

**E3509004**

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-2412716, ई-मेल kur.raj@bhel.co.in

**क्रय इन्वचारी सं. E3509004****Tender Document**
**RATE CONTRACT FOR TWO YEARS FOR FABRICATION OF DRY TYPE  
TRANSFORMER ENCLOSURE ASSEMBLY ON FINISH BASIS**

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(24)

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**SCHEDULE-I****Qualifying Criteria and Quantities covered by the Rate Contract****Qualifying Criteria****Pre-Qualifying Requirement for Procurement "Enclosure Assembly". – E 3509004.....**

Sl. No.	REQUIREMENT	Bidder's Response										
1	Bidders should be the Manufacturer of "Steel fabrication". Bidders to provide Self Undertaking on their Letter Head that they are capable of executing the job under captioned enquiry.	<input type="checkbox"/> Yes  <input type="checkbox"/> Submitted										
2A	<p><b>Annual average financial turnover</b> in past three financial years ending on 31<sup>st</sup> March of previous financial year, where in bidder(s) attach copy of balance sheet including profit and loss statement of last three financial years, audited by CA. In the case of balance sheet of last financial year is not yet audited, the un-audited balance sheet of last financial can be enclosed along with certificate of CA.</p> <p>Bidders not having statutory obligations to get Financial statement audited must submit following documents as evidence for Turnover: Complete submitted ITR with all annexures as filled online as proof to verify turnover. OR (ii) A certificate from CA duly vetting the turnover. OR (iii) Audited Balance Sheet &amp; Profit and Loss Statement.</p> <table><tr><td>FY→</td><td>2017-18</td><td>2018-19</td><td>2019-20</td><td>Average Turnover</td></tr><tr><td>T/O →</td><td></td><td></td><td></td><td></td></tr></table> <p>For qualifying the average financial Turnover should be minimum Rs.26.25 lakhs for non- MSEs and Rs. 11.25 Lakhs for MSEs.</p>	FY→	2017-18	2018-19	2019-20	Average Turnover	T/O →					<input type="checkbox"/> Yes  <input type="checkbox"/> Submitted
FY→	2017-18	2018-19	2019-20	Average Turnover								
T/O →												
2B	Net Worth shall be positive.	<input type="checkbox"/> Yes										







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3A

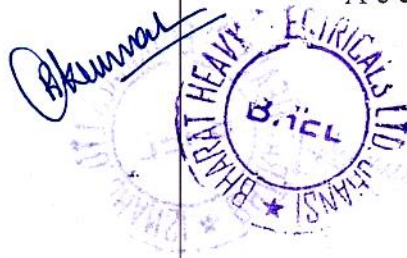
**EXPERIENCE: -**

Bidders should have experience of having supplied "Steel fabrication" (henceforth called "Goods") to Generation / Transmission Companies or Transformer Manufacturers. The Customer should be any of the following in the last three years.

1. PSU- State/ Central Govt.
2. Government - State/ Central
3. BHEL / ABB / Siemens / Mitsubishi Electric / Toshiba / TBEA / Alstom / Crompton Greaves / Bharat Bijlee / TELK / EMCO / T & R / Voltamp Trfr / Imp Power / Vijay Electrical / Technical Associates / Schneider Electric / Andrew Yule / Skipper Ltd./ High Volt.

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

☐ Yes



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3B

**Minimum Quantum-** Should have supplied

(a) for non-MSEs

- (1) minimum 16400 KG of "Goods" OR  
(2) Goods of worth Rs. 12.50 Lakhs.

(b) for MSEs

- (1) minimum 11480 KG of "Goods" OR  
(2) Goods of worth Rs. 8.75 Lakhs.

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

Vendor to submit details of executed PO.

Customer Name	Order No. & Date	Qty. supplied in UM	Order, Tax Invoice No., TC No. & Date	Remark, if any

As an evidence of the above information, the bidder to attach the documentary proof as below: -

Supplies made to	Documentary Proof to be attached
BHEL, Unit(s)	Purchase Order Copies to be submitted
Other than BHEL	1) Purchase Order issued by Customer 2) Test certificates of any one lot to be submitted. 3) Copy of Tax Invoices.

PI tick ✓ as applicable

☐ BHEL Units☐ Other than BHEL

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New vendors who are not registered with BHEL, Jhansi should submit duly filled "Supplier Registration Form (SRF)" along with the requested documents. The SRF is available on line on our website [www.bhel.com](http://www.bhel.com)

☐ Document Submitted

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.
- Criteria at Sl. No. 4 is desirable. Other are mandatory.
- Supporting documents for the details filled above have been submitted.







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Our requirement shall be as under:

Enq. # no.	Item Description	R/C Quantity
1	Dry Type Transformer Enclosure As Per attached Annexure Sheet 01 to 04	410 Nos / 3,28,000 Kgs ( $\pm 30\%$ )

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

**Qualification shall be as under:**

Desired minimum Reserved capacity per bidder shall be **17 MT per month.**

Only the bidders who meet the '**Qualifying Requirements**' as mentioned in **Schedule I** shall be eligible for qualification and consideration of their bids. All details in Schedule I to be necessarily submitted along with the necessary documentation.

Signature of Supplier :

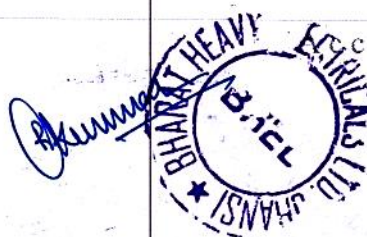
Name :

Designation :

Seal :

Phone No :

E-mail ID :



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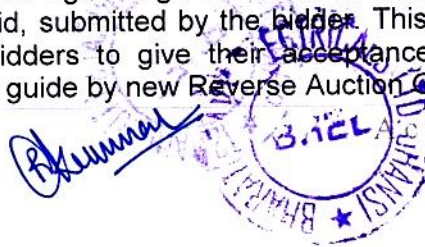
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**SCHEDULE-II****INSTRUCTIONS FOR SUBMISSION OF TENDER**

- The offers against the enquiry shall be submitted in two parts as detailed below :-  
**Technical Bid (Part – A)** :- (A1)- Tender document Page 2 to 18 & 20 to 39 duly filled and signed  
(A2)- Blank Price bid (Un Priced) duly signed (Page no. - 19)  
**Price Bid (Part – B)** :- (B1)- Price bid duly filled & signed (Page no. - 19)
- The vendors shall prepare Part-A and Part-B in two different sealed envelopes duly super-scribing Enquiry No. and Part No. of the bid. These two parts of the bid shall be kept together in a third envelope super-scribing Enquiry No., due date and time of opening as indicated in the tender enquiry. This envelope containing Part-A & Part-B shall be submitted to BHEL.
- Part-A of the bid alone shall be opened on the due date in presence of the bidders in the first instance. This part of the bid shall be examined in detail. Part B of the bid shall be opened only for such of the bidders whose Techno-Commercial offers are found acceptable by BHEL. Such bidders shall be advised the date and time of opening of Part B i.e. price part of their bids / alternatively if BHEL decides to go for Reverse Auction, only those vendors whose techno commercial bids are found acceptable and have accepted to participate in Reverse Auction will be allowed to take part in Reverse Auction. Bidders must carefully go through all the instructions and conditions before filling in Part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection.
- The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, these very pages are to be used in original. The bidder is also required to sign and stamp each and every page of the tender document clearly bringing out deviations, if any.
- Tenders not complying with the above and other requirements of the tender may be liable for rejection. Bidders 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.
- 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.
- Corrections in the bid should normally be avoided. However, when these become essential, bidder shall score out the incorrect information and put the correct information duly endorsing each correction with his signature.
- BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. All terms and conditions will be guide by new Reverse Auction Guidelines available on [www.bhel.com](http://www.bhel.com)).







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## SCHEDULE-II

9. General terms and conditions of the REVERSE AUCTION shall be generally as per schedule - VIII. However final terms & condition shall be intimated after techno-commercial evaluation of the tender.

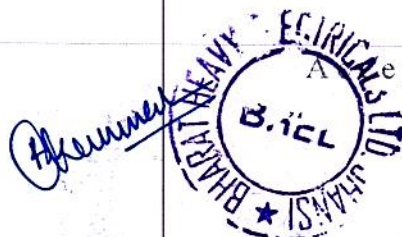
We confirm above instructions have been fully understood. We further confirm that price bid has been submitted exactly in line with format at page no. 19 without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order quantity, slab rate, discount for quantity, different terms of payment etc. etc.), BHEL has full right not to accept our offer.

Signature of Supplier :

Name :

Designation :

Seal :



Accepted Signature of Bidder

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**SCHEDULE-III****SALIENT TECHNICAL REQUIREMENTS****1. SCOPE OF WORK :-**

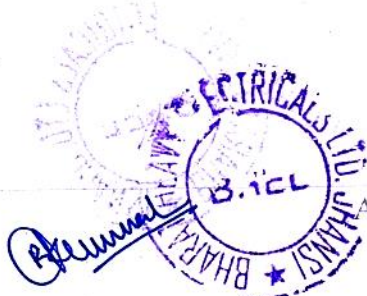
- 1.1 The scope of work covered in this enquiry is fabrication of Dry Type Transformer Enclosure as per BHEL Drawings: 44731550201 (This is only for reference, separate required drawing will be send with their purchase order) on fully finish basis using own material in all respects. The Dry Type Transformer Enclosure Assembly shall be supplied in duly shot blasted & painted condition. The Dry Type Transformer Enclosure Assembly shall be inspected by BHEL / Third party / Customer as per requirement.
- 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. Hardware's, temporary fixtures, blanking plates, C- clamps, helical inserts, gaskets etc. shall not be supplied by BHEL.
- Pre-machining of the items / components as per drawing is in supplier's scope.
- 1.3 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/CMM division before commencing the work and also just before dispatch. Efforts will be made to supply all possible documents by BHEL along with purchase order or in sequence from after issue of LOI / PO.
- 1.4 All facilities required for fabrication & testing are to be arranged by the vendor themselves

Signature of Supplier :

Name :

Designation :

Seal :







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**SCHEDULE-IV****COMMERCIAL TERMS & CONDITIONS**

1. The rate contract shall be valid for ordering for **Two year** from the date of finalization and Supply up to 3 months thereafter.
2. The following Price Variation Claim shall be allowed over the quoted basic fabrication Rate quoted in schedule –VI based on schedule X.
  - a) For every 1 Rupee per Kg increase / decrease in JPC (Joint Plant Committee, Constituted by Govt. of India) price excluding GST of **H. R. Coils 2 MM ( HRC Steel Sheet)** for Delhi, the basic fabrication rate will increase / decrease by Rs 1.20 per kg.
  - b) **The basic fabrication rate quoted in Schedule VI shall be based on the JPC steel retail price of Rs 44.38 per kg (excluding GST) for H. R. Coils 2 MM (HRC Steel Sheet) derived from the price declared in beginning OCT-2020 for Delhi. For detail calculation to derive JPC steel retail price excluding GST, refer Schedule –X.**
  - c) JPC declares steel prices bi-monthly including GST. JPC retail 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 retail price excluding GST as per calculation placed at Schedule – X and the same shall be considered for full one month for calculating PVC.
  - d) JPC steel retail basic rate excluding GST of Delhi (derived from the declared price in beginning of the month by JPC for Delhi) as applicable one month prior to contractual delivery or actual delivery whichever is lower, will be taken for the purpose of calculating price variation. For example, if material is supplied in the month of DEC-2021 & PO delivery is NOV- 2021, rate applicable for the month of NOV-2021 or OCT -2021 respectively whichever is lower shall be taken for PVC Claim.
3. The rates quoted shall be on FOR BHEL Jhansi basis on per Kg basis only on fully finish basis including one coat (50 micron) Zinc rich primer & with Neoprene gasket only without final painting. Extra painting charge will be paid as per specification JS0674198 Rev-03 & JS 0674199 Rev-03 as per BHEL requirement. Freight & insurance from suppliers' works to BHEL Jhansi works shall be in the scope of the bidder.
4. Range of weight for finish Enclosure Assy. is 200 kg to 2000 kg. Area 2.00 square meter to 8.00 square meter per Enclosure Assy.
5. Perforated steel sheet shall be 2.00 mm thick and perforated hole sheet diameter may vary from 2.0 to 10.00mm. Enclosure are required with perforated round hole or with louvers & S.S. wire mesh.
6. No items like door locks, key , handle, soft rubber liner & S.S. pad etc. will be issued by BHEL. Party will arrange these item at their own cost. Separate rates for above mentioned items if quoted, offer will be bypassed.





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**SCHEDULE-IV**

7. **Extra Charges :-** To cater different types of requirements viz. epoxy painting, S.S material items & Neoprene Gasket separate rates have been fixed by BHEL and are given hereunder. Suppliers will not be allowed to make any change in any of the rates fixed by BHEL for the following items :-

Sl.no.	Description	charges
A	Epoxy painting (if required) IS / RAL differential charges	6.51% of basic fabrication rate shall be paid extra.
B	Additional charges for Stainless Steel items	474.46 % of basic fabrication rate of the Enclosure will be paid extra for Stainless Steel items as per design weight (no deduction for MS weight irrespective of amount of SS used in the Enclosure).
C	Additional charges for Aluminum items	188.85 % of basic fabrication rate of the Enclosure will be paid extra for Aluminum items as per design weight (no deduction for MS weight irrespective of amount of Aluminum used in the Enclosure).
D	PU/ High build Epoxy painting (if required) IS/RAL differential charges	10.9% of basic fabrication rate
E	Synthetic Enamel painting (if required) IS/RAL differential charges	4.82% of basic fabrication rate

8. The validity of the quotation shall be for a period of 120 days from the opening date of tender. Validity will further be extended up to 120 days after Price bid opening/ Reverse Auction (whichever is applicable).
9. Rates shall be quoted duly considering the CENVAT / ITC credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
10. **Payment Terms :** 100% payment after 90 days of receipt and acceptance of material at BHEL works. The suppliers who are availing HDFC / SIDBI bill discounting facility (pay by BHEL in about 90<sup>th</sup> days from the date of invoice) with us will continue to get this facility. However, due to funds problems, this cannot be extended to other suppliers. For such suppliers standard payment terms shall be applicable for deciding tender. 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. Both payment terms will be treated at par. The offer received with any other terms of payment will not be accepted.







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टेलीफोन: 0510-2412777 ई-मेल: [procurement@bhel.co.in](mailto:procurement@bhel.co.in)**SCHEDULE-IV**

11. **Manner of Splitting:** Contract may be established with 'n-1' suppliers (where n is techno-commercially accepted vendors) limited to 04 suppliers for execution of this contract and quantity distribution among L1, L2, L3 and L4 would be in the ratio (%) as shown in the below table based on L1 agreed rate.

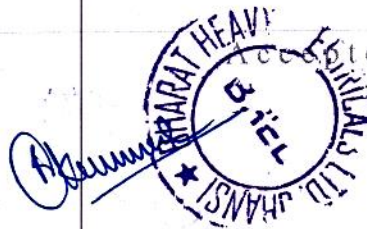
No. of vendors	L1	L2	L3	L4	L5	L6	L7	Total
1	100							100
2	70	30						100
3	60	25	15					100
4	50	25	15	10				100

- If we do not get 4 sources then qty may be distributed between agreed sources in line with above manner of splitting.
- Counter Offer of LI rate shall be offered to L2, L3, L4 vendors, If any L2-L4 vendors do not accept our LI Counter offer rate, then further counter offer will be given to L5, L6, L(n)... vendors in order of their tender ranking, to get four (04) sources for distribution. This distribution will be limited to (n-1) vendors (where n is no. of techno-commercially accepted vendors).
- If we do not get four (04) sources then qty. may be distributed between agreed sources in line with above manner of splitting.

\* Rank of suppliers among L1 and those who have accepted counter offer (from lowest rate to highest rate in Reverse Auction).

**Note:** The quantity distribution under rate contract shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder. The loading will also be subject to factors like (a) customer approval of vendors in specific projects, (b) facilities at Supplier works, (c) Suppliers delivery and quality performance during execution of rate contract, (d) Pendency of orders on the supplier and (e) responsiveness in addressing post order completion issues at BHEL. In case of new potential suppliers who are techno commercially acceptable in the tender, the loading shall be gradual to establish their performance in terms of quality and delivery. Once proven, they shall be allotted their quantity requirement accordingly. In view of above factors the loading during execution of rate contract may vary with respect to allocated quantity.

During execution, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue 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.





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**SCHEDULE-IV**

12. 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.

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

14. **REJECTION:-**

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

- (a)-Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.
- (b)-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.

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

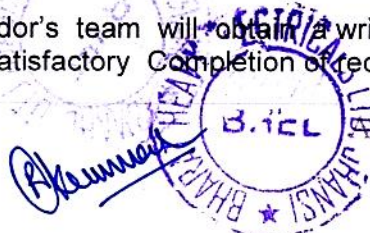
(ii)

(a)- If manufacturing defect is noticed in Dry Type Transformer Enclosure Assy. at the time of use in BHEL. BHEL shall Intimate to vendor by email.

(b)- Vendor shall depute their team for rectification within 02 days of intimation (excluding date of intimation).

(c)- BHEL shall at its discretion and on advise of its quality department deduct Rs. 250 per day for the period taken by vendor's team for rectification at BHEL (this period shall exclude 02 days as mentioned at (b) above). This deduction is solely for the delay incurred in progress of work in BHEL on account of defect / rectification Dry Type Transformer Enclosure Assy. (defect attributed to vendor).

(d)- The vendor's team will obtain a written clearance from quality department w.r.t satisfactory completion of rectification work.





**SCHEDULE-IV****15. INDEMNITY :-** Supplier shall indemnify BHEL against the following:-

- Any claim or infringement of letters, patent or registered design by the use of any article or material supplied to BHEL and against all cost and damages which may incur, any action for such infringement or for which BHEL become liable in any such action.
- 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.
- All claims for injury to the supplier's employees or agents employees whilst on BHEL's premises.

**16. LD/PENALTY:-** If the material is not supplied within stipulated time, BHEL shall be within their right free to cancel the contract and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good loss suffered by BHEL. The above option shall be executed at the discretion of BHEL. Failure to effect supply by the time specified in the order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½% (half percent) of the price of goods in arrears on balance overdue value per week subject to maximum of 10% (ten percent) of the delayed order value subject to Force Majeure as per Para 22 of Schedule IV.**17. 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.**18. JURISDICTION:-** All suits or any matters arising out of the P.Os based on the rate contract shall lie in Jhansi Courts only.**19. DELIVERY PERIOD:-** Delivery will be required on FOR BHEL Jhansi basis, within 8 weeks from date of issue of purchase order with main drawings ( Drawing called in purchase order description are treated as main drawings). Supplier to study these main drawings within 2 weeks of issue of purchase order and also requested to obtain all required drawings called within main drawings. It is responsibility of suppliers to obtain all required drawings from BHEL immediately.

Sl. No	Detail	Delivery terms
1	Intimation of Final WO drawings / Annexure, by way of PO Amendment. <b>(Major Changes)</b>	3 weeks from the date of intimation of PO Amendment or 8 weeks from the date of issue of LOI / PO, whichever is later.
2	Pursuant to communication of Intimation of final WO drawings & Annexure, if <b>minor changes</b> in drawings / specification are communicated by way of PO Amendment.	1 week from the date intimation of PO Amendment or 8 weeks from the date of issue of LOI / PO, whichever is later.

\*Minor & Major changes will be deciding by BHEL.

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

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



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सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-2412716, ई-मेल kur.raj@bhel.co.in

**SCHEDULE-IV**

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

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

20. **ARBITRATION:** -In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd. Jhansi or any other officer nominated by him. The award of Arbitrator shall be final and binding on both the parties.
21. **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, No payment will be release above 5 % variation.
22. **FORCE MAJEURE:** Neither seller nor purchaser hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations and the obligations of the other party to the extent that they are directly or indirectly affected by such occurrence will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given in writing addressed to the other party within 5 working days of its occurrence along with a certificate of the relevant Chamber of Commerce confirming the existence of the circumstances of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance: Acts of God, Wars, Revolutions, Fire, Floods, Epidemics, Freight embargoes and Acts of State.  
However, should such a delay, even if due to reasons of Force Majeure, be protracted for more than three (3) months, Purchaser shall have right to cancel the Contract at no charge to Purchaser.
23. Terms & conditions pre-printed on the reverse of our Tender Enquiry shall also be applicable.

Signature of Supplier :  
Name :  
Designation :  
Contact No :  
Email :







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**SCHEDULE-V****Techno Commercial Bid**

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

**BIDDER'S NAME & ADDRESS:-****COMMERCIAL PART.**

1	Capacity reserved for BHEL Jhansi in MT per month for this Tender. (Desired minimum reserved capacity for this <b>17 MT</b> per month	..... MT Per Month
2	Capacity reserved for BHEL Jhansi in MT per annum for this Tender. (Minimum reserved capacity for this <b>204 MT</b> per annum	..... MT Per Annum
3	Present rate of GST	.....%
4	(i) SGST (ii) CGST (iii) IGST Fill whichever is alicable	.....%
5	Validity of the rate contract shall be two year from the date of finalization for ordering and three months thereafter for supply. However R/C can be extended for further 3 months more on mutual consent.	Accepted / Not accepted
6	Price variation clause shall be as per Para 2 of Schedule IV.	Accepted / Not accepted
7	Taxes and duties shall be extra as applicable on the date of actual delivery.	Accepted / Not accepted
8	LD/ Penalty clause shall be as per Para 16 of schedule IV is acceptable to us.	Accepted / Not accepted
9	Rates quoted in the price bid are on F.O.R. Jhansi basis.	Accepted / Not accepted
10	<b>Maximum lead time should be 8 weeks from PO placement.</b>	Accepted / Not accepted
11	100 % payment within 90 days ( 45 days for MSE / NSIC registered suppliers as per relevant act in force ) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents.	Accepted / Not accepted 1. Within 90 days 2. MSME
12	Supplier is MSME Vendor If Yes than kindly provide latest <b>UDHYAM</b> certificate & No.....	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Enclosed





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सामग्री प्रबंधन विभाग

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**SCHEDULE-V**

13	Quantity distribution shall be as per manner of splitting as per Para 11 of schedule IV of this tender.	Accepted / Not Accepted
14	We may finalize rate contract on the basis of rate obtained either through Reverse Auction or through sealed price bid.	Accepted / Not Accepted

**TECHNICAL PART**

A	Material	
A1.	Enclosures for DTT Shall be as per BHEL drawings	Accepted / Not accepted
A2	<b>Source of Material &amp; Testing Requirement:</b> Tested material to be procured from reputed manufacturers like SAIL/ SAI subsidiaries / TISCO / Mahindra UGINE/ Essar Steel / Jindal Steel / Lloyds Steel/Jindal Vijaynagar and co related material test certificates to be furnished. If co-related test certificates cannot be produced, complete testing of material is to be carried out as per relevant BHEL standard in any of the BHEL approved labs.	Accepted / Not accepted
B.	Scope of Work.	
B1.	The scope of work covered in this enquiry is fabrication of Dry Type Transformer Enclosure as per BHEL Drawings: 44731550201 (This is only for reference, separate required drawing will be send with their purchase order) on fully finish basis using own material in all respects. The Dry Type Transformer Enclosure Assembly shall be supplied in duly shot blasted & painted condition. The Dry Type Transformer Enclosure Assembly shall be inspected by BHEL / Third party / Customer.	Accepted / Not accepted
B2.	Surface Cleaning by shot blasting/ pickling as per BHEL Spec.	Accepted / Not accepted
B3.	Bending & pre machining wherever required will be done by the supplier and no facility will be extended by BHEL. However if facility is not available, the same may be provided by BHEL on chargeable basis	Accepted / Not accepted
B4.	WPS, PQR & WQR shall be followed As per quality plan.	Accepted / Not accepted
B5.	All the holes to be drilled with jig & fixture and jig & fixture shall be arrange by the party.	Accepted / Not accepted
B6	The validity of the quotation shall be for a period of 120 days from the opening date of tender. Validity will further be extended up to 120 days after Price Bid Opening/ Reverse Auction (whichever is applicable).	Accepted / Not accepted







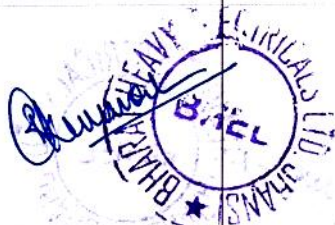
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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B7.	Rate to be quoted on fully finish basis & per kg. basis Only, including machining, drilling, tapping, rich zinc primer one coat (50 micron) & neoprene gasket.	Accepted / Not accepted
B8.	Order will be placed on you after finalization of this R/C as and when the requirement comes.	Accepted / Not accepted
B9.	Delivery shall be FOR BHEL Jhansi only. Ex works delivery shall not be considered. The offer received Ex-works basis will be rejected straightway.	Accepted / Not accepted
B10.	Inspection by BHEL / BHEL nominated agency at your works	Accepted / Not accepted
B11.	Conformance Certificate/TC is required for raw material.	Accepted / Not accepted
B12.	All facilities required for fabrication & testing are to arranged by the vendor themselves	Accepted / Not accepted
C.	<b><u>Workmanship</u></b>	
C1.	The Fabrication of Dry Type Transformer Enclosure Assembly shall be manufactured maintaining the fabrication tolerances called in the drgs.	Accepted / Not accepted
C2.	Painting & related quality checks shall be done as per process specification called in the drawings. / MID's	Accepted / Not accepted
C3.	Suppliers to ensure to maintain weld sizes using weld checking gauges. Any lumps, scars or under cuts etc. are 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 drawings, it should be ground as per drawings without any surface defect.	Accepted / Not accepted
D.	<b><u>Inspection requirement</u></b>	
D1.	Stage wise inspection shall be carried out as per job requirement	Accepted / Not accepted
D2.	QA Plan enclosed / supplied along with MID/Order to be followed	Accepted / Not accepted
D3.	Dimensional record shall be maintained in the Performa prescribed by BHEL.	Accepted / Not accepted
D4.	Inspection by BHEL CQX /Third party as per job requirement. All Co-ordination with inspection agencies to be done by supplier	Accepted / Not accepted
E	<b><u>Cleaning &amp; Painting</u></b>	
E1.	Cleaning, Degreasing, Shot Blasting & Galvanizing (if applicable) to be done as per specification.	Accepted / Not accepted





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सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड : Schedule-V

टेलीफोन: 0510-2412716, ई-मेल kur.raj@bhel.co.in

E2.	Supplier to ensure that job should be free from shots, weld slag, dust and other foreign material before painting.	Accepted / Not accepted
F.	<b><u>Shipping Instructions</u></b>	
F1.	Material to be shipped properly to avoid any during transportation.	Accepted / Not accepted
G.	<b><u>General</u></b>	
G1.	All Terms and conditions for purchase enquiry printed overleaf are accepted to us.	Accepted / Not accepted
G2.	NDT wherever required is in suppliers scope of Work and should be carried out by BHEL'S Approved agencies. Quotation not confirming to this requirement is liable for rejection.	Accepted / Not accepted
G3.	No Tools/ Jigs/Fixtures/ Gauges will be issued by BHEL.	Accepted / Not accepted
G4.	Only calibrated instruments and gauges will be used.	Accepted / Not accepted
G5.	All inside / outside threads are to be duly protected with Suitable means before shot blasting / painting applications.	Accepted / Not accepted
G6.	Areas which are not to be painted e.g. jacking pads etc. are to be properly masked/ protected from paint.	Accepted / Not accepted
G7.	Supplier has to collect Drawings and MID's from TRE/TRP on intimation by BHEL and takes necessary material procurement/ manufacturing action as required.	Accepted / Not accepted
G8.	Complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry.	Accepted / Not accepted
G9.	General Terms & Conditions of Enquiry (latest GTC i.e. R 03-JHS 2055A is available at <a href="http://www.bheljhs.co.in/apps/sip">www.bheljhs.co.in/apps/sip</a> under terms & condition of enquiry) has been read, accepted & endorsed with seal & signed Copy.	Accepted / Not accepted

**Note: If any of the above conditions are not accepted the offer may be liable for rejection.****I. Contact detail of vendor:-**

11. Contact Person : .....
12. Mobile no. : .....
14. E mail Id : .....







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सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

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**SCHEDULE-VI**

**PRICE BID (PART - B)**

To,  
DGM (MM)  
BHEL JHANSI-284120.

**Subject : Price Bid against Rate Contract Enquiry no. E3509004 for Enclosures for DRY TYPE TRANSFORMERS on finish basis (including rich zinc primer one coat i.e.50 micron & neoprene gasket).**

Dear Sir,  
We are quoting Techno-commercial bid, minimum basic fabrication rate AS UNDER:

Sl. No.	Description		(Rate in ₹ per kg basis)
(A)-	Basic Rate on F.O.R. destination basis	in figures	
		in words	

In addition to above Additional Charges as per Para 7 of Schedule IV (if any) shall also be paid by BHEL.

➤ Above rate are quoted based on base rate of JPC Rs 44.38 per kg of OCT 2020 Delhi

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

Signature of Supplier :  
Name :  
Designation :  
Seal :



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**Business Rule of Reverse Auction for the procurement of Dry Tye Transformer Enclosure ASSEMBLY ON FINISH BASIS as per the agreed Technical Specification against the Tender No. E3509004**

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: VM Gupta, DGM/MM - Phone: 0510-2412614 - Email: vmgupta@bhel.in  and - Contact person name: Raj Kumar Singh, Dy. MGR/MM - Phone: 0510-2412716 - Email: kur.raj@bhel.in
Auction to be conducted by	Name of Service Provider: XXXXXXX
Date of Auction	Date of Auction : .....
Documents Attached: (To be sent to the bidders)	1) Business rules for Reverse Auction (Annexure-I) 2) Process Compliance Form (Annexure-II) 3) Details of item(s) to be Reverse Auctioned (Annexure-III) 4) Post RA Price confirmation by bidder (Annexure-IV)
SPECIAL INSTRUCTIONS	1) Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Reverse Auction Service Provider nor BHEL will be responsible for any lapses / failure on the part of the vendor, in such cases.

*Akumar*







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**Annexure – I****Business Rules for Reverse Auction**

**This has reference to tender no E3509004 date ..... BHEL shall finalize the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same. The technical & commercial terms are as per (a) BHEL Tender Enq. No E3509004 date ..... (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.**

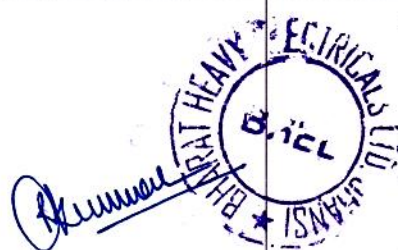
**1. Procedure of Reverse Auctioning**

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

**2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}:

- Online Reverse Auction:-
- Start Time: 14.00 Hrs
- Close Time: 16.00 Hrs

**3. Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.





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

**4. Bid price:** The Bidder has to quote the Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. 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 {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

**6. Validity of bids:** Price shall be valid for 120 days from the date of reverse auction. These shall not be subjected to any change whatsoever.

**7. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

**8. Unique user IDs shall be used by bidders during bidding process.** All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

**9. Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

**10. Any commercial/ technical loading shall be separately intimated to respective 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 Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

**11. Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}),** on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

In order to ward-off contingent situation of connectivity failure 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

*(Signature)*  
BHEL  
ANSI





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of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

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

The proxy amount is the minimum amount that the bidder is willing to offer.

During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

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

**13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.

**14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

**15.** Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.

**16.** Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).





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E3509004



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-2412716, ई-मेल kur.raj@bhel.co.in

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- Leading (Running Lowest) Bid in the Auction (only total price of package)
- Bid Placed by the bidder
- Start Price
- Decrement value
- Rank of their own bid during bidding as well as at the close of auction.

19. BHEL's decision on award of contract shall be final and binding on all the Bidders.

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.







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## Schedule-VII

### Annexure – II Process Compliance Form

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

To

- M/s. {Service provider}
- Postal address}

#### 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 no.E3509004 dt. {.....}

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 as per Annexure - IV within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

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

With regards

Signature with company seal

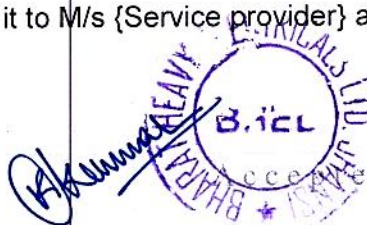
Name –

Company -

Designation -

Address of Company -

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



Signature of Bidder



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E3509004



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**Schedule-VII**

**Annexure – III**

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

**Dry Tye Transformer Enclosure ASSEMBLY ON FINISH BASIS** against tender enquiry no. E3509004 dated xxxxxxxx

Enq. # no.	Item Description	R/C Quantity
1	Dry Type Transformer Enclosure As Per attached Annexure Sheet 01 to 04	410 Nos / 3,28,000 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.

*[Handwritten signature]*  
*[Circular stamp: BHEL, BHARAT HEAVY ELECTRICALS LTD.]*



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Schedule-VIIAnnexure -IV**RA price confirmation and breakup****(To be submitted by L1 bidder after completion of RA)**

To

- M/s. {Service Provider}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted:

₹ \_\_\_\_\_/Kg\_ in value & in words ₹ \_\_\_\_\_ per Kg\_ for  
item(s) covered under tender enquiry No. E3509004 dt. XXXXXX

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

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

Total - ₹..... in value &amp; in words.....

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

Yours sincerely,

For \_\_\_\_\_

Name:.....

Company:.....

Date:.....

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



Accepted Signature of Bidder



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E3509004



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### Schedule-VIII

### GENERAL TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item / system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

#### Reverse Auction Process

1. In case BHEL decides to go for reverse auction, H1 bidder (whose quote is highest in sealed envelope price bid) shall not be allowed to participate in RA.
2. If the lowest sealed envelope price bid is the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding.  
If the start price is lower than the lowest sealed envelope price bid (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price and their ranking L1, L2 etc. on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.
3. No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
4. If RA is being conducted for multiple line items and L1 is to be decided for individual items, number of items in single screen be restricted to 10 (ten) to avoid scrolling by the bidders.
5. In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
6. BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
7. Bidders are advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.
8. Bidders have to fax the Compliance form (will be informed later on) before start of Reverse Auction.
9. In line with the NIT terms, BHEL has provided the calculation sheets (e.g. EXCEL sheets) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-

Accepted Signature of Bidder

*(Signature)*

BHEL



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compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

10. Reverse auction will be conducted on scheduled date & time.
11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
12. The lowest bidder has to fax / e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required (will provide later on) as provided on case-to-case basis to service provider within two working days of Auction without fail.
13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and Price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
15. 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, shall be initiated by BHEL and the results of the RA scrapped / aborted.
16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.





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**Schedule - IX****"Integrity Pact (IP)"**

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

**Details of IEM for this tender is furnish below:**

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

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

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

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

Name:	Raj Kumar Singh (DY. MGR)	VM Gupta (DGM)
Deptt:	Central Material Management	Central Material Management
Address:	BHEL Jhansi	BHEL Jhansi
Phone: (Landline/ Mobile)	0510-241-2716	0510-241-2614
Email:	kur.raj@bhel.in	vmgupta@bhel.in

We confirm above instructions have been fully understood. We further confirm that price bid has been submitted exactly in line with format as per Schedule VI 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 :  
Seal :

Accepted signature of Bidder



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**BHEL, Jhansi**

BHEL AA:MM:IP:R01 dtd 1.4.2010

### **INTEGRITY PACT**

#### **Between**

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

#### **And**

(Description of the party along with address)

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

#### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for fabrication of **Dry Type Transformer Enclosure Assy 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

*R. Kumar*





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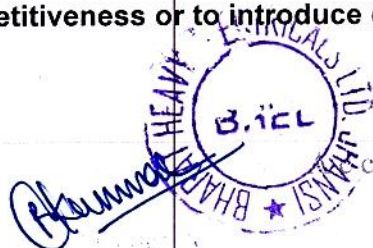
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promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- 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 / 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.**







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### **Schedule-IX**

- 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.

### **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**





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**Schedule-IX**

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.

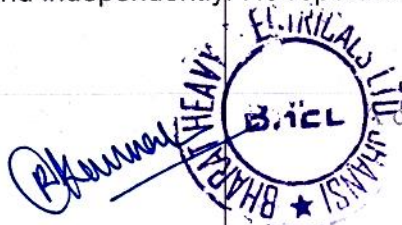
**Section 7 - Criminal Charges against violating Bidders/ Contractors / Subcontractors**

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.





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

**Section 9 - Pact Duration**

Annual  
BHEL  
Accepted Signature of Bidder



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

### Section 10 - Other Provisions

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

(Raj Kumar Singh)  
Dy. MGR / MM

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

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

Place : BHEL, JHANSI

Date : 06.11.2010

Witness 1 : [Signature]

(Name & Address) : VM GUPTA  
DGM (CMM)  
BHEL, JHANSI

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

Place :

Date :

Witness 2 :

(Name & Address) :

Accepted Signature of Bidder







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सामग्री प्रबंधन विभाग

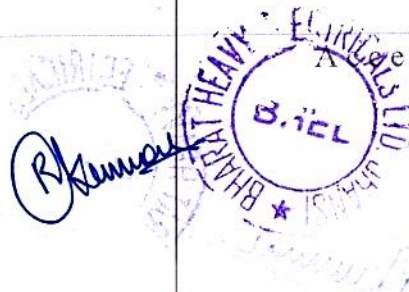
डाकघर: भेल, झाँसी पिनकोड 284120 उत्तर प्रदेश

टेलीफोन: 0510-2412716, ई-मेल kur.raj@bhel.co.in

**SCHEDULE-X**

**CALCULATION TO DERIVE JPC PRICE EXCLUDING ED & VAT OF H.R. Coils 2.00 MM FOR DELHI**

(a)- JPC price retail declared in beginning of OCT 2020 for Delhi including	=	Rs 52.37 Per Kg (Rate of JPC retail price enclosed)
(b)- Present rate of GST	=	@ 18 %
(d)- Therefore JPC price excluding GST	=	<u>JPC price for Delhi including GST</u> (1.18)
	=	<u>Rs 52.37</u> (1.18)
	=	<b><u>Rs 44.38 per kg.</u></b>



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

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

DATE: 8TH OCTOBER 2020

**JPC MARKET PRICE RETAIL FOR 1ST-OCTOBER-2020**

(Rs/Tonnes)

Sl. No.	ITEM	Kolkata	Delhi	Mumbai	Chennai
1	PIG IRON	38240	41010	43070	33940
2	BILLETS 100 MM	38250	41190	42370	42480
3	BLOOMS 150X150 MM	38350	40940	39650	NA
4	PENCIL INGOTS	37250	39940	37350	33240
5	WIRE RODS 6 MM	42320	48650	45750	47200
6	WIRE RODS 8 MM	42550	48670	45380	47200
7	ROUNDS 12 MM	42850	44990	45780	46400
8	ROUNDS 16 MM	42350	44990	45570	46400
9	ROUNDS 25 MM	42100	44990	45570	46400
10	TMT 10 MM	43550	46370	44600	45060
11	TMT 12 MM	43480	45350	44200	44770
12	TMT 25 MM	42770	47250	44190	44770
13	ANGLES 50X50X6 MM	44250	49120	49980	47400
14	ANGLES 75X75X6 MM	44250	48830	46600	45590
15	JOISTS 125X70 MM	39750	47990	46550	46450
16	JOISTS 200X100 MM	39750	47990	46550	46450
17	CHANNELS 75X40 MM	42500	45430	46770	46220
18	CHANNELS 150X75 MM	42500	45610	46940	46910
19	PLATES 6 MM	41480	50550	49470	51050
20	PLATES 10 MM	41330	50550	49470	51050
21	PLATES 12 MM	42600	50150	49730	52140
22	PLATES 25 MM	42600	50150	48190	51680
23	H. R. COILS 2.00 MM	46350	52370	52900	53940
24	H. R. COILS 2.50 MM	46350	51330	51870	52170

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

"इस्पत निकेतन", 52/1A, बालीगुंगा सटकुलर रोड, कोलकाता - 700 019

Phone : 91 (033) 2461-4055/4058/4068 Fax : 2461-4063 E-mail : jpc-wb@nic.in Website : www.jpcindiansteel.nic.in



E3509004



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

सामग्री प्रबंधन विभाग

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DATE: 6TH OCTOBER 2020

**JPC MARKET PRICE RETAIL FOR 1ST-OCTOBER-2020**

(Rs/Tonnes)

Sl. No.	ITEM	Kolkata	Delhi	Mumbai	Chennai
25	H. R. COILS 3.15 MM	46380	51190	51350	52170
26	C. R. COILS 0.63 MM	57000	57660	60690	59840
27	C. R. COILS 1.00 MM	56000	57480	60160	59430
28	G. P. SHEETS 0.40 MM	65000	66080	64820	63200
29	G. P. SHEETS 0.63 MM	64000	64010	62420	65740
30	G. C. SHEETS 0.40 MM	65000	66560	67520	66870
31	G. C. SHEETS 0.63 MM	64000	65200	66300	66460
32	MELTING SCRAP H M S - I	31750	31070	30980	26360
33	MELTING SCRAP H M S - I	30500	30380	30150	25770
34	SPONGE IRON (COAL BASED)	25350	27810	22890	23410

**NOTE:**

- 1) JPC will not be responsible for the outcome of any work done by any party/user of this report based on the data featured in this report.
- 2) Prices are indicative.
- 3) Prices are inclusive of GST.
- 4) All prices are in Rs. /Tonne and has been compiled on the basis of average of Main & Others producers' price.
- 5) All prices are as on the 1st of October 2020.
- 6) Prices have been rounded up to the nearest ten.
- 7) For Blooms 150X150MM, prices of secondary producers were not considered.

