

Bharat Heavy Electricals Limited

(A Govt of India Undertaking)
MM Department, Sub post Office: BHEL Jhansi 284120

Tel: 0510-2412317,

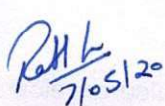
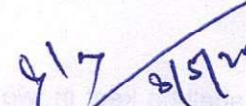
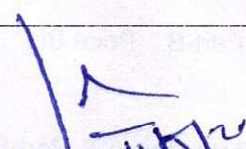
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

PURCHASE ENQUIRY E1800004

(PROCUREMENT OF 'RESIN IMPREGNATED POLYMER (RIP) BUSHING)

TENDER DOCUMENTS

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 7/05/20	 8/5/20	 11/5/20
Prepared by Rahul Kumar Sr.PO (MM)	Checked by Shams-Uz-Zaman, DGM (MM)	Approved by Pradeep Rawat, GM (MM & CDC)



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(SCHEDULE- I)

Terms & Conditions for supply of Bushings Enquiry No. E1800004

1. **General:** Sealed tenders are invited in Two-Part Bid system for purchase of Bushings as per Specifications and terms & conditions mentioned in the Schedules -"I to X". The supplies against this enquiry shall be subject to our General Terms and conditions of enquiry and PO (JHS2055A Rev.03). In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail.
The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: www.bhel.com. Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.

Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per requirement of BHEL.

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

-Part-A Techno-Commercial bid

-Part-B Price Bid

Both Part-A & Part-B of the offer shall be kept in two separate sealed envelopes duly super scribed as Part-A "Technical cum commercial bid" and Part-B "Price Bid". The enquiry number and due date shall also be super scribed on both the envelope.

Part -A of the bid shall complete details of the product offered, filled in copy of "INTEGRITY PACT", duly signed by the authorized signatory of the vendor who signs the bid, acceptance to the specifications, all techno commercial terms and conditions of the Schedules I to X.

In case it becomes necessary to deviate in any of the above, deviations must be clearly brought out in bid Part-A of the offer. Any deviation to "INTEGRITY PACT" is not acceptable. Copy of unpriced bid Part-B with status "Quoted (Q) & Unquoted (NQ)" must accompany bid Part-A.

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Terms & Conditions for supply of Bushings Enquiry No. E1800004

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

Alternatively: "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder.

This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

If there is any change in R.A rules or Guidelines, then latest revision of same will prevail.



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(SCHEDULE- I)

Terms & Conditions for supply of Bushings Enquiry No. E1800004

4. Pre-Qualification Criteria

Please refer attached Schedule-II Offers of those Bidders who meet the Pre-qualification criteria will be accepted. Any deviation from these shall render offer submitted by bidder as rejected.

5. **Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) taking into account all duties / taxes / Cess like GST as per prevailing structure on date of tender enquiry (bid Part-I). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening.
Evaluation of items shall be done on item wise L1 basis.
6. **Technical Parameters and Tendered Quantity:** - Bushings shall conform to the the purchase specifications. BHEL QA plan and / or customer approved QA plan to be followed strictly. Tentative quantity breaks up is mentioned below.

Enquiry Item no	Description of items	Qty (Nos)
1	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & B.	36
2	72.5 KV 2000 AMP 300CT LENGTH RIP L.V.+ HVN + LVN BUSHING AS PER ATTACHED ANNEXURE-A & B.	60
3	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & B.	9
4	72.5 KV 2000 AMP 300CT LENGTH RIP L.V.+ HVN + LVN BUSHING AS PER ATTACHED ANNEXURE-A & B.	12
5	36 KV 3150 AMP 300CT LENGTH RIP H.V.N. BUSHING AS PER ATTACHED ANNEXURE-A & B.	3
6	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6
7	145 KV 1250 AMP 300CT LENGTH RIP I.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6
8	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6
9	145 KV 1250 AMP 300CT LENGTH RIP I.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6

Quantity under individual item may vary within +/- 30% during execution.

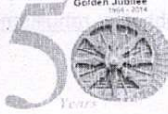
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(SCHEDULE- I)

Terms & Conditions for supply of Bushings Enquiry No. E1800004

At the time of supply, test certificates as per Schedule of the PO must accompany each lot.

7. **Pricing Terms** :- Material will be supplied on finished basis and rate so quoted shall be firm during validity of contract.
8. **Transit Insurance** :- By the bidder. In case of insurance by BHEL, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under policy.
9. **Delivery period** :- Generally Bushings are required in our stores within 8-10 weeks from PO/approval of drawings. Bidders shall commit suitable delivery on F.O.B load port or CIF basis (In case of foreign Bidders) /on door delivery basis (In case of indigenous vendors). Bidders may note that delivery beyond committed schedule will attract penalty for delay. The date of Bill of Lading shall be taken as actual date of delivery.



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(SCHEDULE-I)

Terms & Conditions for supply of Bushings Enquiry No. E1800004

10. **Terms of delivery:** - In case of foreign bidders, it will be F.O.B Load port or CIF basis only. Ex-Works delivery are not acceptable.

In case of indigenous bidders, we prefer on F.O.R BHEL, Jhansi basis. In case of EX-Works delivery, for evaluation freight shall be loaded as mentioned in below table.

In case of F.O.B delivery by foreign bidder, the loading will be done as per applicable rate of BHEL contract with Freight Forwarder.

In the event of bidder offering CFR or CIF delivery terms for delivery in FCL (Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days' period. Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.

To have an equitable comparison amongst the vendors in the tender, freight charges from dispatch city to BHEL, Jhansi shall be loaded on quoted prices as given below.

Description/Type of bushing	No of bushings in truck of 7 MT	Applicable FTL rates (Rs./MT-Km)	Distance from dispatch city to Jhansi+15 Km	Total Freight charges	Freight charges per Bushings
A	B	C	D	$E=C*D*7$	$F=E/B$

Or

Description/Type of bushing	No of bushings in truck of 15 MT	Applicable FTL rates Rs./MT-Km)	Distance from dispatch city to Jhansi+15 Km	Total Freight charges	Freight charges per Bushings
A	B	C	D	$E=C*D*15$	$F=E/B$

Above loading way is tentative and depends on BHEL discretion.

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(SCHEDULE-- I)

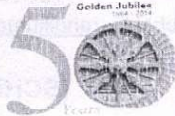
Terms & Conditions for supply of Bushings Enquiry No. E1800004

11. **Purchase from customer approved vendors:-** Bidders may note that BUSHINGS for most of the customers is to be sourced from their approved vendors only. In those cases, BHEL would place purchase orders pertaining to requirement of such contracts on the approved vendors of respective customer only.
12. **Number of Suppliers:-** We need 2 suppliers for execution of this contract and the tentative distribution of quantities among L1 & L2 would be in the ratio of 70:30. Number of minimum suppliers required to execute this contract may change depending upon committed capacity and also acceptance to counter offer, if any, made by BHEL. Number of bidders for quantity distribution shall be (n-1), limited to 2 bidders where n is number of techno – commercially qualified bidders and shall be as shown below:

n	L1	L2	Total
1	100	-	100
2	70	30	100

Wherever, 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. The ordering will further be governed by customer, approval of vendors (wherever applicable), manufacturing capacity, loading of jobs, delivery & quality performance of vendors.

13. **Inspection/Quality Checks and Quality Records:-** Pre-dispatch /source inspection may be carried out at vendor works as per practice in vogue. However, vendor shall maintain all records of input materials and finished Bushings thereby establishing traceability. BHEL may conduct quality audit at supplier works for ensuring implementation of Quality system. Vendor shall carry out all the Electrical & Mechanical tests as called for in the specifications and submit Test certificates for each lot of dispatch. All Bushings shall be tested as per IEC60137/IS2099. Type test report of offered Bushings to be submitted along with offer and it should not be older than 5 years. Drawing with detail shall be submitted along with offer. The Seller shall give adequate notice, of 2 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.



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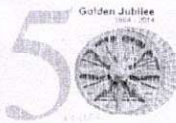
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(SCHEDULE- I)

Terms & Conditions for supply of Bushings Enquiry No. E1800004

14. All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection and testing charges, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labor, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
15. **Replacement of rejected Goods:** - Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interalia cost elements such as total transportation, insurance and other taxes / levies etc as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.
16. **Taxes & Duties:** - GST as applicable within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit).
17. **Guarantee:** - Bushings under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is early. In case of non-acceptance of Guarantee Term There will be 1% per month loading in offer price per month, i.e. if a vendor accepts 18 months of warranty in place of NIT conditions of 24 months' warranty, then loading in offer price will be = $(24 \text{ months} - 18 \text{ months}) \times 1\% = 6\%$.
18. In case of non-acceptance of Risk Purchase, loading of 10 % shall be done on the Supplier quoted rates to derive L-1 status.
19. **Payments Terms:** - Any deviation from the following 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



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(SCHEDULE- I)

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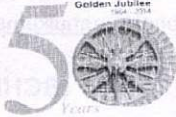
In case of Indigenous Bidders: -100% payment within 90 days of receipt of material (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents.

In case LC payment terms for indigenous bidders are accepted by the competent authority, offers with interest free Usance period less than 120 days (45 days for MSEs vendors & subject to submission of Udyog Aadhar Memorandum) shall be liable for rejection.

In case of Foreign Bidders: -100 % payment will be considered by irrevocable and unconfirmed Usance LC with 120 days' interest free credit to be reckoned from the date of B/L.

20. **Validity of Offer :-** Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.
21. **Levy of Penalty for delayed performance:** - As per Clause no: 8 of General terms & Conditions of enquiry rev 03.
22. In case of non-acceptance of LD Clause, the suitable loading up to 10% maximum shall be done on supplier's quoted rate to derive the L-1 Status.
23. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions of enquiry' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions rev 03 of enquiry, if any, for this enquiry shall only prevail.
24. **Bank Charges:** - For overseas bidders, all bank charges except charges of LC opening bank, which shall be loaded while bid evaluation, shall be to the bidders account only.
25. **Fumigation Charges:** - All imported consignment in wooden packing shall be subject to fumigation as per statutory requirement of Govt. of India and bidder shall furnish 'Phytosanitary Certificate' or a declaration that wood-packing material used in packing is in accordance with IPPC standard ISPM No.15 and has been labelled compliance with IPPC mark by manufacture.

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(SCHEDULE- I)

Terms & Conditions for supply of Bushings Enquiry No. E1800004

26. **Agency Agreement:** - Agency agreement from foreign supplier for their Indian agent is necessary and should come along with the bid Part-A. The agreement between foreign supplier and their Indian agent should contain relationship, mutual interest in the business, commission amount or general retainer fee, services to be rendered by Indian agent etc.
27. Bidders may note that suitable loading will be done for arriving at the landed cost net of ITC price for any deviation from General terms & Conditions as pre-printed overleaf of the enquiry.
28. **Applicable Laws and Jurisdiction of Courts:** - Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
29. **Integrity Pact (IP) – Independent external monitor (IEM)** :- Please refer Schedule-X

Rahul
07/05/20
Prepared by
(Rahul Kumar)
Sr. PO (MM)

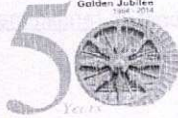
9/7/20
Checked By
Shams-Uz-Zaman
DGM(MM)

(SCHEDULE-II)

PRE QUALIFYING REQUIREMENT FOR PROCUREMENT OF 'RESIN IMPREGNATED POLYMER BUSHING-E1800004

Sl. No.	REQUIREMENT	Bidder's Response
1	Bidders should be the Manufacturer of ' <u>Resin Impregnated Polymer Bushing</u> '. Bidders to provide Self Undertaking on their Letter Head that they are capable of executing the job under captioned enquiry.	☐ Yes ☐ Submitted
2	<u>EXPERIENCE:-</u> Bidders should have experience of having supplied " <u>Resin Impregnated Polymer Bushing</u> " (henceforth called "Goods") to Rolling Stocks/Generation / Transmission Companies or Transformer Manufacturers. The Customer should be any of the following in the last three years. 1. Public Sector Unit - State/ Central Govt. in India 2. Government - State/ Central in India 3. Alstom / Bharat Bijlee / TELK / EMCO / T & R / Voltamp Trfr / Imp Power / Vijay Electrical / Technical Associates / Andrew Yule / Skipper Ltd./ High Volt. 4. ABB Limited (Switzerland) 5. ASTOR TRANSFORMER A.S (Turkey) 6. Bemag Transformer, Inc. (Canada) 7. Bharat Heavy Electricals Limited (India) 8. Bowers Electricals Ltd. (UK) 9. CG Power and Industrial Solutions Limited (India) 10. Changzhou XD Transformer Co., Ltd. (China) 11. DAIHEN Corporation (Japan) 12. Diamond Power Infrastructure Limited (India) 13. EFACEC Group (Portugal) 14. GE Grid Solutions (USA) 15. Hammond Power Solutions, Inc. (Canada) 16. Howard Industries, Inc. (USA) 17. Hyosung Heavy Industries (South Korea) 18. Hyundai Electric & Energy Systems Co., Ltd. (South Korea) 19. Imefy Group (Spain) 20. JSHP Transformer (China) 21. Kirloskar Electric Company Limited (India) 22. KONCAR Group (Croatia) 23. Mitsubishi Electric Corporation (Japan) 24. Olsun Electrics Corporation (USA) 25. Schneider Electric SA (France)	☐ Yes PI tick ✓ as applicable ☐ BHEL Units ☐ Other PSUs / Govt Undertakings ☐ Private Sector

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26. SGB-SMIT Group (Germany)
27. SGB-SMIT Power Matla (South Africa)
28. Shihlin Electric & Engineering Corporation (Taiwan)
29. Siemens AG (Germany)
30. SPX Transformer Solutions, Inc. (USA)
31. TBEA Co., Ltd. (China)
32. Toshiba Energy Systems & Solutions Corporation (Japan)
33. Wilson Power Solutions (UK)
34. Wilson Transformer Company (Australia)
35. Winder Power Ltd. (UK)

The bidders have to provide minimum two orders executed in the last three years, supplied one month prior to date of issue of tender.
Orders.

Minimum Quantum- Should have supplied

(a) for non-MSEs

- (1) minimum 12 Nos/Sets/ etc of "Goods" OR
- (2) Goods of worth Rs. 50 Lakhs. (as on date of tender Opening)

(b) for MSEs

- (1) minimum 9 Nos/Sets/ etc of "Goods" OR
- (2) Goods of worth Rs 35 Lakhs. (as on date of tender Opening)

The bidders have to provide minimum two orders executed in the last three years, supplied one month prior to date of issue of tender.

3	The bidders have to provide minimum two orders executed in the last three years, supplied one month prior to date of issue of tender. Vendor to submit details of executed PO. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Customer Name</th> <th style="width: 15%;">Order No. & Date</th> <th style="width: 10%;">Qty. supplied in UM</th> <th style="width: 30%;">Order, Tax Invoice No., TC No. & Date</th> <th style="width: 25%;">Remark, if any</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> As an evidence of the above information, the bidder to attach the documentary proof as below: - <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Supplies made to</th> <th style="width: 80%;">Documentary Proof to be attached</th> </tr> </thead> <tbody> <tr> <td>BHEL, Unit(s)</td> <td>Purchase Order Copies to be submitted</td> </tr> <tr> <td>Other PSUs / Govt Undertakings</td> <td> 1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance Certificate or Tax Invoices. </td> </tr> <tr> <td>Private Sector</td> <td> 1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Tax Invoices. </td> </tr> </tbody> </table>	Customer Name	Order No. & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remark, if any																																																			Supplies made to	Documentary Proof to be attached	BHEL, Unit(s)	Purchase Order Copies to be submitted	Other PSUs / Govt Undertakings	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Performance Certificate or Tax Invoices.	Private Sector	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Tax Invoices.	☐ Submitted PI tick ✓ as applicable ☐ BHEL Units ☐ Other PSUs / Govt Undertakings ☐ Private Sector
Customer Name	Order No. & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remark, if any																																																													
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4	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 www.bhel.com	☐ Document Submitted
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- 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. 4 is desirable. Other are mandatory.
- Supporting documents for the details filled above have been submitted.

(Signature of the Supplier with Name, Designation & Seal)

(SCHEDULE-III)

Acceptance to salient Terms & Conditions of the Enquiry E1800004 i.e. Techno Commercial Bid

Important : This format is to be submitted in original, along with Part-A of bid, duly signed by the bidders, as proof of acceptance.

Sl.No	DESCRIPTION	TO BE FILLED BY THE VENDOR
A-	Name of the Supplier with Telephone No./Fax No./Email	
B-	Name and Designation of Contact person	
C-	Address of the works at which inspection/delivery is offered.	
D-	HSTN Code	

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance to Technical terms & conditions including Technical/Purchase Specs as mentioned in Schedule-I to X	☐ Accepted
2-	Participation by the Bidders in the tender shall be construed as acceptance of the bidder to the General Terms and Conditions JHS2055A-Rev-03 uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf We confirm that we have read the GTC with applicable revision, and accepts the same.	☐ Accepted
3-	Acceptance for finalization of price bid Part-B through online Bidding(Reverse Auction)	☐ Accepted
4-	Conformance / Test Certificate (along with supply) as specified in enquiry will be provided.	☐ Yes

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Bharat Heavy Electricals Limited

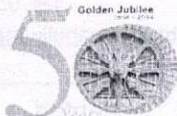
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Tel: 0510-2412317,

e-mail: shams@bhel.in; rahulkumar.r@bhel.in

5-	(a) Delivery period on FOB/CIF, /FOR basis from date of PO issue/Drawing approval, whichever is later. (BHEL reserves the right to reject the offer of such bidders whose quoted/delivery period on F.O.R BHEL, Jhansi basis is more than 12 weeks.)	Days. ☐ Accepted
6-	(b) Supply rate per month exclusively for this tender. Taxes and Duties (For indigenous bidders only): -Extra as applicable. a). CGST (Mention N.A if not applicable) b). SGST (Mention N.A if not applicable) c). IGST (Mention N.A if not applicable)	☐ Accepted a).....% b).....% c).....%
7-	Taxes and Duties (For Foreign bidders only): -All taxes and duties in their country will be borne by them only and in India same shall be to BHEL account. Refer GTC (JHS2055A-Rev-03) for more detail and same shall prevail.	☐ Accepted
8-	Price Bid submitted as per attached price bid format only (Copy of blank price Bid is submitted).	☐ Accepted
9-	Acceptance for prices on firm basis and no PVC is applicable.	☐ Accepted
10-	Acceptance for prices finalization through reverse auction (R.A) i.e. Acceptance to participation in R.A	☐ Accepted
11-	a). Terms of delivery on F.O.R BHEL Jhansi basis (for indigenous bidders). b). Terms of delivery on F.O.B Load Port basis or CIF, basis. (For Foreign bidders) (PI mention name of Load Port)	☐ Accepted
12-	Validity - Quoted prices are valid for 120 days from date of tender opening.	☐ Accepted

13-	Payment Terms (For indigenous bidders) - 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents. In case of dispatch 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 .	☐ Accepted ☐ Accepted
14-	Terms of payment (For Foreign Bidders): - Our Standard Payment terms is: (i) 100% Payment through CAD or (ii) 100% payment will be considered by irrevocable and unconfirmed Usance LC with 120 days' interest free credit, to be reckoned from the date of Bill of Lading In case of request for confirmed LC, confirmation charges shall be borne by the vendor.	☐ Accepted ☐ Accepted
15-	No Advance payment terms will be accepted.	☐ Accepted
16-	Liquidated Damage / Penalty - Failure to supply by the time specified in the order will make the supplier liable to pay unconditional penalty of 1/2% of the price of the goods in arrear (delayed and not supplied) per week or part thereof, subject to a maximum of 10% of the order value unless agreed otherwise.	☐ Accepted
17-	Risk Purchase - If the material is not supplied within stipulated delivery indicated in PO, BHEL shall have the option to purchase the material from other sources at the supplier's risk & cost.	☐ Accepted
18-	Guarantee: In Case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.	☐ Accepted

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19-	Please furnish shipping Dimension & Weight of consignment in your offer.(For Foreign Suppliers)	No. of package ----- Dimension of each package 1- Length ----- 2- Width ----- 3- Height ----- 4- Weight -----
20-	"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."	☐ Accepted

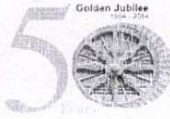
Signature of Supplier & seal :

Date :

Name of contact person :

Cell No. :

Landline with STD code & E-mail :



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(SCHEDULE-IV)

PRICE BID, PART - B FOR ENQUIRY NO. E1800004 REV-00

Supplier Name & Address:

Currency of Quotation (Applicable for Foreign bidders only):

Enquiry item no.	Quoted rate in figure (per number basis in INR / Foreign Currency)	Quoted rate in words (per number basis in INR / Foreign Currency)
Enq. # 1		
Enq. # 2		
Enq. # 3		
Enq. # 4		
Enq. # 5		
Enq. # 6		
Enq. # 7		
Enq. # 8		
Enq. # 9		

Note:- 1) By default, indigenous bidders' quotation will be in Indian Rupees (INR) and foreign bidders' will be in the currency quoted as above by them.

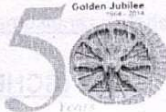
2) The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically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

Signature of Supplier :

Name :

Designation :

Seal :



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(SCHEDULE-V)

BUSINESS RULES FOR REVERSE AUCTION

This has reference to tender no E1800004 dated XXXXXX. BHEL may finalise the Rates for the supply of Bushings on finish basis 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. E1800004 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. **Online Sealed Bid:** This duration of online sealed bid will be 30 minutes. All bidders to submit their online sealed bids during this period.
- II. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- III. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed 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.
- V. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

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**

3. **Auction extension time:** If a bidder places a bid in the last 05 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 05 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 05 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 05 minutes. In case, there is no bid in the last 05 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.

(SCHEDULE-V)

BUSINESS RULES FOR REVERSE AUCTION

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 CENVAT/ VAT) inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, 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 E1800004. 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. Bidders shall be assigned a **Unique User Name & Password** by M/s. {Service provider}.
Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. {Service provider} to ensure confidentiality. 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.
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



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(SCHEDULE-V)

BUSINESS RULES FOR REVERSE AUCTION

11. be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
12. 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 the BOB eProcure Solutions Pvt. Ltd 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 up load that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price 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.

13. **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.

(SCHEDULE-V)

BUSINESS RULES FOR REVERSE AUCTION

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.

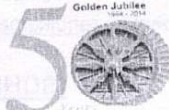
The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

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).

14. 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}.
15. 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.
16. 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



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(SCHEDULE-V)

BUSINESS RULES FOR REVERSE AUCTION

completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.

17. 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).
18. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. E1800004 dt. XXXXXXXXXX. 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).
19. 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.
20. BHEL's decision on award of contract shall be final and binding on all the Bidders.
21. 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.
22. 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.
23. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
24. 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/ {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.
25. 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



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(SCHEDULE-V)

BUSINESS RULES FOR REVERSE AUCTION

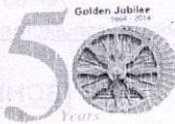
other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

25. Process Compliance Form-Annexure-III

26. Details of item (s) for Reverse Auction-Annexure-V

27. RA price confirmation and breakup (To be submitted by L1 bidder after completion of RA) –Annexure-VI

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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 {Items} against BHEL enquiry/ RFQ no.E1800004 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 –.....

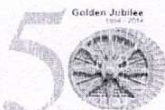
Company / Organization.....

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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Details of item (s) for Reverse Auction

Annexure – V

Procurement of Bushings against Tender Enquiry No. E1800004 dated XXXXXXXX

Enquiry Item no	Description of items	Qty (Nos)
1	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & B.	36
2	72.5 KV 2000 AMP 300CT LENGTH RIP L.V.+ HVN + LVN BUSHING AS PER ATTACHED ANNEXURE-A & B.	60
3	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & B.	9
4	72.5 KV 2000 AMP 300CT LENGTH RIP L.V.+ HVN + LVN BUSHING AS PER ATTACHED ANNEXURE-A & B.	12
5	36 KV 3150 AMP 300CT LENGTH RIP H.V.N. BUSHING AS PER ATTACHED ANNEXURE-A & B.	3
6	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6
7	145 KV 1250 AMP 300CT LENGTH RIP I.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6
8	245 KV 1250 AMP 300CT LENGTH RIP H.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6
9	145 KV 1250 AMP 300CT LENGTH RIP I.V. BUSHING AS PER ATTACHED ANNEXURE-A & C.	6

Quantity under individual item may vary within +/- 30% during execution.

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.

RL



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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:

Rs. _____/Kg_ in value & in words Rs. _____ per
Kgs_ for item(s) covered under tender enquiry No. E1800004 dt. XXXXXX

Total price of the items covered under above cited enquiries is inclusive of {Packing & 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 : Dy. General Manager (MM)
BHEL, Jhansi

Rahul