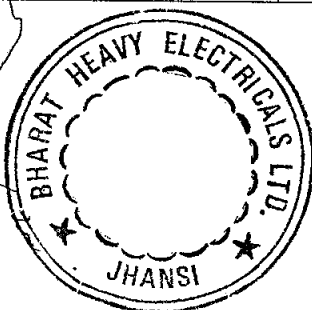


Rate Contract Enquiry No: E3559015

TENDER DOCUMENT FOR FRAME WORK AGREEMENT (RATE CONTRACT) FOR SUPPLY OF ESP TRANSFORMER TANK ASSEMBLY (for NTPC projects) ON FINISH BASIS FOR 2 YAERS.

SL. NO.	CONTENTS	SCHEDULE	PAGE NO.
1	Qualification Criteria Quantities covered by the Rate Contract	Schedule-I	2
2	Instruction for submission of Tender	Schedule-II	3 to 5
3	Salient Technical Requirements	Schedule-III	6
4	Commercial Terms & Conditions	Schedule-IV	7 to 10
5	General Terms & Conditions	Schedule-V	11 to 14
6	Techno-commercial Bid (Part-A)	Schedule-VI	15 to 18
7	General Terms & Conditions of Reverse Auction	Schedule-VII	19 to 28
8	JPC Rate calculation	Schedule-VII	29 to 30
9	Integrity Pact	Schedule-IX	31 to 35

अभिषेक 07/05/2017	मोती लाल अहिरवार 09/01/2017	सी वेंकट राव 01/11/17
वरि. कृय अधिकारी (सा.प्र.)	उप महाप्रबंधक (सा.प्र.)	अपर महाप्रबंधक (सा.प्र.)
तैयारकर्ता	जाँचकर्ता	अनुमोदनकर्ता



Schedule-I

Qualification Criteria & Quantities Covered By the Rate Contract

Qualification Criteria: The bidder who will meet the qualifying requirement as per Annexure A & B to Schedule I will qualify under this tender. Bidders are advised to read the qualifying requirement carefully and furnish all the information and documents called in qualifying requirement. Bidder must fill up the information in Annexure A, A1, A2, and B & C of schedule I and attach copy of supporting documents called with the offer.

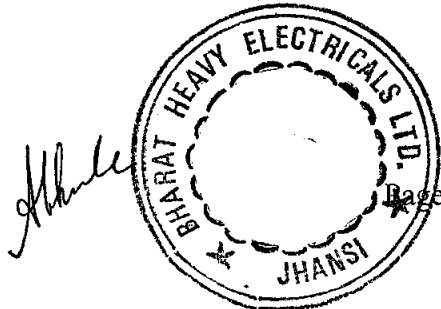
The bidder must be approved with NTPC for supply of ESP Transformer Tanks. In case bidder is not approved with NTPC as on tender opening date then bidders have to furnish the NTPC approval before opening of Price Bid.

Vendor must have spare capacity to supply 20 nos. / 11.20 MT or more ESP Tanks per month under this contract.

Quantities Covered By the Rate Contract: Requirement for ESP Transformer Tank Assembly for NTPC projects for Two Years is as under:-

Enq. # No.	Item Description	Qty.
1	ESP Tank Assembly for NTPC to be manufactured as per Outline General Arrangement (For outside finishing paint & Drilling): 1. OGA Drawing 14670050387 rev 00 2. ESP Tank assy. Drg No 14671550117 Rev 10 & tank details Drg. No 14671550115 Rev 04. 3. Sampling attachments (Adopter) Drg. No. 34671550021 rev 02 (# 001 & 002 are not required) 4. Tank cover assy. (use VAR 01) Drg. No. 14671850069 Rev 02. 5. HV Duct Assy. (Use VAR 00) Drg No. 14671550055 Rev 01. 6. Blanking Plate Assy. Drg No. 34671550001 Rev 05 7. Cable Box Arrangement Assy. (Use VAR 01) Drg. No 14676550034 Rev 02 8. Oil Conservator pipe work Assy. & Details (use VAR 00) Drg No. 14675150044 Rev 05 9. Roller Assy. Drg No 24671550027 Rev 03.	1000sets / 560000 Kgs ±30%

Signature of Supplier :
Name :
Designation :
Seal :



Schedule- II

INSTRUCTIONS FOR SUBMISSION OF TENDER THROUGH E PROCUREMENT

Name and Contact Details of the Person for Queries in the Tender	(1) M L Ahirwar DGM/MM, BHEL Jhansi Phone: - 0510-242459 Email: - mlahirwar@bheljhs.co.in (2) Abhishek Sr. PO/MM, BHEL Jhansi Phone: - 0510-2412716 Email: - achoubey@bheljhs.co.in (3) Shravan Kumar Asst. Engr/MM Phone:- 0510-2412387 Email: - shravan@bheljhs.co.in
Last Date of Submission of the Tender through e-Procurement system	XXXXXXXXXX 13:15 Hrs.
Tender Opening Date	XXXXXXXXXX 14:00 Hrs.

The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>.

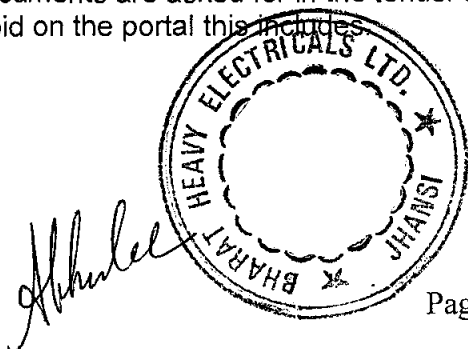
Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However Price Bid may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at 033-6601 1717 or BHEL representative, Mr. Shravan Kumar at 0510-2412387. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

The offer shall include-

1. Techno-commercial Bid: -

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **13:15 Hrs on the due date of Tender submission**. Please ensure to upload the scanned documents wherever original documents are asked for in the tender and is required as part of technical bid on the portal this includes



- a) 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 downloaded through e-procurement portal and the tenderer is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any. **Schedule-VI is to be clearly filled and ticked wherever asked for. The signed and stamped scanned copy of the whole tender document alongwith the duly filled Schedule-VI** is to be uploaded on e-procurement portal.

Please upload all the relevant document like Profit and Loss Statement, PO Copies, WPS/PQR which are asked for in the annexure A,B and C of Schedule-1. Also upload the NTPC approval copy of your firm for Fabrication of ESP Transformer Tank (NTPC).

2. Price Bid/ Reverse Auction: -

The Price Bid is to be filled through E-Tendering system only.

RA may be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Rules for reverse auction will be guided as per schedule-VII of the tender document.

Instruction for Participation in the Tender through e procurement.

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above

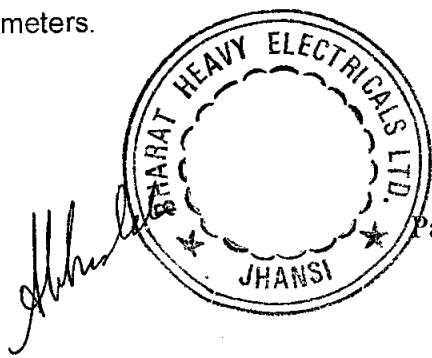
mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying authorities are given below

Sr. No	CA	Website Address
1	e-Mudhra	http://www.e-mudhra.com
2	GNFC	http://www.ncodesolutions.com
3	IDRBT	http://www.idrbtca.org.in
4	MTNLTrustline	http://www.mtnltrustline.com
5	NIC	http://www.nic.in
6	Safescrypt	http://www.safescrypt.com
7	TCS	http://www.tcs-ca.tcs.co.in

Registered vendors of BHEL, Jhansi may participate in the tender directly on BHEL, Jhansi e-Procurement portal at address <https://bheleps.buyjunction.in>.

1. 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.



Schedule -II

2. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the General terms & conditions of the contract as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

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 words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Name

Address

Email

(b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

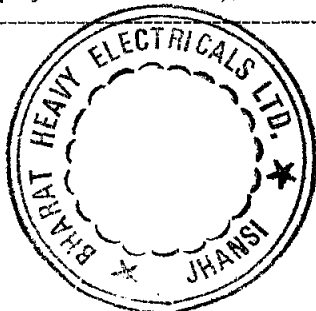
Note:

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

For all clarifications/ issues related to the tender, Please contact:

Name:	Abhishek (Sr.PO)	Moti Lal Ahirwar(DGM)
Deptt:	Material Management	Material Management
Address:	BHEL Jhansi	BHEL Jhansi
Phone: (Landline/ Mobile)	0510-241-2716	0510-241-2459
Email:	achoubey@bheljhs.co.in	mlahirwar@bheljhs.co.in
Fax:		

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 :

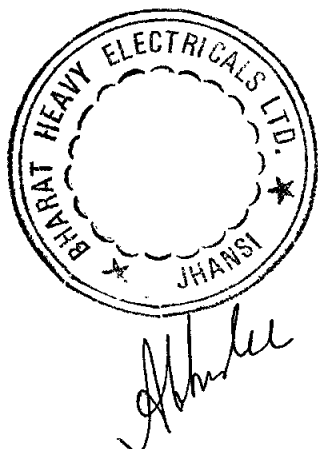
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Schedule-III

SALIENT TECHNICAL REQUIREMENTS

1- SCOPE OF WORK :-

- 1.1 The scope of work covered in this enquiry is fabrication of ESP Transformer Tank with Accessories (NTPC) as per BHEL Jhansi drgs. on fully finish basis using own material in all respects. The ESP Transformer Tank with Accessories (NTPC) shall be supplied in duly sand / shot blasted & painted condition. The ESP Transformer Tank with Accessories (NTPC) shall be inspected by BHEL / Third Party / NTPC.
 - 1.2 All material, consumables, facilities shall be arranged by the supplier. Paint film thickness test and any other test called in BHEL DRG shall be carried out by vendor. Hardwares, temporary fixtures, blanking plates, C clamps, helical inserts, gaskets etc. shall not be supplied by BHEL.
 - 1.3 Pre-machining of the items / components as per drawing is in supplier's scope.
 - 1.4 Supplier should ensure that the supplies are as per latest Drawings, DCAs, MIDs, QA Plans and other documents. The supplier should also ensure that latest revisions of these documents are collected by them from BHEL from time to time. They should obtain necessary certification about the latest revisions of drawings from our TRE / TRP division before commencing the work and also just before despatch. Efforts will be made to supply all possible documents by BHEL alongwith purchase order or in sequence from after issue of LOI/PO.
 - 1.5 All facilities required for fabrication & testing are to be arranged by the vendor themselves.
- 2- RAW MATERIAL: Use of only SAIL material shall be ensured for NTPC Jobs. Co-relation must be ensured for documents and material
 - 3- WPS & PQR including the welder performance and qualification test to be carried-out in line with the requirement of ASME SEC IX and deployment of qualified welders to be ensured.



Signature of Supplier :

Name :

Designation :

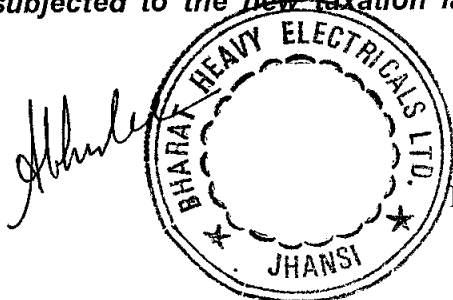
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Schedule-IV

COMMERCIAL TERMS & CONDITIONS

1. The rate contract shall be valid for ordering for two years from the date of finalization and supply upto 3 months thereafter.
2. The following Price Variation Claim shall be allowed over the quoted base price as per SCHEDULE VIII :-
 - a) For every 1 Rupee per Kg increase / decrease in JPC (Joint Plant Committee, Constituted by Govt. of India) market steel price (Retail) excluding ED & VAT of **10 mm plate** for Delhi, the basic fabrication rate will increase / decrease by Rs 1.20 per kg.
 - b) **The basic fabrication rate quoted in Schedule- VIII shall be based on the JPC market steel price (Retail) of Rs 33.86 per kg (excluding ED & VAT) for 10 mm plate derived from the JPC market steel price (Retail) declared in beginning of Dec-16 for Delhi. For detail calculation to derive JPC steel price excluding ED & VAT, refer schedule – VIII.**
 - c) JPC declares steel prices bi-monthly including ED & VAT. 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 steel price (Retail) excluding ED & VAT as per calculation placed at Schedule – VIII and the same shall be considered for full one month for calculating PVC.
 - d) JPC steel basic rate (Retail) excluding ED & VAT 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 which ever is lower, will be taken for the purpose of calculating price variation. For example, if Tank Assy. is supplied in the month of Sep-17 & PO delivery is Aug-17, rate applicable for the month of Aug-17 or Jul-17 respectively whichever is lower shall be taken for PVC Claim.
3. Rates shall be quoted duly considering the CENVAT/ Duty Benefit credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
4. The rates quoted shall be on FOR BHEL Jhansi basis. **Packing, Forwarding, Freight & insurance** from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.
5. Taxes & Duties shall be extra as applicable on the date of actual delivery. Tenderers 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 Jhansi 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 ED or "NIL" ED in the offer, his contract will be terminated. For increase in ED rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.

"All the terms & conditions of the contract with respect to Taxes & Duties are subjected to the new taxation laws introduced from time to time (e.g. GST). The



terms & conditions will be modified in accordance with the provision of new laws (e.g. GST)."

6. The validity of the quotation shall be for a period of minimum 120 days from tender opening date and further it will be extend for 120 days from the date of opening of Price Bid/Reverse Auction.

7. **Payment Terms** :- 100% payment after 60 days of receipt and clearance & acceptance of material (SRV Clearance) at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However this facility will be subject to availability of funds. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected.

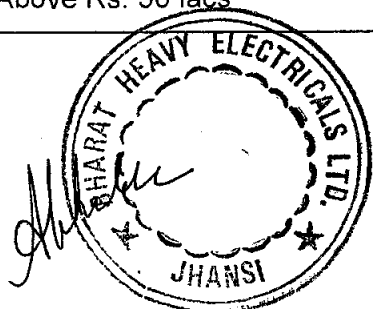
8. The rates quoted shall be on FOR BHEL Jhansi basis on per kg basis only. Freight & insurance from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.

9. **EXTRA CHARGES** : The following extra charges shall be payable to supplier, if the same is called in BHEL /NTPC drawings:

Sl	Description	Charges Payable
1	Radiators fitting charges (Radiators (if called in drawing) shall be free issued to party by BHEL).	1390 % of basic fabrication rate per ESP tank
2	Poly-urethane painting charges (in place of epoxy painting)	3% of basic fabrication rate
3	Vacuum test charges (on weight of one ESP Tank complete Assy	0.97 % of basic fabrication rate

10. **BG for issue of Radiators**: "The Radiators (if called in BHEL drawing) will be free issue material for welding the same in ESP tanks. These radiators will be issued against security bank guarantee (BG). In case of issue of radiators, please confirm that you will submit security bank guarantee of about 10% value (minimum Rs. 1 Lakh) of material as detailed below

I	PSL value of material issued	Value of BG
1	Upto Rs. 10 lacs	Rs. 1 lacs
2	Above Rs. 10 lacs & up to Rs. 50 lacs	Rs. 5 lacs
3	Above Rs. 50 lacs	Rs. 10 lacs



Schedule -IV

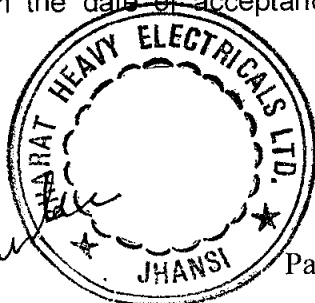
11. **Manner of Splitting:** Contract may be established with 'n-1' suppliers (where n is techno-commercially accepted vendors) limited to 03 suppliers for execution of this contract and quantity distribution among L1, L2 and L3 would be in the ratio (%) as shown in the below table based on L1 agreed rate.

No of vendors	L1	L2	L3	Total
1	100			100
2	67	33		100
3	50	33	17	100

Note: The loading under rate contract shall be generally as per quantities allocated to the bidder. However it will be subject to factors like (a) Suppliers delivery and quality performance during execution of rate contract and (c) Pendency of orders on the supplier. In view of above factors the loading during execution of rate contract may vary substantially with respect to allocated quantity. Performance of supplier shall be monitored and in case the delivery / quality performance is not up to the mark during execution, BHEL reserves the right to either reduce further loading or stop loading till the execution of over dues orders. In such cases the balance allocated full or part quantity of the defaulting vendors may at the discretion of the BHEL Jhansi be re-distributed to other performing and willing vendors of the rate contract)

The L1 rate will be counter offered to L-2 & L-3 Bidder for acceptance of L-1 rate. In case L-2 and / Or L-3 bidder do not accept our counter offer than further counter offering will be done till we have at least THREE sources. If no bidder accept the counter offer rate then the Total quantity will be sourced from L-1 bidder subject to quoted capacity.

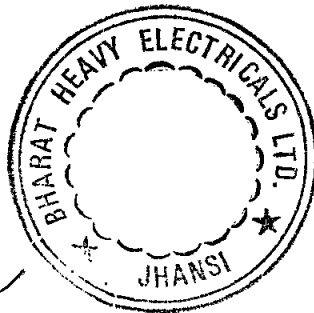
12. **Risk Purchase Clause:** If the material is not supplied within the stipulated time schedule, BHEL shall be within its right free to cancel the purchase order and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.
13. **LD Clause:** Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed portion only of order value unless mutually agreed otherwise. CISF date mentioned on SRV (Store Receipt Voucher) shall be considered as delivery date for LD Purpose.
14. **Guarantee Clause:** All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 24 months from the date of dispatch & 18 months from the date of acceptance of material at BHEL Jhansi works, whichever is earlier.



Schedule -IV

15. **Short Closure of Rate Contract:** BHEL reserves the right to short close the Framework agreement/ rate contract before its expiry at its sole discretion
16. **Inspection:** Inspection of tanks may be carried out by BHEL or / and NTPC at supplier works during manufacturing stage/before despatch. Supplier has to give 1 week advance intimation to BHEL for timely deputation of BHEL/NTPC Inspector. In case pre-despatch Inspection is not carried out, Inspection shall be done by BHEL/ NTPC after receipt of material at BHEL Jhansi.
17. **Fraud prevention policy:** The Bidder along with its associate/ collaborators/ sub-contractors/ 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.
18. Bharat Heavy Electricals Ltd does not bind itself to accept the lowest of any tender, but reserves to itself, the right to accept or reject all or a part of any tender at its discretion following BHEL purchase policy & Government guidelines.
19. 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
20. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.

Signature of Supplier :
Name :
Designation :
Seal :



[Handwritten signature]

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. CONSIGNEE :-

Unless otherwise mentioned, all goods shall be consigned as noted below:

- I. Incharge (CRX)
- II. Central Receiving Section,
- III. Factory Main Stores,
- IV. Bharat Heavy Electricals Ltd.,
- V. JHANSI - 284129

3. DOCUMENTATION :-

The supplier shall forward 3 sets of the documents as detailed below:

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

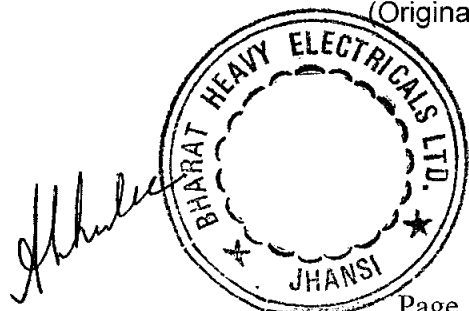
- I. Invoice - 1 Copy
- II. Challan/Dispatch Advice Note - 1 Copy
- III. Guarantee Certificate - 1 Copy
- IV. Test Certificate - 1 Copy
- V. Excise Duty Gate Pass - 1 Copy
- VI. Material accounting statement (for free issue material). If no material is issued by BHEL, then the statement should indicate "NIL"

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

- (i) Challan/Despatch Advice Note - 1 Copy
- (ii) Duplicate for Transporters copy - 1 Copy
(2nd Original) of Excise Duty Gate Pass
- (iii) Guarantee Certificate - 3 Copies
- (iv) Test Certificate - 3 Copies

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

- (i) Signed Invoice - 2 Copies
 - (ii) Challan/Despatch Advice Note - 1 Copy
 - (iii) Excise Duty Gate Pass - 1 Copy
- (Original for Buyer)



Schedule- V

4. 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 :-
- ii. Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.
- iii. 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.

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

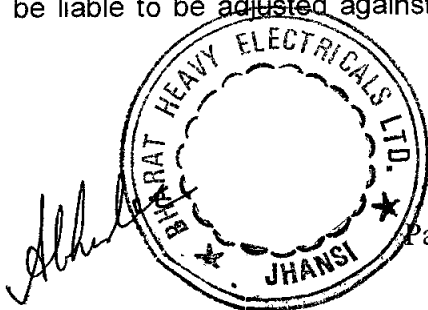
5. INDEMNITY :-

Supplier shall indemnify BHEL against the following :-

- a. 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.
- b. 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.
- c. All claims for injury to the supplier's employees or agents employees whilst on BHEL's premises.

6. **SUB-CONTRACT** :- The purchase order or any part thereof must not be sub-contracted by supplier without BHEL's written consent.

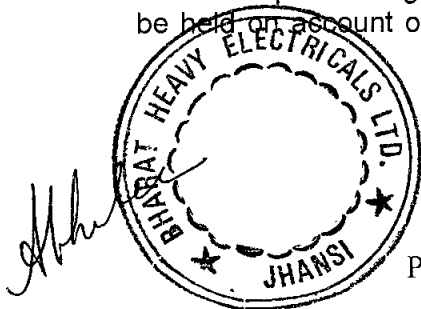
7. **ADJUSTMENT OF RECOVERY OF AMOUNT PAYABLE BY THE SUPPLIER:** - Any amount payable by the consignor / supplier under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the consignor/supplier under



any other order/works contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.

8. **ARBITRATION** :- Except where otherwise provided for in the contract any dispute relating to the meaning of, drawings and instructions, herein before mentioned and as to the quality of workmanship or materials, used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the work, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment there of shall be referred to the sole arbitration of the Executive Director/General Manager BHARAT HEAVY ELECTRICALS LIMITED, JHANSI, and if the Executive Director / General Manager is unable or unwilling to act, then to the sole arbitration of some of other person appointed by ED/GM willing to act as such arbitrator.

- i. There will be no objection if the arbitrator so appointed is an employee of BHARAT HEAVY ELECTRICALS LIMITED and even if the contract relates and in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the term of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also a term of this contract that any other person appointed by such
- ii. Executive Director / General Manager as aforesaid only should act as arbitrator and if for any reason, that is not possible the matter is not to be referred to arbitration at all. In cases, where the amount of the claim in dispute is s 50,000/- (Rupees Fifty Thousand) and above the arbitrator shall give reasons for the award.
- iii. Subject as aforesaid the provision of the Arbitration and Conciliation Act of 1996 or any statutory or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- iv. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect to each such disputes. The arbitrator(s) may from time to time and with consent of the parties enlarge the time for making and publishing the award.
- v. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be held on account of such proceedings. The arbitrator shall be deemed to



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bhelihs.co.in

Schedule -V

have entered on the reference on the date he issues notices to both the parties fixing the date of the

first hearings. The arbitrator shall give a separate award in respect of each dispute or difference to him.

- vi. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding to all parties.

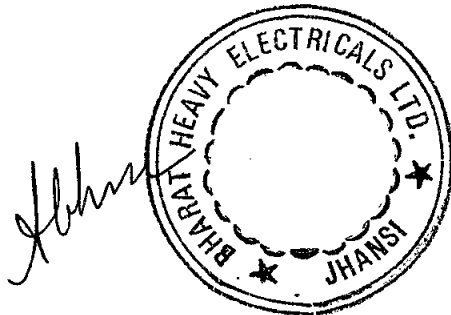
9. Wherever purchase order stipulates payments on the basis of weight of the supplies, the order will specify the design weight. In case of change in design during execution of the order, the corresponding change in weight will be incorporated in the purchase order simultaneously. Payment will be made against such orders, only on the basis of actual weight incorporated in the order.
10. Terms & conditions pre-printed on the reverse of our Tender Enquiry shall also be applicable.
11. **JURISDICTION**:-All suits or any matters arising out of the P.Os based on the rate contract shall lie in Jhansi Courts only.
12. **WEIGHT VARIATION** : 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, payment will be made against such orders, only on the basis of actual weight limited to +/- 5% of weight variation. If the weight variation is more than (+) 5 %, matter may be referred to Design department and it will be discretion of BHEL for any change/ payment more than +5% variation.

Signature of Supplier :

Name :

Designation :

Seal :



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bheljhs.co.in

Schedule- VI

TECHNO COMMERCIAL BID (PART-A)

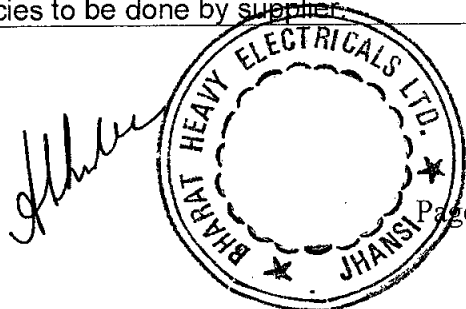
(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

SUPPLIER'S NAME:

SUPPLIER'S ADDRESS:

TECHNICAL PART

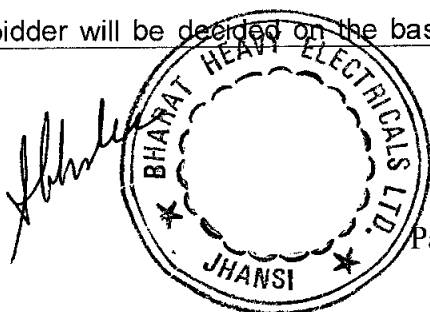
Sl	Description	Supplier Response
A	RAW MATERIAL: Use of only SAIL material shall be ensured for NTPC Jobs. Co -relation must be ensured for documents and material used.	Accepted / Not accepted
B	Scope of Work :-	
B1	Fabrication of ESP Transformer Tank with Accessories (NTPC) is to be carried out as per the latest drawings/MID'S / DCA'S to be obtained from BHEL during the course of manufacturing.	Accepted / Not accepted
B2	WPS, PQR & Welder Performance/ Qualification test to be carried out in line with the requirement of ASME-IX and deployment of qualified welders only.	Accepted / Not accepted
C	Workmanship :-	
C1	The Fabrication of ESP Transformer Tank with Accessories (NTPC) 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 drgs. / 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 ground 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	Inspection Requirement	
D1	Supplier to follow NTPC approved Quality assurance plan during manufacturing and testing.	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 / NTPC as per job requirement / QA plan. All co-ordination with inspection agencies to be done by supplier.	Accepted / Not accepted



E. COMMERCIAL PART:

Schedule -VI

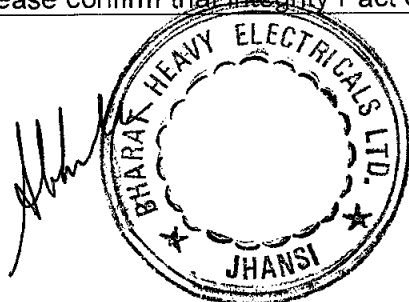
SI	Description	Supplier Response
E.1	Capacity reserved per month for BHEL Jhansi exclusive for this tender enquiry. (Vendor must have spare capacity to supply 20 nos. / 11.20 MT or more ESP Tanks per month under this contract.)	 MT Per month
E.2	Capacity reserved per annum for BHEL Jhansi exclusive for this tender enquiry.	 MT Per annum
E.3	Present rate of Excise duty	%
E.4	Present rate of VAT / CST (whichever is applicable)	%
E.5	Validity of the rate contract shall be TWO year from the date of finalization for ordering & 3 months thereafter for supply.	Accepted / Not accepted
E.6	Price variation clause shall be as per para 2 of schedule -IV	Accepted / Not accepted
E.7	Taxes and duties shall be extra as applicable on the date of actual delivery. "All the terms & conditions of the contract with respect to Taxes & Duties are subjected to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provision of new laws (e.g. GST)."	Accepted / Not accepted
E.8	Penalty clause as well as other conditions given in general Terms & conditions (schedule V) and standard Enquiry terms & conditions are acceptable to us.	Accepted / Not accepted
E.9	Rates quoted in the price bid are on F.O.R. Jhansi basis	Accepted / Not accepted
E.10	Validity of the rates quoted is 120 days from the date of opening of price bid.	Accepted / Not accepted
E.11	The delivery shall be 6 weeks for Fabrication of ESP Transformer Tank with Accessories after issue of PO / LOI or providing approved drawings/ QAP with endorsement sheet..	Accepted / Not accepted
E.12	100% payment after 60 days of receipt and acceptance of material at BHEL'S works (not applicable for suppliers availing HDFC / SIDBI discounting facility / MSMED) & other condition given at clause 11 & 12 of schedule IV are acceptable to us.	Accepted / Not accepted
E.13	Rates is to be quoted fully finish basis including painting and other relevant operations.	Accepted / Not accepted
E.14	L1 bidder will be decided on the basis of (basic Fabrication	Accepted / Not accepted



	rate + ED + CST / VAT + Any other Taxes, if any, - Cenvat benefit – Input Tax Credit).	Schedule -VI
E.15	One single rate alone has been quoted with price Bid (Part B of offer) which is totally unlinked with quantity or any other condition not included in BHEL terms & condition	Accepted / Not accepted
E.16	Radiators (if called in Purchase order) will be issued on availability of suitable Bank Guarantee. Please furnish your acceptance to submit Bank Guarantee as per clause 10 schedule IV	Accepted / Not accepted
E.17	We may finalize rate contract on the basis of rate obtained through Reverse Auction.	Accepted / Not accepted
E.18	In case of Reverse Auction, Please confirm that you will participate in reverse auction. (Non acceptance to this clause may liable to rejection your offer). <i>Bidders to submit online sealed bid less than or equal to Online sealed price bid filled in the e procurement portal while submitting the offer already submitted to BHEL</i>	Accepted / Not accepted

F. GENERAL PART.

F.1	In general, no material will be issued from BHEL and supplier has to quote on finish basis considering own material..	Accepted / Not accepted
F.2	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
F.3	Facilities such as testing, machining will not be provided by BHEL, the same shall be arrange by supplier.	Accepted / Not accepted
F.4	No Tools / Jigs / Fixtures / Gauges will be issued by BHEL.	Accepted / Not accepted
F.5	Only calibrated instruments and gauges will be used.	Accepted / Not accepted
F.6	All inside / outside threads are to be duly protected with suitable means before shot blasting / paint applications.	Accepted/ Not accepted
F.7	Colour fading, if any, observed during course of time to be attended by the supplier.	Accepted / Not accepted
F.8	Supplier has to collect Drawings and MID's from TRE/TRP on intimation by BHEL and take necessary material procurement/ manufacturing action as required.	Accepted / Not accepted
F.9	If vendor does not fulfill the criteria at E9, the offer shall be bypassed.	Accepted / Not accepted
F.10	Please confirm that integrity Pact duly signed is attached.	Yes



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

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Schedule -VI

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

F15. Person to be contacted :

F16. Telephone No :

F17. Fax No :
.....

F18 E mail Id :

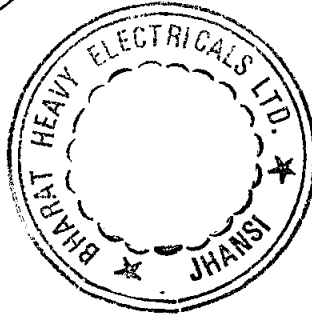
Signature of Supplier :

Name :

Designation :

Seal :

(Handwritten Signature)

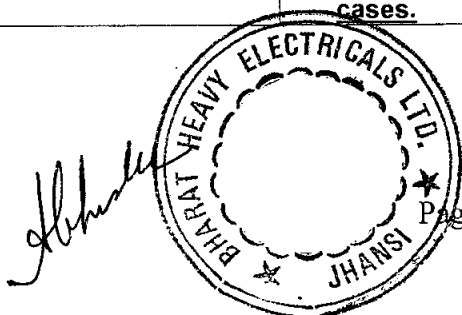


Schedule - VII

Business Rule of Reverse Auction for the procurement of ESP Transformer tanks for NTPC projects on Finish basis as per the agreed Technical Specification against the

Tender No. E3569015 DTD 24.11.2016

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: M L Ahirwar, DGM/MM - Phone: 0510-2412459 - Email: mlahirwar@bheljhs.co.in And - Contact person name: Abhishek, Sr PO/MM - Phone: 0510-2412716 - Email: achoubey@bheljhs.co.in
Auction to be conducted by	Name of Service Provider: M/s BOB eProcure Solutions Pvt. Ltd - Full postal address : #4, 100 ft Ring Road, BTM Stage 1, Phase 1, Bangalore-5600 - Fax: 080-4200 1251 / 4900 0211 - Phone: 080-4900 0213/49000212 - Contact person name: Ms R Marita/ Mr G Chaitanya - Phone: 9739490066/ 9902376044 - Email: marita.ravi@bobeprocure.com/ chaitanya.gavara@bobeprocure.com -Website: www.bobeprocure.com -URL : http://bhel.bobeprocure.in
Date of Auction	Date of Auction : - Online sealed bid auction time: 14.00 Hrs to 14.30 Hrs - Online reverse auction time: 15.00 Hrs to 15.00 Hrs - Online auction website:
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) Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL. 2) Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the BOB eProcure Solutions Pvt. Ltd nor BHEL will be responsible for any lapses / failure on the part of the vendor, in such cases.



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

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Schedule -VII

Annexure – I

Business Rules for Reverse Auction

This has reference to tender no **E3569015** datedXXXXXX. BHEL may finalise the Rates for the supply of ESP Transformer tanks for NTPC projects on finish basis through Reverse Auction mode. BHEL has made arrangement with M/s. BOB eProcure Solutions Pvt. Ltd, who shall be BHEL's authorized M/s BOB eProcure Solutions Pvt. Ltd 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. E3569015 dated 24.11.2016, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

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).

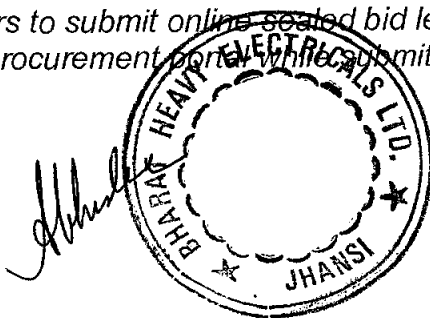
The bidders have to necessarily submit online sealed bid less than or equal to their Online sealed price bid filled in the e procurement portal while submitting the offer, already submitted to BHEL along with the offer.

The Online sealed price bid filled in the e procurement portal while submitting the offer 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 & Online sealed price bid filled in the e procurement portal while submitting the offer) thus obtained. The bidder having submitted this offer should specifically agree 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).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to Online sealed price bid filled in the e procurement portal while submitting the offer already submitted to BHEL"



E3559015

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bheljhs.co.in

Schedule -VII**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**

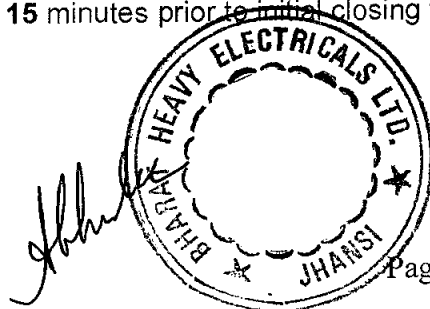
- Online Reverse Auction:-

- **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.

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. BOB eProcure Solutions Pvt. Ltd with a copy to BHEL within **15** minutes prior to initial closing time of Online Reverse Auction.



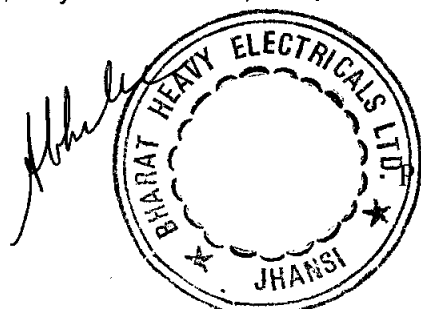
E3559015

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Schedule -VII

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 E3569015
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 **90 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. *BOB eProcure Solutions Pvt. Ltd.*
Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. *BOB eProcure Solutions Pvt. Ltd.* 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 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. *BOB eProcure Solutions Pvt. Ltd.*), 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.



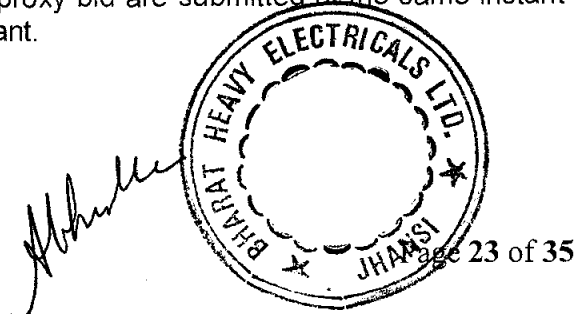
Schedule -VII

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. BOB eProcure Solutions Pvt. Ltd, 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. BOB eProcure Solutions Pvt. Ltd is responsible for such eventualities.

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.



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

56

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bheljhs.co.in

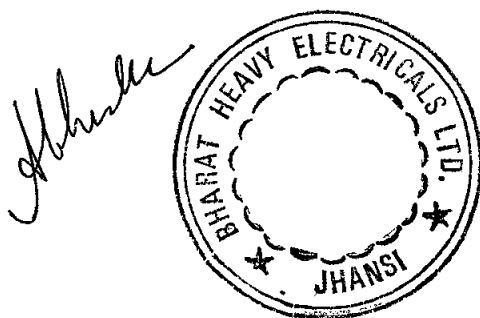
Schedule -VII

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. *BOB eProcure Solutions Pvt. Ltd.*
14. M/s. *BOB eProcure Solutions Pvt. Ltd.* shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. *BOB eProcure Solutions Pvt. Ltd.* 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. *BOB eProcure Solutions Pvt. Ltd.* 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).
17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. E3569015 dt. 24.11.2016. 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).
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. *BOB eProcure Solutions Pvt. Ltd*, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ BOB eProcure Solutions Pvt. Ltd (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), shall be initiated by BHEL.



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

डाकघर: भेल,झाँसी पिनकोड 284120 उ.प्र. फोन:0510-2412716, ई-मेल achoubey@bheljhs.co.in

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. {BOB eProcure Solutions Pvt. Ltd
#4, 100 ft Ring Road,
BTM Stage 1, Phase 1, Bangalore-5600

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.E3569015 dtd. 24.11.2016

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. BOB eProcure Solutions Pvt. Ltd.
- 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.....

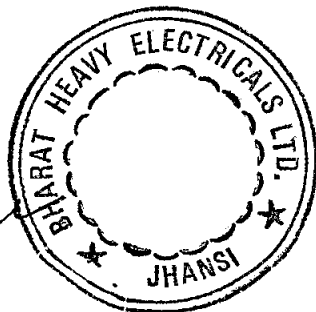
Name –.....

Company / Organization.....

Designation within Company / Organization.....

Address of Company / Organization.....

- Sign this document and FAX/ email it to M/s. BOB eProcure Solutions Pvt. Ltd at **080-4200 1251 / 4900 0211** or marita.ravi@bobeprocure.com/ chaitanya.gavara@bobeprocure.com prior to start of the Event.



E3559015

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(भारत सरकार का उपक्रम)

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डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bheljhs.co.in

Schedule -VII

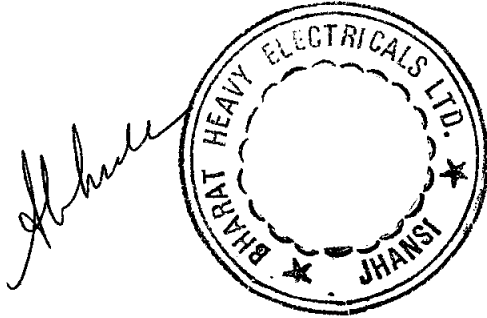
Annexure – V

Details of item (s) for Reverse Auction

Procurement of ESP Transformer tanks for NTPC projects on Finish basis against Tender Enquiry No. E3569015 dated 24.11.2016

Item no	Description of items	Qty in set	Qty in Kgs
1	ESP Transformer tanks for NTPC projects on finish basis as per tender enquiry E3569015	1000 set ±30%	560000 Kgs ±30%

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.



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bheljhs.co.in

Schedule -VII

Annexure – VI

RA price confirmation and breakup

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

To

- M/s. {BOB eProcure Solutions Pvt. Ltd
#4, 100 ft Ring Road,
BTM Stage 1, Phase 1, Bangalore-5600

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. E3569015 dt.24.11.2016

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 90 day (in words Ninety 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,

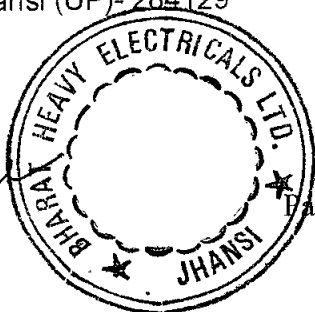
For _____

Name:.....

Company:.....

Date:.....

CC: The Dy General Manager(MM)
M/s BHEL Jhansi (UP)- 284129



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

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डाकघर: भेल,झाँसी पिनकोड 284120 उ.प्र. फोन:0510-2412716, ई-मेल achoubey@bheljhs.co.in

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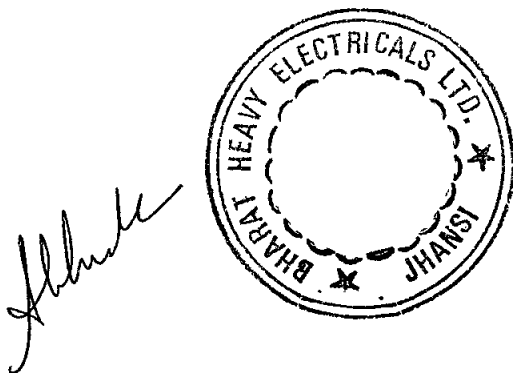
Schedule - VIII

CALCULATION TO DERIVE JPC PRICE EXCLUDING ED & VAT
OF 10 MM PLATE FOR DELHI

- (a)- JPC market steel price (retail) declared =Rs. 40.00 per kg (JPC rate enclosed)
in beginning of Dec-2016 for Delhi including Excise Duty & VAT
- (b)- Present rate of Excise Duty =@ 12.5 %
- (c)- Present rate of VAT for Delhi =@ 5 %
- (d)- Therefore JPC price excluding ED & VAT = JPC price (retail) for Delhi including ED & VAT
(1.125 x 1.05)

$$= \frac{40.00}{(1.125 \times 1.05)}$$

$$= \text{Rs } 33.86 \text{ per kg}$$



E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bheljhs.co.in



ज्वाइन्ट प्लान्ट कमिटी
(भारत सरकार द्वारा गठित)
JOINT PLANT COMMITTEE
(Constituted by Govt. of India)
An ISO 9001 : 2008 Certified Organisation

Schedule -VIII
E3559015

DATE : 05TH DECEMBER 2016

JPC MARKET PRICE (RETAIL) AS ON 01-DEC-2016

Rs. per tonne

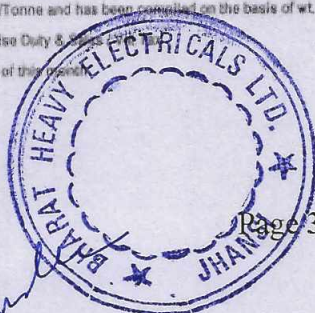
Sl.	ITEM	Kolkata	Delhi	Mumbai	Chennai
1	PIG IRON	26784	30000	28000	18375
2	BILLETS 100 MM	28700	27400	27500	30798
3	BLOOMS 150X150 MM	27900	27922	28900	28825
4	PENCIL INGOTS	26375	25300	26794	27300
5	WIRE RODS 6 MM	34871	34783	42799	38675
6	WIRE RODS 8 MM	34871	34783	42525	38850
7	ROUNDS 12 MM	32744	34054	35572	33969
8	ROUNDS 16 MM	30167	34054	36069	33969
9	ROUNDS 25 MM	30140	34027	38055	33940
10	TMT 10 MM	31957	34874	33751	35891
11	TMT 12 MM	31707	34340	33540	35891
12	TMT 25 MM	30875	34004	33696	35451
13	ANGLES 50X50X6 MM	34060	32881	34560	35011
14	ANGLES 75X75X6 MM	34541	32881	34503	34842
15	JOISTS 125X70 MM	34272	34323	41738	33863
16	JOISTS 200X100 MM	34239	34823	35065	35722
17	CHANNELS 75X40 MM	35696	32666	34972	35254
18	CHANNELS 150X75 MM	36215	32773	35779	35367
19	PLATES 6 MM	33600	40000	39375	41738
20	PLATES 10 MM	37050	40000	39900	42263
21	PLATES 12 MM	37300	40000	39900	42788
22	PLATES 25 MM	37650	40000	38325	42788
23	H. R. COILS 2.00 MM	39600	41000	40163	43575
24	H. R. COILS 2.50 MM	38933	40500	39900	42525
25	H. R. COILS 3.15 MM	38600	40500	40032	43050
26	C. R. COILS 0.63 MM	48250	46000	44363	47775
27	C. R. COILS 1.00 MM	47000	45000	44888	46988
28	G. P. SHEETS 0.40 MM	54500	53000	47250	61163
29	G. P. SHEETS 0.63 MM	52500	51000	47513	61950
30	G. C. SHEETS 0.40 MM	55000	52000	47250	60638
31	G. C. SHEETS 0.63 MM	53000	50000	47513	60900
32	MELTING SCRAP H M S - I	18750	18500	22363	19425
33	MELTING SCRAP H M S - II	18000	18000	20763	18060
34	SPONGE IRON (COAL BASED)	15300	17000	19300	17325

NOTE: 1) All prices are in Rs./Tonne and has been compiled on the basis of wt. average of Main & Others producers' price.

2) Prices are inclusive of Excise Duty & ...

3) All prices are as on day 01 of this month.

4) Prices are indicative.



रंजन कुमार पाद्री
Ranjan Kumar Padhy
स्वयं (डाटा क्लर्क एवं एक्सीक्यूटिव स्टॉफ)
Manager (DB & AG)
ज्वाइन्ट प्लान्ट कमिटी
Joint Plant Committee
52/1A, बालीगंज सर्कुलर रोड
कोलकाता-700 019
52/1A, Ballygunge Circular Road
Kolkata-700 019

BHEL AA:MM:IP:R01 dtd 1.4.2010

SCHEDULE-IX
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.
- 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



Handwritten signature

/ 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.

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.

E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-मेल achoubey@bheljhs.co.in

Schedule - IX

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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

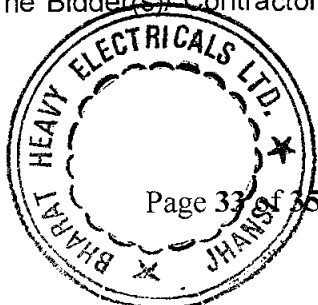
- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract 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.
- 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



Schedule - IX

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,

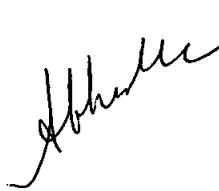
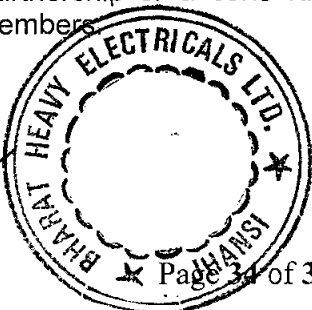
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate 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.

E3559015

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उ.प्र. फोन: 0510-2412716, ई-

Schedule - IX

- 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.
- 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	Address	Contact No.
Shri D.R.S. Chaudhary, IAS (Retd)	Flat No. L-202 & L-203 (1 st Floor) Ansal Lake View enclave Shamla Hills, Bhopal (M.P.)	Phone +91 755 4050495 dilip.chaudhary@icloud.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.

(Abhishek)

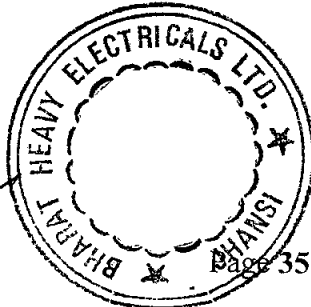
Sr. Engineer / MM

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

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

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

Place : _____ Place : _____
Date : _____ Date : _____
Witness 1 : _____ Witness 2 : _____
(Name & Address) : _____ (Name & Address) : _____





BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
MATERIALS MANAGEMENT (MM) , JHANSI - 284129

TENDER ENQUIRY NO: E3559015

DATE: 12.09.2016

ANNEXURE A TO SCHEDULE I

All requirements should be mandatorily filled, relevant documentation enclosed, and every page should be signed and stamped by the bidder.

QUALIFYING REQUIREMENTS FOR THE BIDDERS

SI	Description of Qualifying requirement	Copy encl.										
1.	Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 46.62 lakhs approx. The bidder to fill the turnover details as per the format given below: <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 40%;">Financial Year</th><th style="width: 60%;">To be filled by Bidder Turnover (lakhs)</th></tr></thead><tbody><tr><td style="text-align: center;">2015-16</td><td></td></tr><tr><td style="text-align: center;">2014-15</td><td></td></tr><tr><td style="text-align: center;">2013-14</td><td></td></tr></tbody></table>	Financial Year	To be filled by Bidder Turnover (lakhs)	2015-16		2014-15		2013-14				
Financial Year	To be filled by Bidder Turnover (lakhs)											
2015-16												
2014-15												
2013-14												
	<i>As evidence of the above information, bidder to attach Audited Balance sheet including Profit & Loss Statement of last three financial years. In case the Balance Sheet of the last financial year is not yet audited, the un- audited balance sheet of the last financial year can be enclosed along with certificate of CA.</i>	Yes	No									
2	Work Experience The bidder must have successfully completed at least 75 sets and 42MT of similar jobs during last Two years (ending last day of month previous to the one in which applications are invited). Similar Jobs means - ESP Transformers Tanks / ACEMU Tanks / Single phase Freight loco trfr Tanks / Distribution Transformers Tanks (210KVA and above). The bidder to mandatorily fill the details of experience as per Annexure A1 to Schedule I, enclose the same, and the summary to be filled by bidder should be as under: <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 55%;">Similar Jobs executed in last three years (ending last day of month previous to the one in which applications are invited).</th><th colspan="2" style="width: 45%;">To be filled by Bidder</th></tr><tr><th></th><th style="width: 30%;">No of jobs</th><th style="width: 25%;">Tonnage (MT)</th></tr></thead><tbody><tr><td style="text-align: center;">Total tonnage executed</td><td></td><td></td></tr></tbody></table>	Similar Jobs executed in last three years (ending last day of month previous to the one in which applications are invited).	To be filled by Bidder			No of jobs	Tonnage (MT)	Total tonnage executed				
Similar Jobs executed in last three years (ending last day of month previous to the one in which applications are invited).	To be filled by Bidder											
	No of jobs	Tonnage (MT)										
Total tonnage executed												
	<i>As evidence of the above information, the bidder to attach the documentary proof as below :</i> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 20%;">Supplies made to</th><th style="width: 40%;">Documentary Proof to be attached</th><th style="width: 40%;">Bidder to Tick '✓' whichever is applicable</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr></tbody></table>	Supplies made to	Documentary Proof to be attached	Bidder to Tick '✓' whichever is applicable				Yes	No			
Supplies made to	Documentary Proof to be attached	Bidder to Tick '✓' whichever is applicable										



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
MATERIALS MANAGEMENT (MM) , JHANSI - 284129

TENDER ENQUIRY NO: E3559015

DATE: 12.09.2016

ANNEXURE A TO SCHEDULE I

All requirements should be mandatorily filled, relevant documentation enclosed, and every page should be signed and stamped by the bidder.

SI	Description of Qualifying requirement			Copy encl.	
	BHEL, Jhansi or BHEL, Bhopal or other Units of BHEL	Purchase Order Copies to be submitted			
	Other PSUs / Govt Undertakings	Copy of Performance certificate & Purchase Order issued by Customer for successful execution of the jobs to be submitted			
	Private Sector	Copy of Performance certificate, Purchase Order and relevant Excise Tax Invoice / TDS certificate must be attached.			
3	The bidders must be approved with NTPC for supply of ESP Transformers tanks. In case bidder is not approved with NTPC as on tender opening date then bidders have to furnish the NTPC approval before opening of price bid			Yes	No
4	Proforma for Compliance to Mandatory Resource Requirements as per Annexure B to Schedule I along with the necessary documentary proof (wherever called for) to be mandatorily filled and submitted.			Yes	No
5	Proforma for Compliance to Desirable Resource Requirements as per Annexure C to Schedule I to be mandatorily filled and submitted				
6	Self Certificate/Declaration (as per Annexure A2 to Schedule I) that (a) the bidder is not suspended by BHEL Jhansi or any Unit/Office of BHEL or any other organization, and (b) the bidder not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.			Yes	No
7	PAN Number of Supplier			Yes	No
8	TIN No of Supplier			Yes	No
9	Part I (Techno - Commercial Bid) & Part II (Price Bid)			Yes	No

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 mandatory criteria on Financial Turnover, Experience & Mandatory Resource requirements.

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

TENDER ENQUIRY NO: E3559015

DATE: 12.09.2016

'Job' means a single descriptive Purchase Order item for which an order has been placed. Sum of different items of a Purchase Order will not constitute a 'Job'.

Experience in Similar Jobs (ESP Transformers Tanks / ACEMU Tanks / Single phase Freight loco trfr Tanks / Distribution Transformers Tanks (210KVA and above))									
Sl	Description	Customer	BHEL / GOVT / PSU / PRIVATE	PO No	PO Dt	PO Qty.	Weight Per job (MT)	PO Completion date	Whether Proof of completion enclosed
1									Yes No
2									Yes No
3									Yes No
4									Yes No
5									Yes No
6									Yes No
7									Yes No
8									Yes No
9									Yes No
10									Yes No

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ANNEXURE A1 TO SCHEDULE I

TENDER ENQUIRY NO: E3559015

DATE: 12.09.2016

'Job' means a single descriptive Purchase Order item for which an order has been placed. Sum of different items of a Purchase Order will not constitute a 'Job'.

Experience in Similar Jobs (ESP Transformers Tanks / AGEMU Tanks / Single phase Freight loco trfr Tanks / Distribution Transformers Tanks (210KVA and above))									
Sl	Description	Customer	BHEL/ GOVT PSU/ PRIVATE	PO No	PO Dt	PO Qty	Weight Per Job (MT)	PO Completion date	Whether Proof of completion enclosed
11									Yes No
12									Yes No
13									Yes No
14									Yes No
15									Yes No
16									Yes No
17									Yes No
18									Yes No
19									Yes No
20									Yes No
TOTAL									

We agree that our bid is liable to be rejected in case of incomplete data / false declarations.

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

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ANNEXURE A2 TO SCHEDULE I

TENDER ENQUIRY NO. E3559015

Date :

Self Declaration

1. I / We have never been found guilty by a court of law in India for any crimes of fraud, dishonesty or moral turpitude
2. I / We have never been suspended by BHEL Jhansi or any Unit/Office of BHEL or any other organization.
3. I / We undertake to abide by all statutory and regulatory requirements while carrying out jobs for BHEL Jhansi.

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

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BHARAT HEAVY ELECTRICALS LIMITED
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MATERIALS MANAGEMENT (MM) , JHANSI - 284129

TENDER ENQUIRY NO: E3559015

DATE: 12.09.2016

ANNEXURE B TO SCHEDULE I

PROFORMA FOR COMPLIANCE TO MANDATORY RESOURCE REQUIREMENTS

All requirements should be mandatorily filled, relevant documentation enclosed, and every page should be signed and stamped by the bidder.

QUALIFYING REQUIREMENTS FOR THE BIDDERS

Sl	Requirements	To be filled in by Bidder			
A	General				
1	Covered Shed with concrete floor for assembly and fabrication (Minimum area 150 sq.m)	Available Area (sqm)			
2	Surface plate (perfectly levelled)	Whether Available?			
		Yes/No			
B	Manpower				
3	Minimum ONE Qualified Welders as per ASME section IX or AWS D 1.1. for MS to MS Welding - SMAW / GMAW / FCAW (Necessary qualification certificates to be submitted)				
	Name	Experience (yrs)	WPS	PQR	
4	Fitter (Minimum one required)	Number Available			
5	Technical staff for reading and understanding the technical documents & inspection of jobs (Min. one employee with ITI or Diploma in Engg)	Name			
		Qualification(s)			
C	Working Facilities				
6	Welding Machines (SMAW / GMAW / FCAW) - Minimum TWO number	Make			
		Rating (KVA)			
		Number Available			
7	Portable Hand Grinding Machines (Minimum TWO number)	Number Available			
8	Drilling machine (Minimum ONE number)	Number Available			
		Drill size			

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MATERIALS MANAGEMENT (MM) , JHANSI - 284129

TENDER ENQUIRY NO: E3559015

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ANNEXURE B TO SCHEDULE I

PROFORMA FOR COMPLIANCE TO MANDATORY RESOURCE REQUIREMENTS

All requirements should be mandatorily filled, relevant documentation enclosed, and every page should be signed and stamped by the bidder.

Sl	Requirements	To be filled in by Bidder		
9	Separate painting booth	Whether Available?		
		Size in Meters ²		
F	Instruments			
10	Compressor & gauge with complete arrangement to conduct pressure test	Whether Available?		
11	Vacuum test facilities	Whether Available?		
12	Paint thickness measuring instrument (Measurement range between 0 - 200 microns.)	Range (upto __ microns)		
13	Micro meter (minimum ONE number)	Range		
14	Tread Gauge (minimum ONE number)	Range		
15	Vernier Callipers (Calibration from Government accredited agency)	Number Available		
		Range		
		Whether Calibrated	Yes	No
16	Measuring Tape (Calibration from Government accredited agency)	Number Available		
		Size (mm)		
		Whether Calibrated	Yes	No

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 mandatory criteria on Financial Turnover, Experience & Mandatory Resource requirements.

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



BHARAT HEAVY ELECTRICALS LIMITED
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TENDER ENQUIRY NO: E3559015

DATE: 12.09.2016

ANNEXURE C TO SCHEDULE I

PROFORMA FOR COMPLIANCE TO DESIRABLE RESOURCE REQUIREMENTS

All requirements should be mandatorily filled and every page should be signed and stamped by the bidder. Wherever information is sought regarding availability of a facility, strike off whichever is not applicable ' Available / Not Available.' If the facility is outsourced, mention 'OS'.

Sl	Requirements	To be filled in by Bidder		
A	General			
1	Office for storing and referring the documents	Available Area (sqm)		
2	Levelled Bed Plates	Whether Available?		
		Yes/No		
B	Manpower			
3	Organization Structure (to be submitted)			
C	Working Facilities			
4	Cutting /sheering facilities	Whether Available ?	Available	OS
5	Bending facilities	Whether Available ?	Available	OS
6	Rolling machine for rolling	Whether Available ?	Available	OS
7	Shot Blasting Set up of suitable size	Whether Available ?	Available	OS
E	Other features			
8	Power backup	Whether Available ?	Available	Not Available
9	Availability of ISO Certificate	Whether Available ?	Available	Not Available
10	From where is the raw material like Steel Plates sourced.	Indicate the probable sources		

Our offer is liable to be rejected in case we have not filled / not marked / left blanks in the above criteria.

Date:

(Signature of Supplier
with Name, Designation and Seal)