September that the HCL price of 01-August will be taken for operating PV Clause.
- iv) PVC ratio shall be **1:1 per kg. (or 1: Unit weight of flexible as mentioned in different drawings)**. PVC ratio other than mentioned above shall not be acceptable.

**b) Silver Base Price:**

- i) The rates of Silver Plating are based on the basic rates of (Ready) Silver (99.9% purity) @**Rs.38,700.00/-** as per Mumbai Bullion Market & for any change in this rate, the Silver Closing Rate of Mumbai Bullion Market on the 1<sup>st</sup> working day of calendar month as published in the next day's edition of "The Economic Times" or "The Financial Express" shall be effective for supplies till the end of that month in which the plated components are to be supplied to BHEL.

Reference: **ET Intelligence Group, Mumbai Bullion Market (Ready) Silver 1kg** dated 30-Apr-2019.

- ii) PVC ratio for Silver Plating shall be **2:1 (two is to one)** i.e., for every increase/decrease by 1% in the rates of Silver, there shall be corresponding increase/decrease by 1/2%(half) in the rates of Silver Plating.
2. In case of Silver Plating on Ferrules of Copper Braided Flexibles, sq. cm. area of only outer portion will be applicable. Bidders, who do not agree for the same, may quote their Silver Plating rates for Copper Braided Flexibles after adjusting it suitably.
  3. No extra charges for tinning will be payable. Wherever tinning is required on ferrules, the rates should be inclusive of tinning charges.
  4. Although the purchases shall be made in "Nos.", however, **total weight of finished copper component/item shall be verified for inspection & payment purposes.**  
Payment shall be restricted to DRAWING WEIGHT. However, if actual weight is less than drawing weight, payment shall be made as per ACTUAL WEIGHT.
  5. **Offers shall be submitted in THREE BID SYSTEM.**  
PART- (A) BID: PRE-QUALIFYING CRITERIA BID  
PART- (B) BID: TECHNO COMMERCIAL BID WITH UNPRICE COPY  
PART- (C) BID: PRICE BID

**Offer submitted in single bid shall be liable for REJECTION.**

**BIDDER'S SIGN & SEAL:**

**6. BHEL reserves the right to:**

- A. To finalize the contract with maximum of 04 acceptable bidders.
- B. Distribution matrix as below shall be referred for distribution of this tender quantity.

	<b>DISTRIBUTION OF TENDER QUANTITY (%)</b>			
<b>Slab</b>	<b>L1</b>	<b>L2</b>	<b>L3</b>	<b>L4</b>
04 bidders	40	30	20	10
03 bidders	50	30	20	
02 bidders	60	40		
01 bidder	100			

- C. **BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction (RA) process.** In such case all qualified bidders will be intimated regarding procedure / modality for RA process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/ procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- D. Offers shall be evaluated on **overall total cost to BHEL Rudrapur** basis.
- E. After successful evaluation, break up for COPPER & SILVER shall be provided by L1 bidder for subsequent ordering / counter offering purposes.

**Important Note: -**

- 1) **Item No. 01 of this tender is COPPER BRAIDED FLEXIBLE of TINNED BRAIDS.**
- 2) **In case of ordering for BARE BRAIDS, a discount of Rs.45/- shall be deducted from finalized basic rate.**

- F. Accept/ reject, any or all tenders or part thereof without assigning any reasons.
- G. To terminate the F/A by giving a notice period of 15 days if the performance of the party is not found to be satisfactory.

**Technical Conditions of Contract (TCC):**

1. Technical Requirements of Copper Braided Flexible  
(RU/BDE/ENGG/CPPER BRAIDED FLEXIBLE/001 REV-02)
2. Sample Drawings 43001200124 R01, 41001200024 R02, 42001200054 R00, 43001200131 R00.
3. General Instructions for Sweating & Silver Plating on Copper Conductor & Flexible  
(45410000005 R06)
4. Corporate Purchasing Specification for Flexible Copper Braid-Annealed, Flat  
(AA120 10 R03)
5. Corporate Purchasing Specification for Solid Drawn Copper Tubes-Half Hard  
(AA120 14 R01)
6. Quality Assurance Plan (QAP)  
(QAP Doc No.QLY/QP/CBF/01 REV. NO.01 DT.02.05.2019 PAGE 1 OF 1)
7. Test Certificates shall be required with material in line with the attached annexure.

**BIDDER's SIGN & SEAL:**