



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 (उत्तर प्रदेश )  
टेलीफोन: 0510-2412734, ई-मेल: [mulayam@bhel.in](mailto:mulayam@bhel.in)

क्रय इञ्चवारी सं. E3519001

पावर ट्रांसफार्मर के टैंक और इसके सहायक उपकरणों के फैब्रिकेशन और सप्लाय का टेण्डर डाक्युमेंट्स  
(फिनिश आधारित)

TENDER DOCUMENT OF TWO YEARS FRAMEWORK AGREEMENT (FA) FOR FABRICATION OF POWER TRANSFORMER TANK WITH ACCESSORIES / ONLY ALLIED TANK PARTS (ACCESSORIES) ON FINISH BASIS

क्र. सं.	विवरण	सिड्यूल सं.	पृष्ठ सं.
1	रेट कॉन्ट्रैक्ट निविदा की अर्हतायें और मात्रा Qualifying Criteria and Quantities covered by the Rate Contract	सिड्यूल -I Schedule-I	2-4
2	टेंडर भरने के निर्देश Instructions for Submission of Tender	सिड्यूल--II Schedule-II	5 से 7
3	प्रमुख तकनीकी आवश्यकतायें Salient Technical Requirements	सिड्यूल--III Schedule-III	8 से 15
4	व्यवसायिक शर्तें Commercial Terms & Conditions	सिड्यूल -IV Schedule-IV	16 से 20
5	सामान्य शर्तें General Terms & Conditions	सिड्यूल- V Schedule-V	21 से 24
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Prepared by	Approved by
Ch. Mulayam/Manager-TMM	Alok Bhadkamkar/ AGM (TMM-H)



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**Schedule - I**

**Pre-Qualifying Requirement for Procurement "Power Transformer Tank".- E3519001**

Sl.	REQUIREMENT	Bidder's										
1	<p><b>Annual average financial turnover:</b> In past three financial years ending on 31st March of previous financial year, where in bidder(s) attach copy of balance sheet including profit and loss statement of last three financial years, audited by CA. In the case of balance sheet of last financial year is not yet audited, the un-audited balance sheet of last financial can be enclosed along with certificate of CA. Bidders not having statutory obligations to get Financial statement audited must submit following documents as evidence for Turnover: (i) Complete submitted ITR with all annexures as filled online as proof to verify turnover. "Or" (ii) A certificate from CA dully vetting the turnover. "Or" (iii) Audited Balance Sheet &amp; Profit and Loss Statement.</p> <table border="1"><thead><tr><th>FY→</th><th>2018-19</th><th>2019-20</th><th>2020-21</th><th>Average Turnover</th></tr></thead><tbody><tr><td>T/O →</td><td></td><td></td><td></td><td></td></tr></tbody></table> <p>For qualifying the average financial Turnover should be minimum Rs. 49.50 lakhs for non- MSEs and Rs. 40.5 Lakhs for MSEs. Net Worth shall be positive.</p>	FY→	2018-19	2019-20	2020-21	Average Turnover	T/O →					<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Submitted</p>
FY→	2018-19	2019-20	2020-21	Average Turnover								
T/O →												
3	<p><b>EXPERIENCE:-</b></p> <p>A) Bidders should be the MANUFACTURER of "POWER TRANSFORMER TANK" of equal to or more than 10MT weight (Weight of largest single piece).</p> <p>B) They should have regularly manufactured and supplied "POWER TRANSFORMER TANK" (henceforth called "Goods") to any Central/State Govt. Organization/ PSU / Public Listed Company in last five years before the bid opening date.</p> <p>The bidders have to provide minimum three order executed in the last five years at least two orders of minimum 10MT single piece executed before the bid opening date.</p> <p>C) <b>Minimum Quantum-</b> Should have supplied</p> <p>(a) for non-MSEs (1) Minimum 88000 KG. (2) Goods of worth Rs. 20 Lakhs.</p> <p>(b) for MSEs (1) Minimum 61600 KG. (2) Goods of worth Rs. 14 Lakhs.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p>										





2	<p><b>EXPERIENCE: Continued.....</b></p> <p>The bidders have to provide details minimum two orders executed in the last five years, before bid opening date as per below table: (Vendor to submit copy(ies) of order, Tax Invoices, Test Certificate of atleast one lot as documentary proof for execution of Orders).</p>																															
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 25%;">Customer Name</th> <th style="width: 15%;">Order No. &amp; Date</th> <th style="width: 15%;">Qty. supplied in UM</th> <th style="width: 15%;">in</th> <th style="width: 20%;">Order, Tax Invoice No., TC No. &amp; Date</th> <th style="width: 15%;">Remark, if any</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Customer Name	Order No. & Date	Qty. supplied in UM	in	Order, Tax Invoice No., TC No. & Date	Remark, if any																									
Customer Name	Order No. & Date	Qty. supplied in UM	in	Order, Tax Invoice No., TC No. & Date	Remark, if any																											
3	<p>New vendors who are not registered with BHEL, Jhansi should submit duly filled "Supplier Registration Form (SRF)" along with the requested documents. The SRF is available on line on our website <a href="http://www.bhel.com">www.bhel.com</a></p>	<input type="checkbox"/> Document Submitted																														

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.
- Criteria at Sl. No. 3 is desirable. Other are mandatory.
- Supporting documents for the details filled above have been submitted.





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**Schedule - I**

Quantity Covered Under Rate Contract:

**सामग्री की वार्षिक आवश्यकता निम्न प्रकार होगी:**

**Two years requirement of material shall be as under:**

Enquiry Item No.	Item Description	Quantity
1	TANK COVER ASSY TO DRG NO 14631850013/03,EBOM VER-05 BOTTOM TANK ASSY TO DRG NO 04631750024/01,EBOM VER-01 14631750025/01,EBOM VER-01 (TANK BASE) TOP TANK ASSY TO DRG NO04631650032/02,EBOM VER-02 HEADER P/W ASSY TO DRG NO04634350027/00,EBOM VER-00 AUX CONS P/W ASSY TO DRG NO 14635250027/01,EBOM VER -02 CONS P/W ASSY TO DRG NO 04635150024/01,EBOM VER-01 OUT SIDE FITTING TO DRG NO 04631950026/01,EBOM VER-02 IV TURRET ASSY TO 14632150038/01,EBOM VER-01 LV & HVN TURRET ASSY TO DRG NO 14632150037/01,EBOM VER-01 HV TURRET ASSY TO DRG NO 14632150039/01,EBOM VER-01 HVN GROUNDING TO DRG NO 24631950095/00,EBOM VER-00 TOTAL ITEM AS PER ANNEXURE 'A' SL NO A/01 TO A/123,REV-06 DATE-09/04/2021 DRAWINGS AND ANNEXURE MENTIONED IN ITEM DESCRIPTION IS FOR REFERENCE ONLY. ACTUAL DRAWINGS & ANNEXURE WILL CHANGE FROM PO TO PO.	200 Sets/ 4400, 000.00 Kgs. ( $\pm 30\%$ )

उपरोक्त आवश्यकता अनुमानित है जो कि  $\pm 30\%$  कम या अधिक हो सकती है। जो कि भेल की आर्डर बुक स्थिति के ऊपर निर्भर करेगा।

Above requirement is tentative and quantity variation shall be  $\pm 30\%$ . Variation can vary in any proportion both on positive and negative side depending upon BHEL's requirement and order book position.

Signature of Supplier :  
Name :  
Designation :  
Seal :  
Phone No :  
E-mail ID :





**Schedule - II**

**टेंडर भरने के निर्देश**

**INSTRUCTIONS FOR SUBMISSION OF TENDER**

1. The offers against the enquiry shall be submitted in two parts.

**Technical Bid (Part - A):-**

(A1)- Duly filled & signed Enquiry Document Page 2 to 51.

(A2)- Blank Price bid (Un Priced) duly signed (Page no. - 52)

(A3)- Annexure 1 (Certificate for Local Content, Required documents to meet qualifying criteria as per schedule I.

**Price Bid (Part - B):-**

(B1)- Price bid duly filled & signed (Page no. - 52)

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 a third envelope super-scribing Enquiry No., due date and time of opening as indicated in the tender document.
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 such of the 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 of their bids. Tenderers must carefully go through all the instructions 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 by BHEL. 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 bring 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 all the technical and commercial parameters.
6. It must be clearly understood that the orders released against this tender enquiry shall be governed by the General terms & conditions of the contract as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.
7. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall score out the incorrect information and put the correct information duly endorsing each correction with his signatures.
8. *"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."*





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टेलीफोन: 0510-24122734, ई-मेल- [mulasamgr@bhel.in](mailto:mulasamgr@bhel.in)

## Schedule - II

### 9. "Integrity Pact (IP)

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

Details of IEM for this tender is furnish below:

	Name	Mail ID
1	Shri Arun Chandra Verma IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2	Shri Virendra Bahadur Singh IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno- commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other word, entering into this pact would be a preliminary qualification.
- (c) Please refer section -8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

*Note:*

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.*

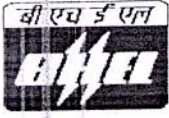
Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters. Bidder shall be responsible for completion of the contract in all respects.



6 | पृष्ठ

क्रय इंकवारी सं. E3519001

उपरोक्त सभी शर्तें स्वीकार्य हैं: हस्ताक्षर बिड दाता



**Schedule - II**

For clarification & support in submission of tender, the contact details are as follows:

Name and Contact Details of the Person for Queries in the Tender	(1) Ch. Mulayam Manager/TMM, BHEL Jhansi Phone: - 0510-2412734 Email: - <a href="mailto:mulayam@bhel.in">mulayam@bhel.in</a>  (2) Saurabh Kumar Addl. Engineering/TMM, BHEL Jhansi Phone: - 0510-2412716 Email: - <a href="mailto:saurabh.gupta@bhel.in">saurabh.gupta@bhel.in</a>
Last Date of Submission of the Tender through e-Procurement system	_____ 13:15 Hrs.
Tender Opening Date	_____ 14:00 Hrs.

We confirm above instructions have been fully understood. We further confirm that price bid has been submitted 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, different terms of payment etc. etc.), BHEL has full right not to accept our offer.

Signature of Supplier :  
Name :  
Designation :  
Seal :





**Schedule - III**

**SALIENT TECHNICAL REQUIREMENTS**

1. **SCOPE OF WORK** :-The scope of work covered in this enquiry is fabrication of **Power Transformer Tank with Accessories / only Allied Tank parts (Accessories)** of Transformer rating varying from 1 MVA to 315 MVA as per our drawings on fully finish basis using own material in all respects. The Tanks for Rectifier Transformer are also included in the scope. The Tanks & Accessories shall be supplied in duly shot blasted & painted condition. The supply shall be inspected by BHEL / Third party inspection agency / Customer & shall be dispatched in packed condition wherever applicable.

All material, consumables, facilities shall be arranged by the supplier. These include air pressure test, vacuum test, D.P. test, paint film thickness test and any other test called in BHEL DRG. / Mechanical test instruction. No material will be issued by BHEL like Hardwares, temporary fixtures, blanking plates, C clamps, helical inserts, gaskets etc. Pre-machining of the items / components as per drawing is in the scope of supplier.

Supplier should ensure that the supplies are as per latest, DCAs, MIDs, QA Plans and other documents. BHEL will provide main W.O. drawings only with PO / PO amendments through e-mail. The date of e-mail shall be considered for receipt of drawings at supplier end. However, it is the responsibility of suppliers to request for all related sub drawings called in these main drawings within a week of receipt of main drawings and shall be sent through mail. BHEL will not accept any extension request on account of late request and receipt of e-mails for these sub drawings.

All facilities required for fabrication and testing the Tanks and Accessories are to be arranged by the vendor themselves. However the Material Testing facilities may be extended by BHEL on chargeable basis, if available. Vendor shall have to give a notice of minimum one week for this purpose. Material Testing facilities in our Material Testing Lab at BHEL rates. It must be clearly understood that BHEL shall not be held responsible for any delay in providing the above facility and consequently for any delay in final supplies by the supplier to BHEL.

When square section header is called for, the supplier shall ensure standard square section.

In case of supplier is unable to arrange material as per BHEL specifications/ sizes mentioned in the drawings, necessary concession may be sought from BHEL which may be accepted/ not accepted.

- 2 **MATERIAL**: - Material shall be procured only from reputed mild steel manufacturers or their agents / stockist / dealers with co-related test certificates, which shall have to be furnished to BHEL. List of these suppliers is given schedule VI Para A2. In the absence of proper test certificates material shall have to be tested in BHEL approved laboratories for acceptance. The requirements of various material involved in the fabrication will be in accordance with respective BHEL & Standards. However, in general the following material specifications will be used.

Material	Specn No.	Material	Specn No.
(i) Forged Steel bar	AA 19331	(viii) H.R. Steel Sheet	AA10113
(ii) M S Plate/Round Bar	AA 10108	(ix) H.T.S. Plate	AA10122
(iii) S.S. Plate 304 GR	AA10739	(x) Bright Steel Bars	AA10112
(iv) S.S. Plate 321 GR	AA10740	(xi) Aluminum Plates	AA12317
(v) S.S. Plate 316 L GR	AA10730	(xii) Seamless Carbon Steel Pipe for lifting bollard	AA10445
(vi) ERW Pipe 10 NB to 150 NB	AA10152		
(vii) 200 NB & above.	AA10147		





**Schedule - III**

The plates of 2.8 / 3.0 meters in width are to be used. If these sizes of plates are not available in the market, 2.5 meter width plates can be used. However, Joints shall be maintained strictly as per BHEL drawing.

Wherever additional joints are proposed, it requires specific approval of TRE, BHEL.

Tanks with Accessories are the combined fabrication of Mild Steel, High Tensile Steel, Stainless Steel & Aluminum. Extra charges payable for High Tensile Steel, stainless steel and Aluminum are indicated at Para 6 of schedule - III. However, total weight of Tank with Accessories including that of High Tensile Steel, Stainless Steel & Aluminum material will be considered for payment of fabrication rate as per schedule - Schedule XI/RA.

**3. SHOT BLASTING & PAINTING :-**

a. All the Assy. / sub Assy. / items are to be supplied duly shot blasted & painted as required by BHEL as per the specification given below:

1. Degreasing - As per respective painting specification
2. Shot Blasting - SIS 055900 SA 2.5
3. Painting - As per process specification specified in TR 10257P, TR 10005 P, TR15080P
4. Painting process spec. - TR 10206P, TR 10210P, TR 10211P, TR 10209P & TR 10229P

Paints will be procured from BHEL approved suppliers. Any fading / peeling-off of paint within / up to six months will be attended by the vendor to meet CQX requirement.

Whenever more than 01 tank of same WO ordered on a supplier, the set wise loose item's identification plate are to be painted with different color. For example, **Set-1:** Green color, **Set-2:** Yellow color, **Set-3:** Blue color and so on. The final instruction for same will be informed through Purchase Order.

**4. TESTING REQUIREMENT :-** Air & Vacuum testing is to be done as called in the mechanical instructions or in Respective drawing issued by BHEL. During testing Tank / Assemblies will be kept on suitable structure to facilitate the leakage test of welded joint with liquid soap solution.

NDT is in the scope of vendor. It shall be carried out by BHEL approved personnel / Agencies. The details of agency carrying out NDT shall be intimated by supplier to BHEL CQX division / third party inspection for their approval.

The paint thickness is to be checked by the Elcometer. The supplier shall procure the reputed make Elcometer and in no case it will be provided by BHEL. The supplier shall carry out the Paint Adhesion test in presence of BHEL CQX / Customer.





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### Schedule - III

#### 5. QUALITY REQUIREMENTS:-

- 5.1 Third party / customer inspection co-ordination will be done by the supplier through CQX / MM / TRC as per existing practice. Advance notice of 7 days or more (if called in PO) is to be given by the supplier in case where third party / customer inspection is called.
- 5.2 Inspection will be at supplier's works by BHEL CQX / CQ / Third Party / Customer as per BHEL Standard procedure and standard or specific QA Plan.
- 5.3 Steel hardwares to property class 4.8 will only be used for testing (not to be supplied to BHEL).
- 5.4 Material identification, co-relation etc. shall be done as per standard QA plan no. QP / PT / SP / 553 / rev-02 dated-01.07.10. In any case, the supplier shall have to keep complete record of material identification and test certificate co-relation as per quality system for review. Work Order related QP (If called), the same shall also be followed.
- 5.5 Tanks and other fabricated components shall be free from shots, dust, weld slag and other foreign materials. Suppliers to ensure same before dispatch.
- 5.6 Tanks & all fabricated components shall be supplied after running of third tap in all the tapped holes. This operation will be done after final painting and just before dispatch to BHEL. The tapped holes shall be thoroughly cleaned after application of third tap to remove any burr, chip, paint etc.
- 5.7 All these tapped holes shall be blanked with insulation adhesive tape. For bigger size hole e.g. 110 dia, the thick and strong polythene sheet will be put to cover them which will be sealed using insulation adhesive tapes / clamps to avoid ingress of moisture and dust during transportation. No grease shall be applied.
- 5.8 All other opening in tank, tank cover, bottom tank, top tank, turrets etc. shall be blanked to as under to prevent ingress of dust / moisture :-
  - (i) Using blanking plates & inspection cover where called in drawing (e.g. Turret opening, OLTC inspection cover etc.) 3 to 4 bolts will be used to tighten the blanking plates.
  - (ii) Thick & strong polythene sheet stuck by insulation adhesive tape are to be provided wherever blanking plates for openings are not called.
  - (iii) 3thk NBC Gasket and adequate hardware to be used to blank all pipe works along with blanking plate.
  - (iv) Items having male threading shall be protected using grease and plastic sleeves.

For the items as earthing boss & earthing pad, paint from all the contact surfaces shall be removed prior to dispatch of the items. The supplier must ensure compliance to this

- 5.10 The jacking pads shall be painted wherever there is no specific instruction in the drawing / MID for their masking. Masking of jacking pads using paper masking tape of sufficient width shall be done wherever called in the drawing. Dye penetration Test is done to detect CRACKS after jacking of oil filled transformer / rectifier. However, it will be ensured that paint is totally absent from pad welding area so that there is no need to burn it after its receipt in BHEL.





- 5.11 A suitable fixture shall be used for drilling of tapped holes so that they are perpendicular to the axis. Perpendicularity will be checked by BHEL CQX on surveillance basis during mounting of turrets / Inspection cover for air leakage test.
- 5.12 All suppliers shall create a barricaded area having cemented floor for painting so that dust / dirt is not settled during inter-coat drying period. All major and minor items shall be painted only in the barricaded area. It shall be ensured that paint is applied over a totally clean surface.
- 5.13 The check list suggested by BHEL CQX shall be adopted by fabricators. In material TC Check List, new columns for all item as per Drg. PO will be listed first and their actual availability on Tank / Accessories will be certified by the supplier, vetted on surveillance basis by CQX personnel of Fabricator and then by BHEL CQX. This procedure will eliminate the recurring problem of pads / bosses / brackets not welded on tank, welded at wrong place, at wrong pitch and of wrong size / type.
- 5.14 Gasket including 'O' rings / cords used for sealing shall be of the quality and dimensions called in BHEL Drawing.
- 5.15 Rim flatness will be checked by BHEL CQX after all welding work is done (before welding of limiter) and just before blanking / pressure test operation. If any modification is done resulting in welding, rim flatness is to be rechecked.
- 5.16 Grooves for 'O' rings shall be made by Milling Process.
- 5.17 In case of order for Tank & Accessories both, total matching of all items on 100% basis shall be done and shown to BHEL CQX. **A photograph of complete assembly shall be submitted to inspection agency while seeking dispatch clearance of the Transformer.** All items including loose items as per PO annexure shall be match marked as per the instruction given in BHEL drawings
- 5.18 In case of order for Tank, Turret & OAB Pipe work only, matching of these items shall be done and shown to BHEL CQX.
- 5.19 Some BHEL customers accept the material / assemblies from their approved suppliers only. In such cases supplier has to get himself approved from such customers (i.e. NTPC, Power Grid, NPCL, PSEB, DVC etc.) through BHEL. Irrespective of rate contract quantity, orders for tanks for such customers shall be placed only on customer approved suppliers.
- 5.20 All sharp points / cut edges dents etc. shall be grounded smooth. Wherever radius or rounding off is called in drawing, it should be ground as per drawing without any surface defects.
- 5.21 Dispatch clearance shall be given after inspection at fabricator's works. However, final acceptance will be given only after the inspection on receipt of jobs at BHEL works.
- 5.22 **Supplier has to submit Photograph of complete Tank along with test certificates.**
- 5.23 In case any rectification work is necessitated at BHEL, Jhansi owing to Supplier's fault, the Supplier shall be given a week's notice to rectify the same. In case the supplier does not respond within the due time frame, the Cost shall be recovered from the vendor towards the rectification carried out inside BHEL. The cost for recovery shall be 1.5 times the actual costing as mentioned in the FA for the relevant work done.
- 6 **EXTRA CHARGES:** - To cater different types of requirements viz. painting, shot blasting, vacuum test by different customers, separate rates have been fixed by BHEL and are given hereunder. Suppliers will not be allowed to make any change in any of the rates fixed by BHEL for the following items :-





Sl.	Additional charges	No of coats with Micron	Rate fixed by BHEL (₹ /kg)
1	Epoxy Zinc Phosphate Primer (Total weight of jobs )	(1 coat/25Micron)	0.80
2	Zinc Rich Primer ( Total weight of jobs )- Minimum Zinc content 83 %	(1 coat/50 Micron)	3.75
3	MIO Primer ( Total weight of jobs )	(1 coat/80Micron)	2.95
4	Epoxy Finish ( Total weight of jobs )	(1 coat/25Micron)	0.95
5	PU Finish ( Total weight of jobs )	(1 coat/25Micron)	2.10
6	Enamel Aluminum Finish Paint ( Total weight of jobs )	(1 coat/25Micron)	0.75
7	Epoxy Aluminum Finish Paint ( Total weight of jobs )	(1 coat/30 Micron)	1.20
8	Charges for Spray Galvanizing for 100 Microns ( weight to be considered is of the area in which spray galvanizing to be done)		2.99
9	Shot blasting ( Total weight of jobs )		1.75
10	Vacuum Test ( weight of jobs tested )		1.05
11	Pickling ( Total weight of jobs pickled )		3.42
12	Hydro Test ( weight of jobs tested )		1.03
13	Additional charges for Stainless steel parts as per design weight (Material+ welding i.e. difference in rate of SS -304 and MS material)		248 % of (basic rate + PVC amount, if any) on SS 304 weight
14	Additional charges for Stainless steel parts as per design weight (Material+ welding i.e. difference in rate of SS -316 and MS material)		{248 % of (basic rate + PVC amount, if any) on SS- 316 weight + 27 }
15	Additional charges for Stainless steel parts as per design weight ((Material+ welding i.e. difference in rate of SS -321 and MS material)		{248 % of (basic rate + PVC amount, if any) on SS- 321 weight + 52 }
16	Additional charges for Aluminum items as per design weight (Material+ welding i.e. difference in rate of Aluminium and MS material)		268 % of (basic rate + PVC amount, if any) on Aluminium weight
17	Additional rate for High tensile steel part as per design weight ((Material+ welding i.e. difference in rate of HTS and MS material)		18.00
18	Additional charges due to radiography ( Per tank )		₹ 30,000
19	Additional charges for ultrasonic quality welding on butt welds ( including ultrasonic testing charges) – applicable for weight of the job on which UT done)		2.13
20	Additional charges for IP 55 charges on Cable Box, irrespective of size, Rate is per cable box		7000.00

The above extra charges will be given, wherever applicable, as per design considerations. For additional charges towards SS metal parts, Aluminium parts & HTS parts (Sl no 13 to 17), there shall be no deduction from equivalent MS weight

Payment of the wooden boxes/ crates will be made @ ₹ 33.00/Kg based on minimum weights indicated in the annexure for wooden packing. In case there is any variation in the claimed weight of wooden boxes/ crates and the weight of Wooden boxes/ crates mentioned in the Purchase Order, the higher of the two shall be considered for payment. This will be treated as packing & forwarding charges for accessories. Rate of ₹ 33.00/Kg shall remain the same throughout the period of rate contract.





- 6.1 Wherever packing of accessories is called for in the PO, payment of the wooden boxes/ crates (as mentioned in Annexure for wooden packing) will be made @ Rs 33.00/Kg based on minimum weights indicated in the annexure for wooden packing. *In case there is any variation in the claimed weight of wooden boxes, crates and the weight of Wooden boxes/ crates mentioned in the Purchase Order, the higher of the two shall be considered for payment.* This will be treated as packing & forwarding charges. Rate of Rs 33.00/Kg shall remain the same throughout the period of rate contract.
- 6.2 Suppliers should quote one basic rate considering the fixed rates mentioned by BHEL in Clause 6.0. This basic rate shall be for fabrication of Transformer Tank with Accessories and shall cover complete work except those mentioned above. These extra charges will be added as & when applicable while placing PO(s). It is clarified that the basis for evaluation of the offers shall be the basic rate of Transformer Tank with Accessories
- 6.3 The assemblies shall be delivered on F.O.R. BHEL Jhansi basis as per Schedule XI. The offers received on Ex-works Basis will be rejected.
- 7.0 **DESPATCHABLE UNITS** :-The various assemblies and items are categorized in following dispatchable Units (DU) and shall be dispatched in the sequence given below:
- DU-1 Tank & Cover** :- Tanks & Cover or Top & Bottom Tank, Turrets, Cable Box, Disconnecting Chamber, Inspection Cover and Blanking Plates, OAB Pipe Works, Top cross beam.
- Note :-** (a) - Tank & Cover or Top & Bottom Tank and turrets shall be supplied to BHEL in shot blasted & painted condition as the case may be.  
(b) - Blanking plates and inspection covers shall be supplied shot blasted & painted condition.
- DU-2** Thermo-siphon, Bevel gear mounting support, mounting brackets on tank and cover, Marshalling Box Brackets, loose brackets, Main & Auxiliary conservator, supports, A-Frame, Header Support, Cooler Supports, Fan Support, Cooler Pipe Work, Pipe Support, NRV, Oil Reserve Flow Stopping Device, Lightening Arrestors (IA) Brackets, Nitrogen Cylinder Mounting, Brackets, Ladders etc. duly shot blasted & painted within 10 days of supply of items listed in DU-1 or as specified in Purchase Order.
- 8.0 Wherever tanks are supplied duly shot blasted & painted and blanked, the blanking should be painted as per TR 10005-P, Sl. No. 8 i.e. 2 coats of Enamel Paint inside and only 2 coats of Post Office Red Finish paint outside.
- 9.0 **PACKING & DISPATCH** :-Necessary care shall be taken during loading and transportation to ensure that there is no scratches / damage to paint surface in any item and items are received at BHEL, Jhansi without any damage. Damage to the consignment resulting out of poor / inferior packing / improper transport shall be to the account of the supplier. Blanking / sealing of delicate parts as per clause 7 above shall be done. The supplier will have to do rectification, touching up of paint if so required at our works if items are received with such defects.
- 10.0 **WEIGHT VARIATION:**  
Weight given in drawing / purchase order will be subject to variation of  $\pm 7\%$  (5% variation for dimensional variation of raw material of Tank & Accessories and 2% variation for welding and painting).





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सामग्री प्रबंधन विभाग

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टेलीफोन: 0510-24122734, ई-मेल- mulayam@bhel.in

### Schedule - III

#### 11.0 Compliance to MAKE IN INDIA circular issued by GoI:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.5.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable "

To avail purchase preference under Make In India guidelines, vendor should be categorized as Class 1/Class 2 supplier. For a vendor to be classified as "Class 1 local supplier"/" Class 2 local supplier", bidder from which support letter has been furnished shall have to submit annexure – III with seal and sign duly ratified / verified by statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

#### 12.0 Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase

- A) MSE suppliers who are having UDYAM registration can avail the intended benefits only if they submit Udyam & valid CA certificate (as per format available at Supplier Information Portal <https://jhs.bhel.com/apps/sip/index.php>) along with the offer. If Udyam & valid CA certificate of the bidder is already updated in SDC records of BHEL, Jhansi, no need to submit the same again along with offer. In such case only CA certificate to be furnished every year or after expiry date of CA certificate. It is hence in the interest of the supplier that they validate the status of UDYAM regularly with BHEL by furnishing the CA certificate, if they would like to avail intended benefits under MSME Act. Traders registered as MSE will not be extended any benefit under MSME Act.
- B) Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- C) In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 25% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc.





**Schedule - III**

While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.

The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 25% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 25% share in the tendered load.

In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has willfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings

Signature of Supplier :

Name :

Designation :

Seal :





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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## Schedule - IV

### COMMERCIAL TERMS & CONDITIONS

1. The rate contract shall be valid for ordering for two year (last day of 24<sup>th</sup> month) from the date of issue of rate contract.
2. The following Price Variation Claim shall be allowed over the basic rate quoted by you as per schedule XI / Reverse Auction :-
  - a) For every 1 Rupee per Kg increase / decrease in JPC (Joint Plant Committee, Constituted by Govt. of India) price excluding GST of 10 mm plate for Delhi, the basic rate will increase / decrease by Rs 1.20 per kg.
  - b) **The basic rate quoted in Schedule / Reverse Auction shall be based on the JPC steel market price (Retail) of Rs 65.67 per kg (excluding GST) for 10 mm plate derived from the price declared in beginning of Oct 2021 for Delhi. For detail calculation to derive JPC steel price excluding GST, refer schedule – IX.**
  - c) JPC declares steel market prices (Retail) bi-monthly including GST. JPC price declared in beginning of the month for Delhi shall be considered for one full month for the purpose of calculating PVC. BHEL will derive the JPC market price (retail) excluding GST as per calculation placed at Schedule – IX and the same shall be considered for full one month for calculating PVC.
  - d) JPC steel basic rate excluding GST of Delhi (derived from the declared price in beginning of the month by JPC for Delhi) as applicable one month prior to contractual delivery or actual delivery whichever is lower, will be taken for the purpose of calculating price variation. For example, if Tank Assy. is supplied in the month of March 2021 & PO delivery is Feb 2021, rate applicable for the month of Feb 2021 or January 2021 respectively whichever is lower shall be taken for PVC Claim.
3. Taxes & Duties shall be extra as applicable on the date of actual delivery. Bidders are advised in their own interest to familiarize themselves fully with various types of taxes and their rates etc. including entry tax if applicable. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer MUST be mentioned. If any bidder is found to incorrectly declare less value of GST or nil in the offer, his contract will be terminated. For increase in GST rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
4. The rates quoted shall be on FOR BHEL Jhansi basis on per Kg basis only. Freight & insurance from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.
5. The validity of the quotation shall be for a period of 120 days from the date of Part-1 bid opening. In case Reverse Auction is conducted, the price quoted shall be kept valid for 120 days from Reverse Auction. Prices once finalized shall remain firm within the validity or any extension thereof for FA, till complete execution of the FA, without any escalation/increase for any reason, whatsoever.





**Schedule - IV**

6. Rates shall be quoted duly considering the CENVAT credit available on the input material and the Corresponding benefit on this account shall be passed on to BHEL.
7. **Payment Terms :** 100 % payment within 90 days ( 45 days for MSE / NSIC registered suppliers 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 I 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. The offer received with any other terms of payment will not be accepted.

Where ever the jobs are not to be supplied in packed condition, the payment shall be made on the supplied weight. In addition Extra charges as mentioned in clause 6.0 of Schedule III can be billed if permitted in the PO.

If called for in the order, certain Accessories will have to be supplied in packed condition (refer Schedule X). In such cases, payment of accessories will be done on per kg basis of net weight. (Total supplied weight including packing- weight of wooden boxes/crates as indicated in annexure for wooden packing). In addition to Extra charges as mentioned in clause 6.0 of Schedule III, the payment towards packing & forwarding i.e. wooden boxes/ crates (as mentioned in Annexure for wooden packing) will be made @ Rs.33.00/Kg based on minimum weights indicated in the annexure for wooden packing.

Vendor has to indicate the weight of Wooden boxes/ crates in respective invoice and challan, to arrive at actual weight received for Tank and Accessories. **In case there is any variation in the claimed weight of wooden boxes/ crates and the weight of wooden boxes/ crates mentioned in the Purchase Order, the higher of the two shall be considered for payment.**





**Schedule - IV**

8. **Distribution of quantities in tenders:** Due to large quantity requirement, we may finalize tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to capacity quoted by the bidder. Indicate your committed capacity for the items/ works/ services tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of Purchase Order/Contract.

Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) response. The manner and proportion of distribution shall be mentioned in the specific enquiry.

While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off. For eg: If an allocation of 40% quantity results 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units.

The distribution shall be based on the acceptance given by the bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder(s)“

Whenever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder.

**In this tender the quantities distribution shall be done between 15 bidders as below stated ratio (%).**

**While (N) is nos. of techno commercial acceptable responses, (P) is nos. of techno commercial acceptable responses to which the distribution shall be limited.**

Rank in the tender	% share
L1 (Vendor lowest in RA/price bid)	PX100/Z
L2	(P-1)X100/Z
L3	(P-2)X100/Z
.	.
.	.
.	.
L(P)	1/ZX100

$Z = P (P+1)/2$

➤ 'P' may vary from 1 to 15 . L1 and those vendors who accept counter offer have to accept distribution of quantity as above.

➤ If we do not get 15 sources then qty may be distributed between agreed sources in line with above manner of splitting.



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**Schedule - IV**

**Note:** While the above patterns shall also be followed in long terms framework agreements (FA), performance of suppliers shall be monitored periodically, and loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (d) Pendency of orders on the supplier and (e) responsiveness in addressing post order completion issue at BHEL.

In view of above factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery/ quality performance/ quoted capacity of the bidder, BHEL reserve the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of defaulting supplier(s) may be redistributed amongst other performing and willing vendors of FA.

**9.0 DELIVERY:-****9.1 DELIVERY PERIOD**

Individual LOIs / POs of the Rate Contract shall be released (along with the BHEL drawings & Quality Plan) with a delivery period of 10 weeks from the date of issue of LOI / PO.

Wherever it is mentioned in the LOI / PO that the delivery indicated is tentative and that the progress of the jobs are linked to release of documentations by BHEL and inspection of jobs by BHEL / Customer clearance, the delivery period shall be as under :

SI	Detail	Delivery terms
1	Intimation of Final WO drawings / Annexure, by way of PO Amendment	4 weeks from the date of intimation of PO Amendment or 10 weeks from the date of issue of LOI / PO, whichever is later.
2	Pursuant to communication of Intimation of final WO drawings & Annexure, if minor changes in drawings / specification are communicated by way of PO Amendment.	1 week from the date intimation of PO Amendment or 10 weeks from the date of issue of LOI / PO, whichever is later.

Notwithstanding the above delivery period, BHEL reserves the right in postponing delivery / seeking an earlier delivery from the supplier owing to the overriding concern of our production requirements.

Wherever most of the drawings are given much before P.O delivery date and any drawings change happen after P.O delivery date, only the due period for completion of work as per revised drawings shall be added on P.O delivery date. When it is observed that the supplier is at fault for not completing the job with P.O delivery date delivery extension owing to drawing change later may not be entertained.





**Schedule - IV**

**9.2 SUPPLIER RESPONSIBILITY:** BHEL will provide main W.O. drawings only with PO / PO amendments. It is the responsibility of suppliers to request for all related Sub drawings called in these main drawings within a week of receipt of main drawings and collect the same from BHEL. BHEL will not accept any extension request on account of late request & delay in collecting these sub drgs

**9.3 PENALTY FOR DELAYED DELIVERY / DELIVERY EXTENSION :**

(a) Delivery dates shall not be extended except for reason not attributable to supplier. Suppliers should strictly adhere to delivery schedule provided in the PO and plan the materials and works immediately on viewing the PO on the supplier information portal of BHEL Jhansi website. Delayed supplies would attract penalty as per Clause 9 of schedule -V

(b) Beyond the delivery period mentioned at 9.1 above, there could be reasons wherein the supplier may seek a delivery extension. However, BHEL Jhansi may consider the request for delivery extension if there are sufficient reasons to believe that delay is not attributable to supplier. Such requests for extension should be substantially supported by letters / emails of communication, dates of receiving information, clarifications, inspection call booking and actual inspection dates etc. In case of inspection delays, the number of days of delay in inspection shall be added on the delivery date scheduled in PO, provided the advance intimation of 7 days' notice has been given for inspection as mentioned at 5.1 of Schedule III. In case the notice period is less than 7 days, the delivery period shall be calculated accordingly. Supplier should resort to recorded communication if they feel that desired inputs have not been given to them by BHEL Jhansi. Suppliers should not delay in seeking inputs from BHEL Jhansi; unreasonable delay in requesting for inputs would be to suppliers account and would not qualify for delivery extension.

**9.4 HOLD**

(a) In case HOLD is issued by BHEL Jhansi and subsequently lifted after a gap of more than one month, the period of HOLD and a certain mobilization period (7 days) shall be added to the PO delivery date, and if necessitated, a reasonable time shall be considered for communicating the revised delivery from the date of lift of HOLD.

(b) If the hold is lifted within 30 days, the period of HOLD and a certain mobilization period (5 days) shall be added to the PO delivery date.

**9.5 SHORT CLOSURE/ CANCELLATION OF PO/ RATE CONTRACT:**

In case of production requirement of BHEL or due to inability of vendor to execute the PO/Rate contract, BHEL reserves the right to short close / cancel the individual PO/ Rate contract.

Signature of Supplier :  
Name :  
Designation :  
Seal :





**Schedule - V**

**GENERAL TERMS & CONDITIONS**

1. Purchase Order Acknowledgement must reach the concerned Officer of MM Deptt., BHEL, Jhansi within 2 weeks of issue of PO. Failure to do so within stipulated period will be deemed to mean that the order has been accepted by the supplier.

2. **Marking :-**

(a) The following details will have to be clearly marked on each loose item :-

- i) BHEL Order No. and Date
- ii) Supplier's name
- iii) Brief Description of Item / drg. no.
- iv) Match Marking on all accessories as per drawing.

(b) All Markings for safety, proper handling, protection, etc. are to be clearly marked on the case as per Indian Standard.

3. **CONSIGNEE:** - Unless otherwise mentioned, all goods shall be consigned as noted below:

Incharge (CRX)  
Factory Main Stores,  
Bharat Heavy Electricals Ltd.,  
JHANSI - 284129

4. **DOCUMENTATION:** The supplier shall forward 3 sets of the documents as detailed below :-

(a) **First set to the concerned Purchase Executive, BHEL, Jhansi comprising :-**

- (i) GST Compliance Invoice –Extra Copy/Photocopy - 1 Copy
- (ii) Challan/Dispatch Advice Note - 1 Copy
- (iii) Test Certificate, Guarantee/Warrantee Certificate - 1 Copy
- (iv) Test Certificate - 1 Copy
- (v) Copy of LR/RR - 1 Copy
- (vi) Material accounting statement (for free issue material). If no material is issued by BHEL, then the statement should indicate "NIL".

(b) **Second set to Incharge, Central Receiving Section, BHEL, Jhansi comprising:-**

- i. GST Compliance Invoice –Duplicate for Transporters - 1 Copy
- ii. Challan/Dispatch Advice Note - 3 Copies
- iii. Packing List as per schedule 10 of table 1 - 2 Copies
- iv. Test Certificate, Guarantee/Warrantee Certificate - 3 Copies
- v. LR/RR Duplicate for transporter copy

(c) **Third set to Manager (Finance), Supply Bills Section, BHEL, Jhansi comprising:-**

- (i) GST Compliance Invoice –Original for Buyer - 1 Copy+1 Original
- (ii) Challan / Dispatch Advice Note - 1 Copy
- (ii) PVC calculation if any with supporting documents. - 1 copy





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### Schedule - V

5. **GUARANTEE** :-All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 18 months from the date of commissioning of the goods at customer's site or 24 months from the date of dispatch whichever is earlier. However, for any "LATENT DEFECTS" supplier will be responsible even after 24 months, if failure occurs due to the same.

6. **REJECTIONS** :-

I. If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier :-

- Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.
- Allow the supplier to make free replacement within a specified period; rejected goods can be lifted by the supplier thereafter.

OR

Allow the supplier to refund the full amount paid to him by BHEL by a Demand Draft before lifting the rejected goods. Fresh replacement shall be regularized as per terms & conditions of the original purchase order.

OR

Take alternative procurement action from elsewhere and recover the difference in cost, if any incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on purchase

- Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.

II. If manufacturing defect is noticed in Tank at the time of use in BHEL, same shall be intimated to the vendor by email and :

- Vendor shall depute their team for rectification within 02 days of intimation (excluding date of intimation).
- BHEL shall at its discretion and on advise of its quality department deduct Rs. 1000 per day for the period taken by vender's team for rectification at BHEL (this period shall exclude 02 days as mentioned at (b) above). This deduction is solely for the delay incurred in progress of work in BHEL on account of defect / rectification of Tank (defect attributed to vendor). If the Supplier does not attend to the rectification work even after seven days of intimation, BHEL shall reserve the right for suitable deductions
- The vendor's team will obtain a written clearance from quality department w.r.t. satisfactory Completion of rectification work.





**Schedule - V**

7. **INDEMNITY** :- Supplier shall indemnify BHEL against the following: Any claim or infringement of letters, patent or registered design by the use of any article or material supplied to BHEL and against all cost and damages which may incur, any action for such infringement or for which BHEL become liable in any such action.
  - (a) All claims for injury or damage caused by the supplier's negligence or the negligence of supplier's employees or arising from any defect in the goods supplied or on the work carried out by the supplier.
  - (b) All claims for injury to the supplier's employees or agents employees whilst on BHEL's premises.
8. **SUB-CONTRACT** :- The purchase order or any part thereof must not be sub-contracted by supplier without BHEL's written consent.
9. **RISK PURCHASE** :- If the material is not supplied within stipulated time, BHEL shall be within their right free to cancel the contract and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good loss suffered by 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. This option shall be executed at the discretion of BHEL.
10. **PENALTY** :- Failure to effect supply by the time specified in the order or period of extension granted in writing by BHEL, will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the price of un delivered goods in arrears per week subject to maximum of 10% (ten percent) of the order value of delayed supply. In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
11. **ADJUSTMENT OF RECOVERY OF AMOUNT PAYABLE BY THE SUPPLIER** :- Any amount payable by the consignor / supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other order / works contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.
12. Wherever purchase order stipulates payments on the basis of weight of the supplies, the order will specify the design weight. In case of change in design during execution of the order, the corresponding change in weight will be incorporated in the purchase order simultaneously. Payment will be made against such orders, only on the basis of actual weight incorporated in the order.
13. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.





**Schedule - V**

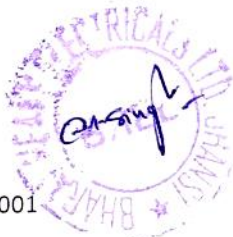
14. In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided in the order of availability of goods, suitability of delivery period to BHEL's requirements, vendor performance rating, quantum of past business volumes with the vendor or by soliciting discounts . In case more than one bidder happen to occupy the L1 status even after all the above mentioned iterations, the L1 bidder shall be decided by a toss in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
15. Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com). The list of firms suspended by BHEL, Jhansi is available on [www.bheljhs.co.in](http://www.bheljhs.co.in)
16. **JURISDICTION** :-All suits or any matters arising out of the PO's based on the rate contract shall lie in Jhansi Courts only.
17. **ARBITRATION** :-In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd. Jhansi or any other officer nominated by him. The award of Arbitrator shall be final and binding on both the parties.
18. **FORCE MAJEURE**: Neither seller nor purchaser hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations and the obligations of the other party to the extent that they are directly or indirectly affected by such occurrence will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given in writing addressed to the other party within 5 working days of its occurrence along with a certificate of the relevant Chamber of Commerce confirming the existence of the circumstances of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance: Acts of God, Wars, Revolutions, Fire, Floods, Epidemics, Freight embargoes and Acts of State. However, should such a delay, even if due to reasons of Force Majeure, be protracted for more than three (3) months, Purchaser shall have right to cancel the Contract at no charge to Purchaser.

Signature of Supplier :

Name :

Designation :

Seal :



**Schedule - VI****TECHNO COMMERCIAL BID (PART-A) : E3519001**

(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

SUPPLIER'S NAME &amp; ADDRESS :-

SL No	Particulars	Please furnish required information or Put ✓ mark for whichever is applicable.
1	a- Capacity reserved for BHEL Jhansi in MT per month (Minimum 40 MT monthly capacity to be reserved by supplier for this tender )  b- Loading will be done as stated in clause no -8 of schedule-IV. Supplier has to ensure their monthly committed <b>capacity &amp; satisfactory performance</b> during execution of contract so that the firm loading as stipulated in the tender is awarded to the vendor. Else, performance conditions as stipulated in clause no -8 of schedule-IV apply	a- .....MT Per month  b- Accepted / Not accepted
2	Capacity reserved for BHEL Jhansi in MT per annum ( Minimum 480 MT annum capacity to be reserved by supplier for this tender )	.....MT Per annum
3	Present rate of GST @	..... %
4	(i) SGST (ii) CGST (iii) IGST (Fill whichever is applicable)	(i) .....% (ii) ..... (iii) .....%
5	Quoted rate will be FOR Jhansi Basis.	Accepted / Not accepted
6	Freight and Insurance will be in suppliers scope.	Accepted / Not accepted
<b>A</b>	<b>Material :</b>	
A1	The material to following specifications will be procured and used in manufacture of <b>Power Transformer Tank with Accessories / only Allied Tank parts (Accessories)</b> wherever applicable to the Latest specification	Accepted / Not accepted
A1.a	M. S. Plate Material/M S Round Bar AA 10108	Accepted / Not accepted
A1.b	S.S. Plate Material GR 304 AA10739	Accepted / Not accepted
A1.c	S.S. Plate Material GR 321 AA10740	Accepted / Not accepted
A1.d	S.S. Plate Material GR 316L AA10730	Accepted / Not accepted
A1.e	ERW PIPES (10 NB to 150 NB) AA10152	Accepted / Not accepted
A1.f	ERW Pipe (200 NB & above) AA 10147	Accepted / Not accepted
A1.g	Seamless Carbon Steel AA10445 Pipe for lifting bollard	Accepted / Not accepted
A1.h	HR. Steel Sheet AA 10113	Accepted / Not accepted
A1.i	H. T. S. Plate AA 10122	Accepted / Not accepted
A1.j	Bright Steel Bar AA 10112	Accepted / Not accepted
A1.k	Forged Steel Bar AA19331	Accepted / Not accepted

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क्रय इन्वारी सं. E3519001

उपरोक्त सभी शर्तें स्वीकार्य हैं : हस्ताक्षर विड दाता





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल,झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन:0510-24122734, ई-मेल- mulayam@bhel.in

A1.1	Aluminum Plate AA12317	Accepted / Not accepted
A2	<b>Source of Material &amp; Testing Requirement:</b> Tested material to be procured from reputed manufacturers like SAIL / SAIL subsidiaries / TISCO / Mahindra UGINE/ Essar Steel / Jindal Steel / Lloyds Steel / Jindal Vijaynagar and co related material test certificates to be furnished. If co-related test certificates cannot be produced, complete testing of material is to be carried out as per relevant BHEL standard in any of the BHEL approved labs.	Accepted / Not accepted
A3	The plates of 2.5 / 2.8 / 3.0 meters in width are to be used	Accepted / Not accepted
A3.1	If these sizes of plates are not available in the market, lower width of the plate shall be used only after obtaining concession from TRE which will indicate position of joint.	Accepted / Not accepted
A3.2	Generally, 5 mm or 6 mm thick plates are available in 1.5 meter width. If component width is more than 1.5 meter, additional joint is acceptable	Accepted / Not accepted
A4	Rate for different type of paintings, SS, NDT, shot blasting and Vacuum tests etc, as per clause 6.1 of schedule-IV.	Accepted / Not accepted
<b>B</b>	<b>Scope of Work :-</b>	
B1	Fabrication of Power Transformer Tank with Accessories / only Allied Tank parts (Accessories) shall be carried out as per the latest / MID'S / DCA'S to be obtained from BHEL during the course of manufacturing as per Para 1 of schedule III of the tender documents.	Accepted / Not accepted
B2	This tender is issued for (i) Fabrication of complete Power Trfr. Tank with Accessories and (ii) Fabrication of only Allied Tank Parts (Accessories) PO may be placed for (i) or (ii) above at discretion of BHEL and shall have to be executed by bidder.	Accepted / Not accepted
B3	The Power Transformer Tank with Accessories will be subject to vacuum testing / air pressure testing D.P. test as called in the drg. / MID'S.	Accepted / Not accepted
B4	Degreasing of Tanks & Accessories as per BHEL spec. where specified in painting process spec. (shot blasting) whose specified in party propose spec.	Accepted / Not accepted
B5	Cleaning by shot blasting / pickling as per BHEL Spec.	Accepted / Not accepted
B6	Primer & finish painting will be done as called in the Drg. / PO.	Accepted / Not accepted
B7	Matching of top & bottom tanks along with tank fitted items like Turrets, OAB pipes work etc. or tank & cover before dispatch.	Accepted / Not accepted
B8	Matching of tank & all accessories including pipe works A frame, conservator, cable box (100% items) fitted.	Accepted / Not accepted
B9	Bending & pre machining wherever required will be done by the supplier and no facility will be extended by BHEL. However if facility is not available, the same may be provided by BHEL on chargeable basis	Accepted / Not accepted
B10	Grooves for 'O' rings shall be made by milling process.	Accepted / Not accepted
B11	WPS, PQR & WQR shall be followed as per quality plan no. QP / PT / SP 553 rev-02 dated-01.07.10	Accepted / Not accepted





C	Workmanship	
C1	The Power Transformer Tank with Accessories shall be manufactured maintaining the fabrication tolerances called in the drgs.	Accepted / Not accepted
C2	Painting & related quality checks shall be done as per process specification called in the drawings/ MID's	Accepted / Not accepted
C3	Suppliers to ensure to maintain weld sizes using weld checking gauges. Any lumps, scars or under cuts etc. are round smooth for neat appearance	Accepted / Not accepted
C4	To ensure desired aesthetic all sharp points cut edges, dents etc. shall be grounded smooth. Wherever radius or rounded off is called in drg., it should be ground as per drg. without any surface defect.	Accepted / Not accepted
D	<b>Inspection Instruments</b>	
D1	Standard QAP is QP/PT/ SP 553 rev-02 dated-01.07.10 shall be followed. If Work Order related QA Plan applicable, the same shall also be followed.	Accepted / Not accepted
D2	Stage wise inspection shall be carried out as Specified in QA Plan / as per job requirement	Accepted / Not accepted
D3	Dimensional record shall be maintained in the Performa prescribed by BHEL.	Accepted / Not accepted
D4	Inspection by BHEL CQX / Third party as per job Requirement / QA plan. All Co-ordination with Inspection agencies to be done by supplier.	Accepted / Not accepted
D5	Complete Tank's photograph shall be Supplied along with test certificates	Accepted / Not accepted
E	<b>Cleaning &amp; Painting :-</b>	
E1	Cleaning, Degreasing, Shot Blasting & Painting to be done as per specification and Thickness of paint in microns shall be maintained as called in the spec. / Drgs MID.	Accepted / Not accepted
E2	Supplier to ensure that job should be free from shots, weld slag, dust and other foreign material before dispatch.	Accepted / Not accepted
E3	First coat of primer / paint shall be applied within 4 hours of surface preparation.	Accepted / Not accepted
F	<b>Shipping Instructions :-</b>	
F1	Tanks & Allied parts (Accessories) are to be dispatched as per sequence indicated in DU System at clause No.7 of schedule - III (DU1 to DU 2).	Accepted / Not accepted
F2	All dispatchable units shall be properly identified with paint and deep punch	Accepted / Not accepted
G	<b>General</b>	
G1	In general, no material will be issued from BHEL	Accepted / Not accepted
G2	NDT wherever required is in suppliers scope of Work and should be carried out by BHEL'S Approved agencies. Quotation not confirming to this requirement is liable for rejection	Accepted / Not accepted
G3	Facilities such as bending, testing, machining Will not be provided by BHEL.	Accepted / Not accepted
G4	No Tools / Jigs / Fixtures / Gauges will be issued by BHEL	Accepted / Not accepted
G5	Only calibrated instruments and gauges will be used.	Accepted / Not accepted
G6	All inside / outside threads are to be duly protected with suitable means before shot blasting / paint applications.	Accepted / Not accepted
G7	Areas which are not to be painted e.g. jacking pads etc. are to be properly masked / protected from paint.	Accepted / Not accepted
G8	Conservator, End Cover are to be sealed with gasket to ensure no water seepage.	Accepted / Not accepted
G9	Colour fading, if any, observed during course of time to be attended by the supplier.	Accepted / Not accepted
G10	Supplier has to collect and MID's from TRE / TRP /MM on	Accepted / Not accepted





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल,झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन:0510-24122734, ई-मेल- mulayam@bhel.in

	intimation by BHEL and take necessary material procurement / manufacturing action as required.	
G11	Supplier has to obtain approval from BHEL like customer NTPC / NHPC / NPC / PSEB etc. for tank and accessories through BHEL Jhansi. Necessary information will have to be submitted in time.	Accepted / Not accepted
G12	Clause no. 6 (1) & (2) of schedule – VI.	Accepted / Not accepted
G13	Vendor must have spare capacity to supply 40 MT Per month for this contract	Accepted / Not accepted
G14	If vendor does not fulfill the criteria at G13, the offer shall be bypassed	Accepted / Not accepted
H	<b>COMMERCIAL PART.</b>	
H1	Validity of the rate contract shall be two year (last day of 24 <sup>th</sup> month) for ordering. This R/C E3519001 shall be effective from date of issue of rate contract to L1 bidder.	Accepted / Not accepted
H2	Price variation clause shall be as per clause 2 of schedule - V.	Accepted / Not accepted
H3	Taxes and duties shall be extra as applicable on the date of actual delivery.	Accepted / Not accepted
H4	Penalty clause as well as other conditions given in general Terms & conditions,( schedule - VI) and Standard Enquiry terms & conditions are acceptable to us.	Accepted / Not accepted
H5	Rates quoted in the price bid are on F.O.R. Jhansi basis	Accepted / Not accepted
H6	Validity of the rates quoted is 120 days from the date of opening of price bid / date of RA.	Accepted / Not accepted
H7	The delivery shall be 10 weeks for Power Trfr. Tank with Accessories / only Allied tank parts (Accessories) after issue of LOI / PO. Other conditions as per clause 10.1 of schedule – V.	Accepted / Not accepted
H8	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 and other terms & condition given in this tender are acceptable to us as per clause 07 of schedule –IV.	Accepted / Not accepted
H9	Quoted rates are based on the rates frozen by BHEL for various activities which have been detailed at 6.1 of schedule - IV.	Accepted / Not accepted
H10	L1 bidder will be decided on the basis of {basic rate + GST + Any other taxes (if any) - CENVAT benefit - Input Tax Credit}. Rates fixed by BHEL for different variables at clause no 6.1 of schedule - IV will not be considered for arriving at L1 bidder.	Accepted / Not accepted
I	<b>OTHER TECHNICAL REQUIREMENTS: - MEASURES FOR AVOIDANCE OF LEAKAGES AND WELD CRACKING IN TRANSFORMER TANKS .</b>	Accepted / Not accepted
I.1.1	To ensure use of approved WPS, WQR, PQR and welders for fabrication of Tank.	Accepted / Not accepted
I.1.2	To ensure availability of WPS & PQR for MS to MS, MS to SS & SS to SS before start of work.	Accepted / Not accepted
I.2.1	Use of baking oven & portable thermos for electrodes.	Accepted / Not accepted
I.2.2	One qualified person is to be nominated by vendor who will be responsible for all QC function. No inspection calls shall be attended without clearance of your internal QC person on checklist / observation sheets.	Accepted / Not accepted
I.3.1	Welding of gussets in tank rim area to be done only after complete welding of rim to provide proper accessibility to welding	Accepted / Not accepted
I.3.2	Grooves of all rectangular flanges are to be machined by Milling M/c and grooves are to be checked for dimension before Welding & in no case deviation shall be allowed. This will avoid any complication in final stage	Accepted / Not accepted
I.4.1	Additional welding up to a length of 100 mm to be done on all corners of tank	Accepted / Not accepted
I.4.2	All pads and flanges are to be duly machined & dressed before Welding on tanks	Accepted / Not accepted





I.5	Suitable relieving / angle / pipes to be provided on all pressure joints for Leakage checking	Accepted / Not accepted
I.6	Testing bosses to be provided on box stiffeners whenever the leakage joint gets concealed.	Accepted / Not accepted
I.7	Utmost care to be taken in making of grooves in inspection pads, and ensuring rim flatness to prevent seepage through cords and gaskets	Accepted / Not accepted
I.8	Flame cut edges to be properly dressed before fit-up / welding.	Accepted / Not accepted
I.9	CO2 welding if employed to be avoided in pressure joint area. Further welders to be qualified for CO2 welding process.	Accepted / Not accepted
I.10.1	If CO2 welding employed care should be taken to keep the weldment away from strong draughts. The job should be adequately screened to avoid disruption of gas.	Accepted / Not accepted
I.10.2	As far as possible for uniformity of welding appearance it is suggested to use one variety of welding process either of CO2 or conventional.	Accepted / Not accepted
I.11.1	Vertical welding and overhead welding should not be done by CO2 welding and avoided as far as possible in stick welding	Accepted / Not accepted
I.11.2	As far as possible welding is to be done in down hand position only	Accepted / Not accepted
I.12.1	Pressure testing to be done with actual size of gasket and cords as given in drgs.	Accepted / Not accepted
I.12.2	Pressure & Vacuum testing is to be done with turrets and all inspection covers duly blanked & turrets are to be tightened with full Qty studs only.	Accepted / Not accepted
I.13.1	Only calibrated pressure gauges (entire range) of 0 to 2.1 kg / sq. cm. to be used.	Accepted / Not accepted
I.13.2	Welding gauge is to be made available with your QC person to ensure proper weld size.	Accepted / Not accepted
I.14	Repetition of type test PT / VT should be avoided in all circumstances. Proper scaling and leakages should be ensured before and without subjecting the tank to the reqd. test pressure of PT / VT	Accepted / Not accepted
I.15	PT / VT shall be observed by us only once. Permission shall be taken from BHEL giving reason for repetition.	Accepted / Not accepted
I.16.1	There should be no dressing marks on tank, which gives a shabby look. Temporary lifting hooks being welded on tank for lifting purpose should be avoided.	Accepted / Not accepted
I.16.2	There should not be any sharp corner on complete tank assy. and a general radius of 0.5 mm to 1 mm is to be maintained on edges.	Accepted / Not accepted
I.17	All DP and NDT are to be certified by qualified level II inspectors only.	Accepted / Not accepted
I.18	All concession / deviations are to be regularized through our concession / déviation format	Accepted / Not accepted
I.19.1	Painting records are to be maintained and filled in BHEL Jhansi log sheet.	Accepted / Not accepted
I.19.2	Primer is to be applied within 6 hours of Shot blasting after removal of loose and dirt. Adhesion and thickness is to be done after each coat of primer / paint application	Accepted / Not accepted





## Schedule - VI

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-24122734, ई-मेल- mulayam@bhel.in

I.20	Paint peel off test shall be carried out by Adhesion testing by fixing tapes on the applied surface.	Accepted / Not accepted
I.21	Deburring of all plain holes and re-tapping of all threaded holes is to be ensured before shipment.	Accepted / Not accepted
I.22	Fabrication works cannot be offloaded without prior approval of BHEL. The above suggested measure are to be used as guiding tools in an effort to reduce the occurrences of leakages and weld cracking in future	Accepted / Not accepted
J	L-1 rate will be finalized through reverse auction.	Accepted / Not accepted
J1	Please confirm your participation in Reverse Auction.	Yes : Confirmed
J2	Reverse Auction shall be done to decide L-1 bidder, Please confirm that you will participate in reverse auction. <b>(Non acceptance to this clause may liable to rejection your offer).</b>	Yes : Confirmed
K	Submission of required documents as per Sl.No.4 (a), (b) & (C) of Schedule V	Accepted / Not accepted
L	All the General Terms & Conditions of Enquiry (JHS 2055A R03) which have been uploaded at <a href="https://jhs.bhel.com/apps/sip/eng_terms/eng_tems_current.pdf">https://jhs.bhel.com/apps/sip/eng_terms/eng_tems_current.pdf</a> have been read by us and we confirm acceptance of all the General Terms & Conditions of Enquiry.	Accepted / Not accepted
M	Acceptance to MAKE IN INDIA clause no. 11 of schedule III	Accepted / Not Accepted
N	Acceptance for benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase (clause no. 12 of schedule III)	Accepted / Not Accepted

Note: - If any of the above conditions are not accepted the offer shall be liable for rejection.

M. **Contact detail of vendor:-**

- M1. Contact Person : .....
- M 2. Mobile no. : .....
- M 3. Telephone No/ FAX : .....
- M 4. E mail Id : .....



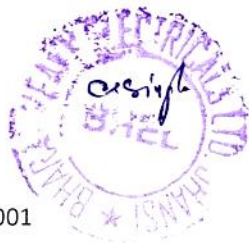


**Schedule - VII**

**Business Rule of Reverse Auction for the procurement of Power Transformer tanks for on Finish basis as per the agreed Technical Specification against the Tender No. E3519001 DTD XXXXXX**

**Business Rule of Reverse Auction for the procurement of Power Transformer Tank Assy as per the agreed Technical Specification against the Tender No. E3519001 DTD XXXXXX**

Buyer Name	Name of BHEL Unit : BHEL Jhansi - Full postal address: PO BHEL Jhansi (UP)284120 - Fax: 0510-2412120 - Phone:0510-2412459 - Contact person name: Alok Bhadkamkar, AGM/TMM - Phone: 0510-2412675 - Email: <a href="mailto:alok.bhadkamkar@bhel.in">alok.bhadkamkar@bhel.in</a> and - Contact person name: Choudhry Mulayam, MGR/MM - Phone: 0510-2412734 - Email: <a href="mailto:mulayam@bhel.in">mulayam@bhel.in</a>
Auction to be conducted by	Name of Service Provider: XXXXXXX
Date of Auction	Date of Auction : .....
Documents Attached: (To be sent to the bidders)	1) Business rules for Reverse Auction (Annexure-I) 2) Process Compliance Form (Annexure-III) 3) Details of item(s) to be Reverse Auctioned (Annexure-V) 4) Post RA Price confirmation by bidder (Annexure-VI)
SPECIAL INSTRUCTIONS	1) <b>Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.</b> 2) <b>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Reverse Auction Service Provider nor BHEL will be responsible for any lapses / failure on the part of the vendor, in such cases.</b>





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-24122734, ई-मेल: [mulayam@bhel.in](mailto:mulayam@bhel.in)

## Schedule - VII

Annexure - I

### Business Rules for Reverse Auction

This has reference to tender no E3519001 dated XXXXXX. BHEL may finalise the Rates for the supply of Power Transformer Tank Assy through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized M/s. {Service provider}, for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. E3519001 dated XXXX, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

#### 1. Procedure of Reverse Auctioning

- i) Price bids of all techno-commercially qualified bidders shall be opened.
- ii) **Online Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii) If BHEL decides the lowest sealed envelope price bid as the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv) Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v) After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
- vi) Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

#### 2. Schedule for Reverse Auction: The Reverse Auction is tentatively scheduled on -----(shall be intimated later) and the duration of online sealed bid will be 30 minutes. All bidders to submit their online sealed bids during this period.

##### - Online Sealed Bid:-

- Start Time: 14.00 Hrs
- Close Time: 14.30 Hrs

##### - Online Reverse Auction:-

- Start Time: 15.00 Hrs
- Close Time: 16.00 Hrs





### Schedule - VII

3. **Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the FOR Jhansi Landed Price (Net of ITC) inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications mentioned in E3519001  
In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for **120 days** from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-24122734, ई-मेल - mulayam@bhel.in

## Schedule - VII

10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through M/s. {Service provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone, then time extension of additional **15 minutes** will be given by M/s. {Service provider} provided such requests come before **5 minutes** of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the Service Provider to upload the faxed price online so that the Service Provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price M/s. {Service provider} has to solely ensure that the fax message is received by the Service Provider in a readable/ legible form and also the Bidder should simultaneously check up with Service Provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the Service Provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the Service Provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service Provider at the time of receipt of the fax message from the bidders, Service Provider will not be uploading the prices and either BHEL or the Service Provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.





## Schedule - VII

12. **Proxy bids:** Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s. {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions /modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).





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टेलीफोन: 0510-24122734, ई-मेल: [mulayam@bhel.in](mailto:mulayam@bhel.in)

### Schedule - VII

17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. E3509005 dt..... Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package).
  - b. Bid Placed by the bidder.
  - c. Start Price.
  - d. Decrement value.
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ M/s. {Service provider} (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.





**Schedule - VII**

**Annexure – III**

**Process Compliance Form**

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service Provider}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Power Transformer Tank Assy} against BHEL enquiry/ RFQ no.E3519001 dtd. XXXXXXX

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email/ the price confirmation & break up of our quoted price (including that of line items) as per Annexure-VI within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider}.
- 5) We also confirm that in case we become L1 bidder, the envelope sealed price bid submitted by us shall be opened by BHEL and we agree to accept the lower of the two bids (RA closing price & envelope sealed price) for placement of order and we have understood that in case online sealed bid placed by us is found higher than envelope sealed price bid submitted by us, then BHEL may take action as stipulated in NIT.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal.....

Name —.....

Company / Organization.....

Designation within Company / Organization.....

Address of Company / Organization.....

- Sign this document and FAX/ email it to M/s. {Service provider} prior to start of the Event.





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टेलीफोन: 0510-24122734, ई-मेल: mulayam@bhel.in

## Schedule - VII

Annexure - V

### Details of item (s) for Reverse Auction

Enquiry Item No.	Item Description	Quantity
1	<p>TANK COVER ASSY TO DRG NO 14631850013/03, EBOM VER-05 BOTTOM TANK ASSY TO DRG NO 04631750024/01, EBOM VER-01 14631750025/01, EBOM VER-01 (TANK BASE) TOP TANK ASSY TO DRG NO 04631650032/02, EBOM VER-02 HEADER P/W ASSY TO DRG NO 04634350027/00, EBOM VER-00 AUX CONS P/W ASSY TO DRG NO 14635250027/01, EBOM VER -02 CONS P/W ASSY TO DRG NO 04635150024/01, EBOM VER-01 OUT SIDE FITTING TO DRG NO 04631950026/01, EBOM VER-02 IV TURRET ASSY TO 14632150038/01, EBOM VER-01 LV &amp; HVN TURRET ASSY TO DRG NO 14632150037/01, EBOM VER-01 HV TURRET ASSY TO DRG NO 14632150039/01, EBOM VER-01 HVN GROUNDING TO DRG NO 24631950095/00, EBOM VER-00 TOTAL ITEM AS PER ANNEXURE 'A' SL NO A/01 TO A/123, REV-06 DATE-09/04/2021 <b>DRAWINGS AND ANNEXURE MENTIONED IN ITEM DESCRIPTION IS FOR REFERENCE ONLY. ACTUAL DRAWINGS &amp; ANNEXURE WILL CHANGE FROM PO TO PO.</b></p>	<p>200Sets/4400,000.00 Kgs. (<math>\pm 30\%</math>)</p>

**Procurement of Power Transformer tanks on Finish basis against Tender Enquiry No. E3519001 dated XXXXXXXX**

The offers of all the bidders are technically & commercially frozen as submitted by the bidders and clarified in subsequent correspondence, if any, with the bidders.





**Schedule - VII**

Annexure - VI

RA price confirmation and breakup

(To be submitted by L1 bidder after completion of RA)

To

- M/s. {Service Provider}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted:

₹ \_\_\_\_\_/Kg\_ in value & in words ₹ \_\_\_\_\_ per Kgs for item(s) covered under

tender enquiry No. E3519001 dt. XXXXXX

Total price of the items covered under above cited enquiries is inclusive of { forwarding, E.D. , C.S.T. , freight and insurance charges up to BHEL Jhansi , Jhansi District, UP State and Type Test Charges etc., (exclusive of service tax), other as per NIT} as our final landed prices as quoted during the Reverse Auction conducted today {.....} which will be valid for a period of 120 day ( in words One Hundred Twenty days).

The price break-up including that of line items is as given below.

=====

Total - Rs..... in value & in words.....

=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

Name:.....

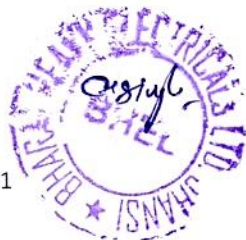
Company:.....

Date:.....

CC : Addl. General Manager (MM)  
BHEL, Jhansi

39 | पृष्ठ 5 2

क्रय इन्व्चारी सं. E3519001



उपरोक्त सभी शर्तें स्वीकार्य हैं : हस्ताक्षर विड दाता



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-24122734, ई-मेल- [mulayam@bhel.in](mailto:mulayam@bhel.in)

## Schedule - VIII

BHEL AA:MM:IP:R01 dtd 1.4.2010

### INTEGRITY PACT

#### Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

#### And

(description of the party along with address)

....., hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

#### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for fabrication of Power Transformer Tank with Accessories / only Allied Tank parts (Accessories) on finish basis. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.





### Schedule - VIII

- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC / PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.





## Schedule - VIII

### Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

### Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### Section 6 - Equal treatment of all Bidders / Contractors / Sub - contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### Section 7 - Criminal Charges against violating Bidders/ Contractors / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.





### Schedule - VIII

- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act and the CMD , BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

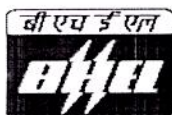
### Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.





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टेलीफोन: 0510-24122734, ई-मेल: mulayam@bhel.in

### Schedule - VIII

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

11.0 The detail of IEM for BHEL Jhansi is as under :-

	Name	Mail ID
1	Shri Arun Chandra Verma IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh IPS (Retd.)	vbsinghips@gmail.com

Note: Pending nomination of new IEM for the specific tender, prospective suppliers / bidders may address their complaints / representation as envisaged in the IP to the Head (MM) of BHEL Jhansi.

*Ch Mulayam*  
6.11.21

(Ch Mulayam)  
Manager / TMM

For and on behalf of  
Bharat Heavy Electricals Ltd., Jhansi

For & On behalf of the Principal  
(Signature with Office Seal)

For & On behalf of the Bidder / Contractor  
(Signature with Office Seal)

Place : Jhansi Place : \_\_\_\_\_  
Date : 06.11.21 Date : \_\_\_\_\_  
Witness 1 : *Neeraj Kumar* Witness 2 : \_\_\_\_\_  
(Name & Address) : Neeraj Kumar / BHEL (Name & Address) \_\_\_\_\_





Schedule -IX

**CALCULATION TO DERIVE  
JPC MARKET PRICE (RETAIL) EXCLUDING GST OF 10 MM PLATE FOR DELHI**

CALCULATION TO DERIVE JPC MARKET RATE (RETAIL) EXCLUDING GST OF 10MM, STEEL PLATE FOR DELHI FOR THE MONTH OF October-2021				
JPC STEEL RATE DETAILS (Retail)				
PLATE SIZE	MONTH	RATE (Rs / Kg.) (Inclusive of all taxes)	GST	RATE (Rs / Kg.) (Excluding GST)
A		B	C	
10 MM	Oct-21	77.49	18%	65.67

- (a)- JPC Market price (Retail) declared in beginning of Oct-2021 for Delhi including GST = Rs 77.49 per kg (Rate of JPC enclosed)
- (b)- Present rate of GST = @ 18.00 %
- (c)- Therefore JPC Market price (Retail) Excluding GST = JPC price for Delhi including GST  
(1.18)
- =  $\frac{77.49}{(1.18)}$
- = Rs 65.67 per kg





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Schedule -IX

  
ज्वाइन्ट प्लान्ट कमिटी  
(भारत सरकार द्वारा गठित)  
JOINT PLANT COMMITTEE  
(Constituted by Govt. of India)  
An ISO 9001 : 2015 Certified Organisation

DATE: 5TH OCTOBER 2021

JPC MARKET PRICE RETAIL FOR 1ST OCTOBER 2021

(Rs/Tonnes)

Sl. No.	ITEM	Kolkata	Delhi	Mumbai	Chennai
1	PIG IRON	51990	57230	57230	49560
2	BILLETS 100 MM	52000	54820	54990	55710
3	BLOOMS 150X150 MM	54000	57230	52870	NA
4	PENCIL INGOTS	50250	56230	52160	51570
5	WIRE RODS 6 MM	58500	61950	62780	64080
6	WIRE RODS 8 MM	58250	60770	62190	63720
7	ROUNDS 12 MM	59500	61200	63120	62380
8	ROUNDS 16 MM	58500	61200	62880	62380
9	ROUNDS 25 MM	58500	61200	62880	62380
10	TMT 10 MM	62500	62810	59950	60870
11	TMT 12 MM	62500	61750	60140	60870
12	TMT 25 MM	62000	62390	59700	60870
13	ANGLES 50X50X6 MM	58500	60780	60260	61560
14	ANGLES 75X75X6 MM	58500	61100	60600	60970
15	JOISTS 125X70 MM	58000	59810	60290	61010
16	JOISTS 200X100 MM	56000	60810	60890	61520
17	CHANNELS 75X40 MM	57000	61140	63750	63430
18	CHANNELS 150X75 MM	57000	60340	62110	61480
19	PLATES 6 MM	74000	77290	79980	79390
20	PLATES 10 MM	73000	77490	80210	79390
21	PLATES 12 MM	73000	78470	81740	79390
22	PLATES 25 MM	73000	78080	79610	80230
23	H. R. COILS 2.00 MM	73170	77920	79840	80190
24	H. R. COILS 2.50 MM	72500	76590	79230	79920

ISPAT NIKETAN, 52/1A, Dallygunge Circular Road, Kolkata - 700 019

इस्पान निकेतन, 52/1A, दालीगुंज चरकुंजर रोड, कोलकाता - 700 019

Phone : 91 (033) 2461-4055/4056/4065 Fax: 2461-4063 E-mail: jpc.wp@bhel.in Website: www.jpcindiansteel.co.in





**ज्वाइन्ट प्लान्ट कमिटी**  
(भारत सरकार द्वारा गठित)  
**JOINT PLANT COMMITTEE**  
(Constituted by Govt. of India)  
An ISO 9001 : 2015 Certified Organisation

DATE: 5TH OCTOBER 2021

**JPC MARKET PRICE RETAIL FOR 1ST OCTOBER 2021**

(Rs/Tonnes)

Sl. No.	ITEM	Kolkata	Delhi	Mumbai	Chennai
25	H. R. COILS 3.15 MM	72340	76290	79230	79920
26	C. R. COILS 0.63 MM	85500	86140	89100	94600
27	C. R. COILS 1.00 MM	84500	85550	88300	93420
28	G. P. SHEETS 0.40 MM	94000	94020	100990	102320
29	G. P. SHEETS 0.63 MM	92500	92480	96760	100320
30	G. C. SHEETS 0.40 MM	96000	94400	101800	103500
31	G. C. SHEETS 0.63 MM	92700	92160	96900	102680
32	MELTING SCRAP H M S - I	43000	44570	46290	43660
33	MELTING SCRAP H M S - II	41500	43590	46140	42290
34	SPONGE IRON (COAL BASED)	32500	44840	25890	36190

**NOTE:**

- 1) JPC will not be responsible for the outcome of any work done by any party/user of this report based on the data featured in this report.
- 2) Prices are indicative.
- 3) Prices are inclusive of GST.
- 4) All prices are in Rs. /Tonne and has been compiled on the basis of average of Main & Others producers' price.
- 5) All prices are as on the 1<sup>st</sup> October 2021.
- 6) Prices have been rounded up to the nearest ten.
- 7) Price for Blooms 150X150MM was not available in Chennai.



ISPAT NIKETAN', 52/1A, Ballygunge Circular Road, Kolkata - 700 019

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Phone : 91 (033) 2461-4055/4056/4068 Fax : 2461-4063 E-mail : jpc-wb@nic.in Website : www.jpccindiansteel.nic.in





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल,झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन:0510-24122734, ई-मेल- mulayam@bhel.in

Schedule -X

**PACKING INSTRUCTIONS FOR TANK / TANK ACCESSORIES**

1. Openings of all accessories including conservators, headers, cable boxes, thermosyphons, pipework etc. are to be blanked using steel blanking plate, 3thk NBC gasket and 50 % hardware properly tightened to prevent ingress of dust/moisture.
2. All identification markings should be done by paints and Tag on Flange ( Temporary markers are not accepted)
3. Following accessories are to be supplied in packed wooden boxes:

BOX NO	ITEM DETAILS	Annexure item nos
101	<b>Assembly Items</b> - TG Mounting items, Inside mounting items, Tap changer support, Line lead Fixtures, CT Mounting bracket, HVNTG Bracket, Stress shield (If called) , etc.	
	<b>Testing Items</b> - Bushing Mtg. Flanges, Steel Rings for CT Terminal board, dome cover for CT Board, Impact recorder brackek, etc	
201	Conservator Pipework , MD unit & BG brackets, Bushing mounting flanges & OAB pipes	
301	Header/Cooler Pipe work ( L < 3.5 metres)	
401	Aux Conservator & Pipe work Assembly	
501	Outside Fitting Items, Bracket for moisture removal system with all pipes, Radiator fixing bar, shims, clips, support assy, post insulator brackets, breather brackets, marshalling box supports, all other misc. fabricated items, etc.	
601	Ladder assembly	
701	Pedestal Type Floor mounted Fan Supports & Arms (if not welded)	

All miscellaneous fabrication items in Conservator Pipe Work, Header Pipe Work and Aux Conservator Pipe Work, should be placed inside a small ( 1 ft. x 1 ft. x 1ft. ) completely packed wooden case, and this wooden case shall be placed inside the respective wooden crate. This will enable that all loose items of the relevant box are securely packed till such time they reach the destination i.e site.

The construction of the boxes top cover should be bolted type construction so that the same can be opened and closed without causing any damage to the box. Each Item of Box above to be individually wrapped using suitable cushioning material ( BUBBLE POLYTHENE) and tightened with adequate polyethylene adhesive tape to prevent scratches and ingress of dust/water. Then all items of respective box to be wrapped (together) in polyethylene sheet and adequately taped while placing in wooden box. BHEL Inspection agency / Third Party inspector shall certify the completeness of the above boxes, as



**Schedule -X**

per Annexure enclosed to PO, before closing them and despatched to BHEL. Packing list (giving description and annexure item reference) duly certified by BHEL / Third Party inspector for completeness shall be kept should be kept securely in water proof envelope in the box and shall also be stuck on the box. Small items should be put in polythene bag and kept safely inside respective box. The respective Box No, PO No & Delivery Challan no shall be painted on the box.

4. Following items/accessories are **not to be supplied in wooden boxes** :

SL NO	ITEM DETAILS
(i)	Bottom Tank/Tank with all inspection covers. However all openings are to be blanked using steel blanking plates / inspection covers and 3 thk. NBC gasket / proper size nitrile rubber O rings (wherever applicable). Adequate hardware to be used properly tightened to prevent ingress of dust/moisture.
(ii)	Top tank/Tank Cover with all inspection Covers. However all openings are to be blanked using steel blanking plates/ inspection covers and 3 thk. NBC gasket / proper size nitrile rubber O rings (wherever applicable). Adequate hardware to be used properly tightened to prevent ingress of dust/moisture.
(iii)	All Turrets with steel blanking plates / inspection covers and 3 tk NBC gasket / proper size nitrile rubber O rings (wherever applicable). Adequate hardware to be used properly tightened to prevent ingress of dust/moisture.
(iv)	Main Conservator with all fittings
(v)	A Frame assembly
(vi)	Top/Bottom Headers with all fittings
(vii)	Thermosyphon Assembly
(viii)	Cable Box Assembly
(ix)	Header/Cooler Pipe work ( L > 3.5 metres)
(x)	Fan Supports & Arms (if welded)

Items from 4 (iii) to 4 (x) above to be wrapped in Polyethylene air bubble film and tightened with adequate polyethylene adhesive tape to prevent ingress of dust/water.

## 5. Guidelines for making packing boxes/crates are as follows:

- Pine wood material to specification AA51401 shall be used for all crates.
- Timber used shall be free from crack, rotten and infected wood.
- For crate construction and other details refer sample drg. BP 7842078190.
- For general packing instructions ref. BP 04930399.





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-24122734, ई-मेल- [mulayam@bhel.in](mailto:mulayam@bhel.in)

### Schedule -X

- (v) Thickness and width of all planks and battens used in base, sides and top shall be maintained strictly as per above drg.
  - (vi) Number of planks shall be decided depending upon the box size.
  - (vii) Arrangement of planks in base, sides and top shall be maintained as per above drg.
  - (viii) Gap of 200 to 250 mm between planks shall be maintained in sides and top cover.
  - (ix) Planks (40mm) at base shall be placed side by side without gap.
  - (x) All reinforcing battens shall be arranged as shown in the drg.
  - (xi) All planks/battens should be used in one piece without joint.
  - (xii) Base shall be raised by 50mm above ground to facilitate sling provision.
  - (xiii) All corner joints of battens should be anchored using steel straps and nails.
  - (xiv) Items should be packed tight using suitable cushioning material to ensure safe scratch free delivery at sites.
  - (xv) Clamps / tie bars to be used so that the individual jobs within a crate are firmly held.
  - (xvi) BHEL / Third Party inspector should certify the completeness of box as per packing list described in point 3 above before closing the box.
6. Sizes of Boxes/crates to be used and their weights are given in Annexure to this Schedule XI.
7. Supplier shall also send one copy of BHEL supplied Annexure wherein against each item either the relevant Box no & applicable sl no of that box's packing list no will be mentioned (if that annexure item is packed in box) or "loose" will be mentioned (if that annexure item is not supplied in box). This copy shall be sent with each despatch challan.
8. Any change in the box size requires the approval of BHEL. In case BHEL approves an additional size / amends a size of box for a particular item / rating, the same may be made applicable thereupon to all vendors during the currency of the contract.
9. Wherever, the need for packing is not there, the same shall be spelt out in the respective order(s).





## Schedule -X

**Annexure for wooden packing****BOX CRATE DIMENSIONS FOR ACCESSORIES OF POWER TRANSFORMER TANK**

Pine Wood material to specn AA51401, Crate Construction as per drawing BP 7842078190.

BOX NO	BOX DESCRIPTION (Ref. point 3 of Packing Instructions for details)	Box Crate Dimensions				
		Job Rating	Length (mm)	Width (mm)	Height (mm)	Minimum Weight (kgs)
101	Assembly Items & Testing Items	All	1000	750	500	47
201	Conservator Pipe Work	> 100 MVA	3200	1100	650	189
		> 50 MVA and < 100 MVA	3200	600	650	123
		> 20 MVA and < 50 MVA	3000	800	500	122
		< 20 MVA	2000	500	500	68
301	Header / Cooler Pipe Work ( L < 3.5 metres)	> 100 MVA	4800	1500	900	325
		> 50 MVA and < 100 MVA	3200	1100	650	189
		> 20 MVA and < 50 MVA	3000	800	500	122
		< 20 MVA	2000	500	500	68
401	Auxilliary Conservator with Pipe work	All	1000	750	500	47
501	Outside Fittings and other items ( if there is no cable box requirement)	All	1500	600	450	46
	Outside Fittings and other items ( if there is cable box requirement)		3200	600	450	123
601	Ladder assembly	All	4000	550	550	129
701	Fan Supports & Arms ( without welded assy) 6 sets in one box	All	3000	2000	1000	283





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-24122734, ई-मेल- mulavam@bhel.in

**Schedule -XI**

To,  
Manager (TMM)  
BHEL JHANSI-284120.

**Subject: Price Bid against Rate Contract Enquiry no. E3519001 for Power Trfr Tank on Finish Basis**

Dear Sir,

We are quoting Techno-commercial bid, basic rate as under:

S. No.	Description	To be filled by the bidder (₹/Kg)
1	Name & Address of the supplier	
2	Basic Rate on F.O.R. destination basis (Rate in ₹ per kg basis) in figures	
3	Basic Rate on F.O.R. destination basis (Rate in ₹ per kg basis) in words	

Note:- (i) Above rate are quoted based on base rate of JPC ₹ 65.67 per kg of Oct'21 Delhi.

(ii) The above quoted rates are inclusive of packing & forwarding charges on F.O.R. destination basis.

(iii) In addition to above Additional Charges as per Para 6 of Schedule III (if any) shall also be paid by BHEL.

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

Signature of Supplier :

Name :

Designation :

Seal



**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI  
MATERIAL MANAGEMENT – TMM DIVISION**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit a self-certification complying with the conditions below on company letterhead duly signed by competent authority.*

I ....., hereby declare on behalf of M/s. .... that we are participating in the Enquiry No. .... floated by BHEL, JHANSI (UP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

2. As per the Provisions of this order, only "Class-I Local Suppliers"/ "Class-II Local Suppliers" are eligible to bid for the tender.

(a) A supplier will be treated as "Class-I Local Suppliers", if the items quoted by bidder have local content equal to or more than 50%.

(b) A supplier will be treated as "Class-II Local Suppliers", if the items quoted by bidder have local content more than 20% but less than 50%.

(c) 'Local Content' means the amount of value added in India, which shall be total value of item quoted (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

3. I hereby declare that our firm qualifies as "Class-I Local Suppliers" or "Class-II Local Suppliers".

a. The Local Content in the items quoted under this Enquiry is ..... Percent

b. Details of location(s) in India where this value addition shall be done, is/are as follows:

(a) .....

(b) .....

(c) .....

(.....)

For M/s. ....

(Seal & Sign)

**Note:** As per GOI order No:P-45021/2/2017-PP (BE-II) dtd 04.06.20, in case of procurement is more than ₹ 10 Crores, the class-I local supplier/class-II local supplier shall be required to provide a certificate from a practicing cost accountant or practicing chartered accountant giving the percentage of local content.

