Annexure-I of Enquiry

Supplier Name & Address: …………………………………………………………………
……………………………………………………………..……..

(Important: This format is to be submitted in original, along with Part-1 bid, duly signed & stamped by the supplier, as proof of acceptance.)

SL. NO.	DESCRIPTION	VENDOR'S RESPONSE
1.0	**TWO PART BID:**	
1.1	Sealed quotations are invited in **Two Part Bid System** for Rate Contract for supply of **Transformer Oil** to BHEL Jhansi & Bhopal, as per BHEL Enquiry specification. Details are as mentioned below:	☐ **Yes**
1.2	**Part-1: Techno-Commercial Bid**: Should be submitted in a sealed envelope, and shall contain all Technical offers and Annexures, including supporting documents for qualifying requirements, as per Enquiry. The sealed envelope should be clearly super-scribed as **"Part-1: Techno-Commercial Bid for Enquiry No: E1199004".** A copy of un-priced price schedule must also be kept in this envelope.	☐ **Yes**
1.3	**Part-2: Price Bid**: Should be submitted in **TEN separately sealed envelopes** and shall contain the duly filled in Price Schedule for each Item separately as enclosed with Enquiry in Annexure-II. The sealed envelope for each of the quoted Item should be clearly super-scribed as **"Part-2 & Price Bid for Enquiry-E1199004 Item No:……….".**	☐ **Yes**
1.4	All ELEVEN sealed envelopes (ONE Techno-Commercial + TEN Price Bid) shall be put in a single larger envelope. This envelope shall also be sealed and should be clearly super-scribed as **"Offer against Enquiry No: E1199004, Due On: (Due date to be mentioned as per Enquiry)".**	☐ **Yes**
1.5	Complete offer must reach on or before 13:15 of due date. Offer received after 13:15 of due date are Late Offers and Late Offers shall not be entertained.	
1.6	**Technical & Commercial Pre-Qualification Requirements for Vendors:** Vendors are requested to go through the same, and submit the Annexure duly signed and sealed along with Part-1 Techno-Commercial bid. **Documentary proof for all the parameters <u>must</u> be enclosed.** **(Note: All Annexures & supporting documents other than Price Bid (Annexure-II) to be submitted with Part-1 (Techno-Commercial) bid only.)**	☐ **Yes**
1.7	Offers from vendors not meeting the qualification requirements, shall be rejected, and Part-2 (Price) bid of such vendors will not be opened.	☐ **Yes**
1.8	**Please submit all relevant documents as per PQR along with Part-1 bid. The document details should be furnished as per Annexure-III (PQR).**	☐ **Yes**
2.0	**RATE CONTRACT (RC) PERIOD, QUANTITIES AND SPLIT OF QUANTITIES:**	
2.1	**Validity Period of Rate Contract:** Rate Contract / Framework Agreement (RC / FA) will be valid for 2 years for ordering and supply up to 3 months thereafter.	☐ **Yes**

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<table>
<tr><td>2.2</td><td>Rate Contract (RC / FA) Quantity for RC / FA Validity Period of 2 Years:
<table>
<tr><th>Item No</th><th>Item Description</th><th>Quantity (KL)</th></tr>
<tr><td>1</td><td>Transformer Oil (Type II-uninhibited) Confirming to Latest Revision of IS:335:2018 (Presently Fifth Revision)</td><td>10000KL</td></tr>
<tr><td>2</td><td>TRANSFORMER OIL AS PER
IEC 60296</td><td>1400KL</td></tr>
<tr><td>3</td><td>TRANSFORMER OIL AS PER MPPTCL SPECIFICATION</td><td>3000KL</td></tr>
<tr><td>4</td><td>TRANSFORMER OIL AS PER PSTCL SPECIFICATION</td><td>800KL</td></tr>
<tr><td>5</td><td>TRANSFORMER OIL AS PER JS27198 rev 01 Inhibited Oil</td><td>1200KL</td></tr>
<tr><td>6</td><td>TRANSFORMER OIL AS PER JS27199 rev 00 Shell Diala Oil</td><td>1300KL</td></tr>
<tr><td>7</td><td>TRANSFORMER OIL AS PER NTPC SPECIFICATION</td><td>1200KL</td></tr>
<tr><td>8</td><td>TRANSFORMER OIL AS PER PGCIL R04 - Uninhibited</td><td>400KL</td></tr>
<tr><td>9</td><td>TRANSFORMER OIL AS PER PGCIL R10 - Inhibited</td><td>500KL</td></tr>
<tr><td>10</td><td>TRANSFORMER OIL AS PER NPCIL SPECIFICATION</td><td>200KL</td></tr>
<tr><td colspan="2">Total Quantity</td><td>20000KL</td></tr>
<tr><td colspan="2">Total Quantity (With +30%)</td><td>26000KL</td></tr>
</table>
Note: For Enquiry Item-3 to 10 the bidder should be approved by the respective customer/s as detailed in PQR. Copy of vendor approval by the respective customer to be submitted with Part-1 bid.</td><td>☐ Noted</td></tr>
<tr><td>2.3</td><td>RC quantity shall be split between two vendors in the ratio of 65:35.</td><td>☐ Yes</td></tr>
<tr><td>2.4</td><td>RC Quantity Variation: Quantity variation of ±30% will be applicable for individual vendors.

RC / FA shall be controlled by total quantity of RC / FA entered into with a vendor and irrespective of quantity of individual Item. Item wise quantity requirement is tentative and ordering of Items can vary to any extant within the total quantity of RC entered into with a vendor (taking quantity of all awarded RC / FA Items to that vendor together) limited to +/-30% of total quantity of RC / FA.</td><td>☐ Yes</td></tr>
<tr><td>2.5</td><td>Other units of BHEL (including sites) can also use this RC for placing order, subject to confirmation from BHEL Jhansi (as applicable).</td><td>☐ Yes</td></tr>
<tr><td>2.6</td><td>For Enquiry Item-3 to 10 the bidder should be approved by the respective customer/s as detailed in PQR. Copy of vendor approval by the respective customer to be submitted with Part-1 bid.</td><td>☐ Yes</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>3.0</td><td>TECHNICAL EVALUATION, PRICE EVALUATION TO ASCERTAIN L1 VENDOR & SPLITTING OF QUANTITY AMONGST VENDORS:</td><td></td></tr>
<tr><td>3.1</td><td>Offers will be evaluated on individual L1 basis for each Item separately.</td><td>☐ Yes</td></tr>
<tr><td>3.2</td><td>Extra charges have been fixed for validity period of RC / FA as given in Blank Price Bid format (Annexure-IIA). However, PVC shall be applicable for fixed charges of steel Barrel / Drum for domestic requirement & export requirement both as per Clause-5.2 of Annexure-I of the Enquiry.</td><td>☐ Yes</td></tr>
</table>

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3.4	a) Price Evaluation of rates and relative status of vendors shall be done on the basis of landed cost at BHEL Jhansi for each of the Enquiry Item separately (as final destination is not known at this time). Freight charge shall be calculated as per rates mentioned in Annexure-IIA.		☐ **Yes**
	b) Minimum distance (in km) shall be taken from Google Maps from the city of supplier's plant to BHEL Jhansi (as applicable) to maintain uniformity of quotations and ease of bid evaluation.		☐ **Yes**
	c) If vendor has more than one refinery, main refinery (from where major dispatches will be effected) shall be mentioned in offer for evaluation purpose and to ascertain relative status of vendors.		☐ **Yes**
	d) Main refinery (from where major dispatches will be effected) for evaluation purpose and to ascertain relative status of vendors.		....
4.0	**BASE PRICES FOR PRICE VARIATION CLAUSE (PVC) PURPOSE:**		
4.1	PVC of Transformer Oil (For ALL Enquiry Items) shall be on basis of TOBS Price of **Rs.65213/KL** as applicable on the **1st working day of December 2019 as per IEEMA circulars.**		☐ **Yes**
4.2	PVC of Barrels/ Drums (For Domestic Requirement & Export Requirement Both) shall be on the basis of Steel Drum Price of **Rs.1350/Drum** as applicable on the **1st working day of December 2019 as per IEEMA circulars.**		☐ **Yes**
5.	**PVC FORMULA:**		
5.1	**PVC Formula for Transformer Oil (For ALL Enquiry Items):**		
	PVC Formula:	**P = Po + Fc (Tb-Tbo)**	☐ **Yes**
	P	Payable Price of Oil in Rs./KL, at the time of supply.	
	Po	Finalized price (in RC) of Oil (in Rs./KL), with base rate of TOBS of **Rs. 65213/KL** as applicable on **1st working day of December 2019.**	
	Fc	**=1.10** (Financial constant to cover finance cost & other charges)	
	Tb	Price of TOBS in Rs./KL as applicable on 1st working day of the month just prior to the month of dispatch, as declared in IEEMA circulars on monthly basis.	
	Tbo	Price of TOBS in Rs./KL as applicable on **1st working day of December 2019 (Rs.65213/KL).**	
5.2	**PVC Formula for Steel Barrels/ Drums (For Domestic Requirement & Export Requirement Both):**		
	PVC Formula:	**Pb = Dbo + 4.80 (D-Do)**	☐ **Yes**
	Pb	Payable Price of Steel Barrel in Rs./KL, at the time of supply.	
	Dbo	Price of Steel Barrel (in Rs./KL) as per Annexure-IIA.	
	4.80	Factor to convert per Barrel (Drum) price to per KL price.	
	D	Steel Barrel price in **Rs./Drum** as applicable on 1st working day of the month just prior to the month of dispatch, as declared in IEEMA circulars on monthly basis.	
	Do	Steel Barrel price in **Rs./Drum**, as applicable on **1st working day of December 2019 (Rs.1350/Drum).**	
6.0	**TAXES AND DUTIES :**		
6.1	Suppliers have to submit offer in compliance to GST. All the statutory Taxes & Duties shall be paid extra as applicable.		☐ **Yes**

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6.2	Please furnish the following details for GST compliant offer.	
	a) Type of Item (Supply/Trading/Services)	
	b) Input Tax Credit Applicable (Y/N)	
	c) GST Type (IGST/CGST+SGST/UGST)	
	d) HSN /SAC code	
	e) Applicable value/ rate of GST	
	f) GSTIN No	
6.3	In case, GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied on BHEL (if any).	☐ **Yes**
6.4	In case, vendor delays declaring any invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied on BHEL (if any).	☐ **Yes**
7.0	**FREIGHT RATES:**	
7.1	Freight rates applicable for this RC / FA are mentioned in blank price bid format (**Annexure-IIA).**	☐ **Yes**
7.2	Freight rates shall remain **FIRM** during the period of this RC. However, for dispatch of only part oil quantity to site, less than a weight of 8 MT and for local delivery (within 100 km), BHEL Freight (as per BHEL approved Transport RC of respective unit) shall be applicable.	☐ **Yes**
7.3	**a. Detention Charges for Trucks (For Trfr Oil in Drums)**: Detention charges for Trucks are payable at the rate of **Rs.40 per KL per Day**, in case any Truck is detained beyond **6 days**.	☐ **Yes**
	b. Detention Charges for Tankers: Detention charges for Tankers are payable at the rate of **2 times the detention charges for trucks**, as mentioned above, in case any Tanker is detained beyond **6 days**.	☐ **Yes**
	c. Total detention charges shall be limited to maximum of **50%** of the basic freight charges.	☐ **Yes**
7.4	**Unloading at Site:** Unloading of material at site shall be in BHEL's scope in normal condition. However, unloading charges for supply of Trfr Oil in **Drums** shall be paid at the rate of **Rs.160 per KL**, if mentioned in PO or confirmed specifically by MM division.	☐ **Yes**
8.0	**TRANSIT INSURANCE**:	
8.1	Transit insurance shall have to be arranged by the vendor. However, in case if dispatch is through BHEL approved transporter, insurance shall be done by BHEL.	☐ **Yes**
9.0	**BANK GUARANTEE:**	
9.1	Standing Performance Bank Guarantee for **Rs.25 Lakhs** each separately in the name of BHEL Jhansi, valid for the entire period of RC (including Guarantee period of supplied oil), shall be furnished by the vendor in BHEL format, prior to release of payment against POs through this RC / FA. (**Note:** This BG shall be exclusive for RC / FA finalized against this Tender Enquiry.)	☐ **Yes**
10.0	**DUTY BENEFIT / INVALIDATION OF IMPORT LICENSE**	
10.1	Transformer Oil, for which import License (IL) are available with BHEL, shall be purchased through invalidation of IL in favor of bidders or through Advance	

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	Release Order (ARO). The bidders shall indicate acceptance/preparedness to execute supply of oil through invalidation route/ARO route and shall also submit details of procedure to be followed, documents to be disclosed from their side and the documents required from BHEL.	☐ Yes
10.2	The prices of oil (excluding drum price) would be reduced to the tune of applicable customs duty amount. The value on which custom duty amount will be passed on to the BHEL shall be the rate of finished oil (after updating as per IEEMA circular) for the month in which invalidation/consent letter is given. Relevant documentation for availing duty benefits/Excise benefit shall be arranged by BHEL/vendor for their part.	☐ Yes
10.3	The procedure for availing dispatch through invalidation of Import License shall be as below:	☐ Yes
	i) Availability of IL for particular project and requirement of invalidation shall be mentioned in Purchase Order of Transformer Oil.	☐ Yes
	ii) Vendor will give request letter for arranging Invalidation, mentioning PO Number, Item, quantity and Invoice value.	☐ Yes
	iii) Invalidation letter from DGFT will be arranged by BHEL in favour of vendor, based on this request letter. Invalidation letter along with a copy of original license will be given to vendor.	☐ Yes
	iv) Vendor to arrange Advance License from DGFT before dispatch of oil.	☐ Yes
	v) Oil shall be dispatched to site from vendor’s works, after receiving dispatch clearance from BHEL/ customer.	☐ Yes
	vi) Vendor to submit invoice to BHEL, incorporating reduction in price due to customs duty benefit with complete details and supporting calculations.	☐ Yes
	vii) BHEL will send one copy of invoice to customer for endorsement, with sign and stamp, as proof of receipt of oil at site. Same invoice copy to be endorsed, with sign and stamp, by the Jurisdictional Authority at site.	☐ Yes
	viii) This endorsed copy of invoice, then will be handed over to vendor for completing the formalities of closing of license.	☐ Yes
10.4	Vendor may please inform the change (if any) in above mentioned procedure due to implementation of GST.	☐ Yes
11.0	**PAYMENT TERMS :**	
11.1	**A. 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.. 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-1 bid opening) + 6%, for the purpose of bid evaluation. 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.	☐ 90 days ☐ MSME

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	B. 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. **C.** 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. **D**. 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.	☐ LC with 120 days usance period ☐ CAD for foreign bidder
11.2	For site deliveries, payment however, shall be processed only after production of receipted challan / LR /accepted BHEL MTS certificate and MICC or CIP from customer as per practice in vogue.	☐ **Yes**
11.3	For deliveries to BHEL Bhopal or Jhansi in Tankers, payment shall be processed after receipt and acceptance of Oil and issue of accepted SRV by BHEL.	☐ **Yes**
12.0	**TEST CERTIFICATES & INSPECTION REPORTS:**	
12.1	Test certificates shall be provided, along with supplies, as per relevant specification in triplicate for (i) Finished oil (ii) Barrel (If required by BHEL/End customer). However, one copy of inspection reports shall be furnished to BHEL Bhopal/ BHEL Jhansi (as applicable).	☐ **Yes**
12.2	After receipt of oil at site, joint verification of material with BHEL’s customer / BHEL’s representative shall be done and Material Receipt Certificate (MRC) shall be taken from BHEL’s customer/ BHEL’s representative, if desired by BHEL.	☐ **Yes**
12.3	Test Certificate shall have unique number for each case & shall not be repeated.	☐ **Yes**
13.0	**PURCHASE ORDERING.**	
13.1	Individual purchase order shall be issued to vendors as per BHEL requirement. Consignee details, approximate distance (in km) from vendor’s work to site and Import license No. for invalidation (if applicable) shall be mentioned in PO.	☐ **Yes**
13.2	Other documents required for inspection (especially for POWERGRID or NTPC cases) i.e. BBU/ R&D Plate Drawing/ MQP etc. shall be furnished to vendor along with PO.	☐ **Yes**
13.3	Quantity variation of ±5% shall be acceptable for supply of transformer oil in TANKER against each dispatch instruction given by MM.	☐ **Yes**
13.4	The distance from supplier’s works to site shall be taken as shortest distance as per Google Maps as furnished by CDC. CDC of BHEL Jhansi shall furnish the distance for freight purpose.	☐ **Yes**

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14.0	**DELIVERY DATE IN PO.**	
14.1	Delivery date in PO shall be mentioned **tentatively** as per BHEL requirement.	☐ **Yes**
14.2	Vendor to arrange for customer inspection / third party inspection as per the approved QAP furnished by BHEL or as per PO terms.	☐ **Yes**
14.3	Inspection / test certificate / other technical documents shall be arranged by vendor based on provisional dispatch clearance.	☐ **Yes**
14.4	**a. Dispatch Clearance**: On getting inspection report/TC/CIP/MICC etc. (as the case may be), the final dispatch clearance shall be given to the vendor by BHEL.	☐ **Yes**
	b. Dispatch of Oil: Oil shall be dispatched within a period of 15 days from the date of furnishing of final dispatch clearance.	☐ **Yes**
	c. Submission of dispatch documents to BHEL for issuance of MTS Note and e-way Bill: Dispatch documents i.e. legible scanned copies of Invoice and LR shall be furnished to BHEL immediately after dispatch (but not later than 3 days) for issuance of MTS and e way bill (if applicable).	☐ **Yes**
	d. Submission of dispatch documents to BHEL: Dispatch documents i.e. Invoice, Consignee LR (in original), test certificates, consolidated dispatch details and CIP/MICC/Dispatch Clearance from BHEL's customer (as applicable) shall be submitted to BHEL (Transformer Sales Department) within 7 days of dispatch of last truck (i.e. date of last LR). One set of above mentioned documents shall be submitted in MM for issue of MTS certificate. Also, bills for payment shall be submitted in Finance department at the earliest possible (but not later than 30 days from date of dispatch of last truck (i.e. date of last LR)).	☐ **Yes**
	e. Receipt of Oil at Site: Oil should reach respective sites not later than 30 days from the date of furnishing of dispatch clearance.	☐ **Yes**
15.0	**PENALTY FOR LATE DELIVERY**	
15.1	Acceptance of LD / Penalty for delayed performance as per Clause SL-8 of Rev-3 of GTC of Enquiry, if dispatch or receipt of material is delayed beyond the period mentioned in Clause-14.4 (b) and 14.4 (e) above.	☐ **Yes**
16.0	**RISK PURCHASE**	
16.1	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/index.php/vender	☐ **Yes**
17.0	**GUARANTEE:**	
17.1	Oil should be guaranteed for a period of 12 months from the date of use or 24 months from the date of dispatch, whichever is earlier.	☐ **Yes**
18.0	**BARREL (DRUM):**	
18.1	Oil should be dispatched either in Tankers or in steel Barrels / Drums as per BHEL's requirement. Price of Barrel / Drum is indicated in **Annexure-IIA.**	☐ **Yes**
18.2	The Barrels / Drums should conform to IS-1783, Part-I, Grade-A, Type-2. Nominal oil capacity of the Barrel (Drum) should be **210 Liters** at 29.5ºC. It	☐ **Yes**

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	should also comply with following requirements:	
	i) For indigenous domestic requirement, steel Drum (Barrel) should be painted with oil resistant epoxy paint of minimum 25 micron thickness from inside and with enamel paint of minimum 40 micron thickness with suitable primer and paint coating each of minimum 20 micron thickness from outside.	☐ **Yes**
	ii) Alternatively, barrels / drums should be hot dip galvanized conforming to IS: 4759 for protection against atmospheric corrosion.	☐ **Yes**
	iii) For export requirement, steel Drum (Barrel) should be painted with oil resistant epoxy paint of minimum 25 micron thickness from inside and with Polyurethane paint of minimum 40 micron thickness with suitable primer and paint coating each of minimum 20 micron thickness from outside. Alternatively, barrels / drums should be hot dip galvanized conforming to IS-4759 for protection against atmospheric corrosion.	☐ **Yes**
18.3	Color of drums / barrels shall be different for different vendors. Vendors to mention their preferred color in offer (in this row). Final color shall be allocated to each vendor at RC / FA finalization stage. Offered color of drum / barrel:	☐ **Yes** **…………**
18.4	Oil drums / barrels shall be filled with dry Nitrogen cushion.	
18.5	**Palletization**: Oil drums / barrels may be put in wooden pallets for export or other jobs. Vendor has to carry out the work, if asked for, as per standard specification so that during transportation there is no damage to the drums. Rates for palletization have been fixed in **Annexure-IIA.**	☐ **Yes**
18.6	Any other requirement for meeting export obligation, if arises shall be paid by BHEL on actual basis.	☐ **Yes**
18.7	Barrel shall have unique No for each case without repetitions	☐ **Yes**
18.8	Barrel Cleaning Certificate from Inspector to be furnished, if required.	☐ **Yes**
18.9	Barrel Sealing Certificate to be obtained from Inspecting Agency, and furnished to BHEL, if required.	☐ **Yes**
19.0	**INSPECTION & TESTING AT VENDOR'S WORKS:**	
19.1	Customer and/or BHEL authorized agency like CQA and/or BHEL authorized third party shall carry out the inspection of oil at vendor's works. Vendor shall provide all assistance during inspection. However, final acceptance of the oil shall be based on the inspection carried out at our works / customer's site. In case of non-acceptance by customer/BHEL, oil shall be replaced at site without any financial implication to BHEL.	☐ **Yes**
19.2	Drum sealing certificate to be obtained from inspecting agency for inspected Oil Drums, if required.	☐ **Yes**
19.3	Oil shall be offered for inspection within 3 weeks on receipt of purchase order/ BHEL request.	☐ **Yes**
19.4	**a.** In case, as per Customer / BHEL requirement, transformer oil is also required to be tested at ERDA and/or CPRI laboratories, the vendor will have to coordinate with these testing agencies for smooth & early testing. The testing charges, at ERDA and CPRI shall be reimbursed by BHEL, at actuals, upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).	☐ **Yes**
	b. Based on customers / BHEL's requirements, sometimes oil sample from the same lot may be required to be sent to CPRI as well as ERDA for conducting different tests, by different methods. In such cases test charges for both ERDA as well as CPRI shall be reimbursed by BHEL, at actuals, upon submission of	☐ **Yes**

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	certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).	
19.5	Approved quality plan of customer shall be followed.	☐ **Yes**
20.0	**TESTING OF TRANSFORMER OIL AT SITE:**	
20.1	Some of our customer's insist for testing of transformer oil at site after receipt but before filling in the transformer. In such case, customer / BHEL vendor shall arrange for testing of sample as per relevant specification at **BHEL Lab or Customer & its approved Lab or CPRI or ERDA** and check the adequacy of results. The procedure shall be as follows:	☐ **Yes**
20.2	One sample of 5 Litre shall be taken jointly from every 50 KL or part thereof of oil supplied to site in glass bottles arranged by the vendor free of cost. One additional oil sample of 5 Litre shall also be taken as stand by requirement. Drums are to be identified for every 50 KL of oil. The oil sample taken shall be identified, sealed properly and shall be tested at BHEL or customer's lab or independent NABL approved laboratory. All necessary coordination shall have to be done by the vendor. Testing charges shall be paid to the vendor upon submission of certified copy of invoice, original receipt or payment realization certification from these agencies or certificate from vendor for payment of testing charges (in original).	☐ **Yes**
20.3	In case, the results of first oil sample do not meet the requirements of relevant specification, the stand by oil sample shall be tested in the independent laboratory like CPRI or ERDA as per the preference of customer/BHEL. Re-testing at independent Lab shall have to be coordinated by the vendor and testing charges for the same has to be borne by them. Customer or BHEL or their representatives may witness the test in the independent laboratory at their discretion.	☐ **Yes**
20.4	The test result obtained from the independent laboratory shall be binding on the vendor. In case, test parameters are not in line with the relevant specification, the oil shall be rejected and vendor shall have to replace the same with fresh oil meeting the specified characteristics as per relevant specification immediately, free of cost. Customer or BHEL or their representative may witness the inspection again at supplier's works.	☐ **Yes**
21.0	**REVERSE AUCTION**	
21.1	BHEL reserves the right to conduct reverse Auction, instead of price bid opening. Vendors to confirm acceptance.	☐ **Yes**
21.2	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 necessarily 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 action by BHEL as per extant guidelines in vogue.	☐ **Yes**
21.3	Information and General Terms and Conditions governing RA are enclosed for ready reference (Annexure V).	☐ **Yes**

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22.0	**INTEGRITY PACT (IP):**	
22.1	As per Government of India's guidelines, this contract will be covered under Integrity Pact. Performa for Integrity Pact is enclosed with this enquiry. Integrity Pact document, as per this format, is to be prepared and signed by vendors and is to be submitted along with Techno-commercial bid (Part-I) duly signed and sealed.	☐ **Yes**
22.2	Offers received without Signed Integrity Pact shall be rejected. Price bid of such vendors will not be opened.	☐ **Yes**
22.3	Independent External Monitor (IEM): For monitoring of Enquiry procedure, under Integrity Pact, two Independent External Monitors (IEMs) are appointed by BHEL. The IEMs appointed for this contract, are: 1) Shri **Arun Chandra Verma, IPS (Retd.)** Phone: +91 8130386387, Email: acverma1@gmail.com Address: Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) 2) Shri **Virendra Bahadur Singh, IPS (Retd.)** Phone: +91 8853760730 / 9818377360, Email: vbsinghips@gmail.com Address: H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	☐ **Yes**
23.0	**GENERAL TERMS & CONDITIONS OF CONTRACT**	
23.1	The above terms and conditions shall be read in conjunction with **Rev-3 of GTC of Enquiry** of BHEL Jhansi. Same is enclosed for ready reference. Vendors to submit signed copy of **Rev-3 of GTC of Enquiry** along with techno-commercial bid.	☐ **Yes**
23.2	Wherever difference in terms & conditions is there, the terms & conditions mentioned in this Annexure will prevail.	☐ **Yes**

Signature & Seal of Supplier