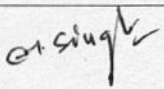
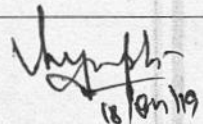
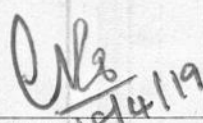




Bharat Heavy Electricals Limited
 (Govt. of India Undertaking)
 Material Management (A&S Division)
 PO BHEL: Jhansi UP 284120PH: 05120-2412734,
 Fax: 2412120 Email: mulayam@bhel.in

PURCHASE ENQUIRY NO. - E3599001
TENDER DOCUMENT FOR RATE CONTRACT FOR FABRICATION OF ESP
TRANSFORMER TANK (NON – NTPC) ON FINISH BASIS
FOR TWO YEAR

SL. NO.	CONTENTS	SCHEDULE	PAGE NO.
1	Qualifying Criteria	Schedule-I	2
2	Quantities covered by the Rate Contract	Schedule-II	3 to 4
3	Instructions for submission of Tender	Schedule-III	5 to 7
4	Salient Technical Requirements	Schedule-IV	8 to 9
5	Commercial Terms & Conditions	Schedule-V	10 to 16
6	Techno-commercial Bid	Schedule-VI	17 to 20
7	Price Bid Format	Schedule VII	21
8	General Terms & Conditions for Reverse Auction	Schedule-VIII	22-32
9	JPC Rate calculation and Circular for JPC Rate for the month of Mar'19	Schedule-IX	33-34
 Mulayam Dy. Manager- (MM) Prepared by		 V M Gupta DGM (MM) Counter checked by	 C.V. Rao AGM (MM-H) Approved by

E3599001



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Schedule-I

Qualification Criteria

Qualification shall be as under:

Vendor must have spare capacity to supply 22 nos. / 10.30 MT or more ESP Tanks per month under this contract.

Only the suppliers who meet the '**Qualifying Requirements (Annexure A to Schedule I)**, along with '**Compliance to Mandatory Resource Requirements (Annexure B to Schedule I)**' shall be eligible for this tender process. The details in '**Qualifying Requirements (Annexure A to Schedule I)**', '**Compliance to Mandatory Resource Requirements (Annexure B to Schedule I)**' and '**Compliance to Desirable Resource Requirements (Annexure C to Schedule I)**' enclosed to this Schedule I should be filled and scanned copy of the same along with the relevant documents has to be uploaded on e procurement portal (wherever called for).

Signature of Supplier :

Name :

Designation :

Seal :





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Schedule-II**Quantities Covered By the Rate Contract**

Requirement for two years shall be as under:

Enq. # no.	Item Description	R/C Quantity
1	ESP FAB.TANK TO BE MANUFACTURED AS PER OGA (FOR OUTSIDE FINISHING PAINT & DRILLING). 1. (OGA) ESP TANK ASSY. DRG.No.34670050135, REV 01. 2. i) TANK ASSY & DETAILS. DRG.No.24671550171, REV 05. ii) TANK DETAILS. DRG.No.24671550172, REV 04. 3. TANK COVER ASSY.(USE VAR-00) DRG.No.24671850032, REV 03. 4. SAMPLING ATTACHMENT (ADOPTER) DRG.No.34671550021, REV02. 5. H V DUCT (USE VAR 00) DRG.No.14671550055, REV03. 6. BLANKING PLATE ASSY. DRG.No.34671550001, REV05. 7. CABLE ARRGT. ASSY. DRG.No.34676550000, REV00. 8. ROLLER ASSY. DRG.No.34671550083, REV04.	1000 Nos. / 393000 Kg. (± 30 %)
2	1. i) OIL CONSERVATOR P/W ASSY. DRG.No.24675150028, REV00. ii) OIL CONSERVATOR DETAILS. DRG.NO.24675150027, REV00.	500 Nos. / 58500 Kg. (± 30 %)
3	1. i) OIL CONSERVATOR P/W ASSY. DRG.No.24675150026, REV01. ii) OIL CONSERVATOR DETAILS. DRG.NO.24675150025, REV00.	500 Nos. / 24000 Kg. (± 30 %)

**Schedule-II**

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Schedule -II

Above requirement and tolerance of $\pm 30\%$ is tentative and can vary in any proportion both on positive and negative side depending upon BHEL's requirement and order book position. The quantities of items may vary in any proportion within overall quantity.

Note: Drawings mentioned herewith are typical, for actual drawings, purchase order will be followed.

Signature of Supplier :

Name :

Designation :

Seal :





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Schedule-III

Important details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) V M Gupta DGM/MM, BHEL Jhansi Phone: - 0510-2412614 Email: - vmgupta@bhel.in (2) Ch. Mulayam Dy. Manager/MM, BHEL Jhansi Phone: - 0510-2412734 Email: - mulayam@bhel.in	(3) Pravindra Kumar Sr. Engineer/MM BHEL Jhansi Phone: - 0510-2412616 Email: - pravindra@bhel.in (4) Shravan Kumar Dy. Engineer/MM, BHEL Jhansi Phone: - 0510-2412387 Email: - shravan.kumar@bhel.in
Last Date of Submission of the Tender through e-Procurement system	_____ 13:15 Hrs.	
Tender Opening Date	_____ 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://bhel.abcprocure.com/EPROC/>.

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 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 ABC Procure Services Ltd. at 91-79-68136809/849/871/823/872 or BHEL Representative, Mr. Amit Khatloiya at 0510-2412791. 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://bhel.abcprocure.com/EPROC/> latest by **13:15 Hrs on the day of Tender submission date.**



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Schedule-III

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 documents required as per Qualification Criteria of Techno commercial Section i. e. Annexure-A, A1, A2, B, C of Schedule-1, Profit and Loss statement of last 3 financial years, PO copies, SRV copies, Excise Invoice and Performance Certificate copies as per Annexure A and A-1 of Schedule-1. Also attach the WPS and PQR of the welder.

In addition to that entire tender document bid & GTC copy of Enquiry duly signed and stamped on each page by authorized signatory clearly bringing out deviations, if any, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page should be uploaded on e procurement portal.

If the relevant documents are not found in e procurement portal your offer is liable to be rejected.

The techno commercial offers shall be opened on **14:00 Hrs on the same day of Tender submission date.** Hard copies of commercial offers shall not be accepted for evaluation.

2. Price Bid/ Reverse Auction: -

The Price Bid is to be filled up through E-Tendering system only. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

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>.

The new vendors who are not registered with BHEL, JHANSI and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2,2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bheleps.buyjunction.in>.



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Schedule-III

For registration assistance, users may please contact ABC Eprocure Helpdesk @ 91-79-68136809/849/871/823/872 between 9.30 am till 5.30 pm.

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"

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 online 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



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Schedule-IV
SALIENT TECHNICAL REQUIREMENTS
1. SCOPE OF WORK :-

- 1.1 The scope of work covered in this enquiry is fabrication of ESP Transformer Tank Assy. with Accessories (NON - NTPC).

Enq. # no.	Item Description
1	ESP FAB.TANK TO BE MANUFACTURED AS PER OGA (FOR OUTSIDE FINISHING PAINT & DRILLING). 1. (OGA) ESP TANK ASSY. DRG.No.34670050135, REV 01. 2. i) TANK ASSY & DETAILS. DRG.No.24671550171, REV 05. ii) TANK DETAILS. DRG.No.24671550172, REV 04. 3. TANK COVER ASSY.(USE VAR-00) DRG.No.24671850032, REV 03. 4. SAMPLING ATTACHMENT (ADOPTER) DRG.No.34671550021, REV02. 5. H V DUCT (USE VAR 00) DRG.No.14671550055, REV03. 6. BLANKING PLATE ASSY. DRG.No.34671550001, REV05. 7. CABLE ARRGT. ASSY. DRG.No.34676550000, REV00. 8. ROLLER ASSY. DRG.No.34671550083, REV04.
2	1. i) OIL CONSERVATOR P/W ASSY. DRG.No.24675150028, REV00. ii) OIL CONSERVATOR DETAILS. DRG.NO.24675150027, REV00.
3	1. i) OIL CONSERVATOR P/W ASSY. DRG.No.24675150026, REV01. ii) OIL CONSERVATOR DETAILS. DRG.NO.24675150025, REV00.

On fully finish basis using own material in all respects. The ESP Transformer Tank with Accessories (NON - NTPC) shall be supplied in duly sand / shot blasted & painted condition. The ESP Transformer Tank Assy. with Accessories (NON - NTPC) shall be inspected by BHEL / Customer / Third Party.





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Schedule-IV

All material, consumables, facilities shall be arranged by the supplier. All test called in BHEL drawings, shall be carried out by vendor. Hardware's, temporary fixtures, blanking plates, C clamps, helical inserts, gaskets etc. shall not be supplied by BHEL.

- 1.2 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 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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Material Management (A& S Division)

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Schedule-V

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.
 - a) For every 1 Rupee per Kg increase / decrease in JPC (Joint Plant Committee, Constituted by Govt. of India) price excluding GST of **10 mm plate** for Delhi, the basic 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 43.20 per kg (excluding GST) for 10 mm plate derived from the price declared in beginning Mar'19 for Delhi. For detail calculation to derive JPC steel retail price excluding GST, refer Schedule -IX.**
 - 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 - IX 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 Feb-19 & PO delivery is Jan-19, rate applicable for the month of Jan-19 or Dec-18 respectively whichever is lower shall be taken for PVC Claim.
3. L1 bidder will be decided FOR BHEL Jhansi Basis.
4. All facilities for fabrication & testing are to be arrange by the vendor themselves.





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Schedule-V

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 which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer MUST be mentioned. If any bidder is found to incorrectly declare less value of GST or nil GST in the offer, his contract will be terminated. For increase in GST rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
6. 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.

7. EXTRA CHARGES :

The following extra charges shall be payable to supplier, if the same is called in drawings:

<u>Extra charges:- (Whichever is Applicable)</u>	
(a)	Shot blasting Charges @ Rs 1.44 per Kg.
(b)	Epoxy Primer (1 Coat / 25 Micron) @ Rs 0.80 per KG. per Coat
(c)	Epoxy Finish (1 Coat / 25 Micron) @ Rs 0.95 per KG. per Coat
(d)	PU Finish (1 Coat / 25 Micron) @ Rs 2.10 per Kg. per coat
(e)	Vacuum test charges on weight of one ESP Tank complete Assy @ Rs 0.60 per Kg



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Schedule-V

8. The validity of the quotation shall be for a period of 120 days from the date of tender opening or date of 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 within 90 days (45 days for MSE / NSIC registered suppliers per relevant act in force) from the date of receipt of material and submission of clear and admissible bill subject to acceptance of material at BHEL , on direct presentation of the documents..
In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.
All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications sought, the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of submission of clear and admissible bill.

11. Manner of Splitting:

- Contract may be established with more than one (01) supplier but limited to four (04) suppliers for execution of this contract and quantity distribution among 1st to 4th vendor would be in the ratio (%) as shown in below table based on L1 agreed rate:-

No. of vendors	1	2	3	4	Total
1	100				100
2	67	33			100
3	50	33	17		100
4	40	30	20	10	100





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Schedule-V

- Counter offer of L1 rate shall be offered to L2, L3,L4 vendors, If any / all of L2 to L4 vendors do not accept our L1 Counter offer rate, then further counter offer will be given to L5, L6, L7..... 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 who have participated in reverse auction / whose price bid have been opened).**
- If we do not get four (04) sources then qty. may be distributed between agreed sources in line with above manner of splitting.

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, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. 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.

Signature of Bidder :

Name :

Designation :

Seal :



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Schedule-V

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 despatch 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.





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Schedule-V

(ii)

- (a)-If manufacturing defect is noticed in ESP Tank 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. 500 per day for the period taken by vender's team for rectification at BHEL (this period shall exclude 02 days as mentioned at (b) above). This deduction is solely for the delay incurred in progress of work in BHEL on account of defect / rectification of ESP Tank (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.

15. 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.

16. LD :-

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 23 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:-

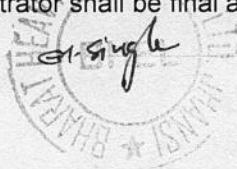
All suits or any matters arising out of the POs based on the rate contract shall lie in Jhansi Courts only.

19. DELIVERY PERIOD:-

Delivery will be required on FOR BHEL Jhansi basis, within 7 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.

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.



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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, the corresponding change in weight will be incorporated in the purchase order simultaneously. In case where the variation in actual weight is more than +5%, the same shall be referred to concerned Engg. department and payment shall be released as per decision on concerned Engg. Deptt. Payment will be made against such orders, only on the basis of actual weight incorporated in the order.
22. **FORCE MAJEURE:**
Neither seller nor purchaser here to 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. **HOLD**
(a) In case HOLD is issued by BHEL Jhansi and subsequently lifted after a gap of more than one month, the period of HOLD and a certain mobilization period (7 days) shall be added to the PO delivery date, and if necessitated, a reasonable time shall be considered for communicating the revised delivery from the date of lift of HOLD.
(b) If the hold is lifted within 30 days, the period of HOLD and a certain mobilization period (5 days) shall be added to the PO delivery date.
24. **SHORT CLOSURE/ CANCELLATION OF PO/ RATE CONTRACT:**
In case of production requirement of BHEL or due to inability of vendor to execute the PO/Rate contract, BHEL reserves the right to short close / cancel the individual PO/ Rate contra
25. 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-VI**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 (Minimum 10.3 MT monthly capacity to be reserved by supplier for this tender)	 MT Per Month
2	Capacity reserved for BHEL Jhansi in MT per annum for this Tender. (Minimum 123.60 MT annum capacity to be reserved by supplier for this tender)	 MT Per Annum
3	Present rate of GST @	%
4	(i) SGST (ii) CGST (iii) IGST (Fill whichever is applicable)	(i)% (ii)% (iii)%
5	Validity of the rate contract shall be Two year from the date of finalization for ordering & 3 months thereafter for supply.	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	Penalty clause shall be as per clause 16 of schedule IV is acceptable to us.	Accepted / Not accepted
9	LD clause shall be as per clause 17 of schedule IV is acceptable to us.	Accepted / Not accepted
10	Rates quoted in the price bid are on F.O.R. Jhansi basis for Black condition tanks (Other charges will be paid as per clause- 7 of Schedule V, if any as per BHEL requirement)	Accepted / Not accepted
11	Delivery will be required on FOR BHEL Jhansi basis, within 7 weeks from date of issue of purchase order with main drawings (Drawing called in purchase order description are treated as main drawings).	Accepted / Not accepted
12	100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents and other terms & condition given in this tender are acceptable to us as per clause 10 of schedule -V.	Accepted / Not accepted

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13	Rates is to be quoted fully finish basis including painting and other relevant operations	Accepted / Not accepted
14	Rate to be quoted in line 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
15	Quantity distribution shall be as per manner of splitting as per clause 11 of schedule V of this tender.	Accepted / Not Accepted
16	We may finalize rate contract on the basis of rate obtained either through Reverse Auction or through sealed price bid.	Accepted / Not Accepted
17	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).	Accepted / Not accepted

TECHNICAL PART

B.	Scope of Work.	
B1.	The scope of work covered in this enquiry is fabrication of ESP Transformer Tank Assy. with Accessories (non - NTPC) as per our typical drgs. In line with Para 1.1 of schedule III on fully finish basis using own material in all respects. The ESP Transformer Tank with Accessories (non NTPC) shall be supplied in black condition or duly sand / shot blasted & painted condition(As per BHEL requirement). The ESP Transformer Tank Assy. with Accessories (non - NTPC) shall be inspected by BHEL / Customer / Third Party. 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 bidder. Hardwares, temporary fixtures, blanking plates, C clamps, helical inserts, gaskets etc shall not be supplied by BHEL.	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 shall be ensured In addition to above Quality Plan shall be followed.	Accepted / Not accepted



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B3.	The validity of quotation shall be for a period of 120 days from the date of tender opening or reverse auction whichever is applicable.	Accepted / Not accepted
B4.	Order will be placed on you after finalization of this R/C as and when the requirement comes.	Accepted / Not accepted
B5.	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
B6.	Inspection by BHEL / BHEL nominated agency at your works.	Accepted / Not accepted
B7.	Test / Conformance Certificate is required for raw material.	Accepted / Not accepted
B8.	All facilities required for fabrication & testing are to arranged by the vendor themselves	Accepted / Not accepted
C. <u>Workmanship</u>		
C1.	The Fabrication of Fabrication of ESP Transformer Tank with Accessories shall be manufactured maintaining the fabrication tolerances called in the drgs.	Accepted / Not accepted
C2.	Painting & related quality checks shall be done as per process specification called in the 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 drawings, it should be ground as per drawings without any surface defect.	Accepted / Not accepted
D. <u>Inspection requirement</u>		
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



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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.	General	
E1.	All Terms and Conditions for purchase enquiry printed overleaf are accepted to us.	Accepted / Not accepted
E2.	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
E3.	No Tools/ Jigs/Fixtures/ Gauges will be issued by BHEL. Facilities such as testing, machining as per clause 1.4 of Schedule III will be arranged by the vendor themselves.	Accepted / Not accepted
E4.	Only calibrated instruments and gauges will be used.	Accepted / Not accepted
E5.	All inside / outside threads are to be duly protected with suitable means before shot blasting / HDG applications.	Accepted / Not accepted
E6.	Color fading, if any, observed during course of time to be attended by the supplier.	Accepted / Not accepted
E7.	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
E8.	BHEL may finalize rate contract on the basis of rate Reverse Auction or sealed price bid.	Accepted / Not Accepted
E9.	In case BHEL goes for RA, Please confirm that you will Participate in RA. (Non-acceptance to this clause may liable to rejection your offer). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.	Yes / No

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

Person to be contacted :

Telephone No :

Fax No. :

E mail Id :





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PRICE BID (PART - B)

To,
Dy. Manager (MM)
BHEL JHANSI-284129.

Subject: Price Bid against Rate Contract Enquiry no. E3599001 for ESP Transformer Tank Assembly for black condition tanks.

Dear Sir,

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

S. No.	Description	To be filled by the bidder
		# 1, # 2 and # 3 (Single rate to be quoted for all 03 items)
1	Name & Address of the supplier	To be quoted on E-procurement platform
2	Basic Rate on F.O.R. destination basis (Rate in ₹ per kg basis) in figures	To be quoted on E-procurement platform
3	Basic Rate on F.O.R. destination basis (Rate in ₹ per kg basis) in words	To be quoted on E-procurement platform

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

➤ Above rate are quoted based on base rate of JPC Rs. 43.20 per kg of Mar-2019.

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 ESP TRFR. TANK (NON NTPC) as per the agreed Technical Specification against the Tender No. E3599001 DTD XXXXXX

Buyer Name	<i>Name of BHEL Unit : BHEL Jhansi</i> - 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: Choudhry Mulayam, Dy. MGR/MM - Phone: 0510-2412734 - Email: mulayam@bhel.in
Auction to be conducted by	<i>Name of Service Provider:</i> XXXXXXX
Date of Auction	<i>Date of Auction :</i>
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) <u>Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.</u> 2) <u>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.</u>





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Annexure – I

Business Rules for Reverse Auction

This has reference to tender no **E3589014 dated XXXXX**. BHEL may finalise the Rates for the supply of **ESP TRFR. TANK (Non NTPC)** on finish basis through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized M/s. {Service provider}, for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. E3589014 dated XXXX, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- I. **Online Sealed Bid:** This duration of online sealed bid will be **30 minutes**. All bidders to submit their online sealed bids during this period.
- II. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- III. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- IV. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- V. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

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

- Online Sealed Bid:-

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

- Online Reverse Auction:-

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

3. Auction extension time: If a bidder places a bid in the last **05 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **05 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last **05 minutes** and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last **05 minutes**. In case, there is no bid in the last **05 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid



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complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

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

4. **Bid price:** The Bidder has to quote the FOR Jhansi Landed Price (Net of ITC) inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications mentioned in E3599001
In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
6. **Validity of bids:** Price shall be valid for **120 days** from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Bidders shall be assigned a **Unique User Name & Password** by M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders 'company'.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.





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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 BOB eProcure Solutions Pvt. Ltd provided such requests come before **5 minutes** of auction closing time. However, only one such request per bidder can be entertained.

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

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.



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

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

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

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s. {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions /modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. E3589014 dtd... 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).





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18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package).
 - b. Bid Placed by the bidder.
 - c. Start Price.
 - d. Decrement value.
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ 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.



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Annexure – III Process Compliance Form

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

To

- M/s. {Service Provider}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. E3599001 dtd. XXXXXXX

This letter is to confirm that:

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

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

With regards

Signature with company seal.....

Name –.....

Company / Organization.....

Designation within Company / Organization.....

Address of Company / Organization.....

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





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Annexure – V

Details of item (s) for Reverse Auction

ESP TRFR. TANK (Non NTPC) on finish basis against tender enquiry no. E3599001 dated xxxxxxxx

Enq. # no.	Item Description
1	ESP FAB.TANK TO BE MANUFACTURED AS PER OGA (FOR OUTSIDE FINISHING PAINT & DRILLING). (OGA) ESP TANK ASSY. DRG.No.34670050135, REV 01. i) TANK ASSY & DETAILS. DRG.No.24671550171, REV 05. ii) TANK DETAILS. DRG.No.24671550172, REV 04. - TANK COVER ASSY.(USE VAR-00) DRG.No.24671850032, REV 03. - SAMPLING ATTACHMENT (ADOPTER) DRG.No.34671550021, REV02. - H V DUCT (USE VAR 00) DRG.No.14671550055, REV03. - BLANKING PLATE ASSY. DRG.No.34671550001, REV05. - CABLE ARRGT. ASSY. DRG.No.34676550000, REV00. - ROLLER ASSY. DRG.No.34671550083, REV04.
2	i) OIL CONSERVATOR P/W ASSY. DRG.No.24675150028, REV00. ii) OIL CONSERVATOR DETAILS. DRG.NO.24675150027, REV00.
3	i) OIL CONSERVATOR P/W ASSY. DRG.No.24675150026, REV01. ii) OIL CONSERVATOR DETAILS. DRG.NO.24675150025, REV00.

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.



E3599001



Bharat Heavy Electricals Limited

(Govt. of India Undertaking)

Material Management (A& S Division)

PO BHEL: Jhansi UP 284120PH: 05120-2412734,

Fax: 2412120 Email: mulayam@bhel.in

Schedule-VIII

Annexure – VI

RA price confirmation and breakup

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

To

- M/s. {Service Provider}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted:

₹ _____/Kg_ in value & in words ₹ _____ per Kg_ for item(s)

covered under tender enquiry No. E3589014 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 & in words.....

=====

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

Yours sincerely,

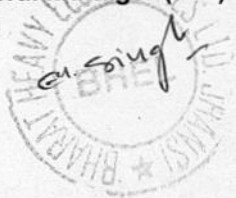
For _____

Name:.....

Company:.....

Date:.....

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





Bharat Heavy Electricals Limited
 (Govt. of India Undertaking)
 Material Management (A& S Division)
 PO BHEL: Jhansi UP 284120PH: 05120-2412734,
 Fax: 2412120 Email: mulayam@bhel.in

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).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the reverse auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (will be informed later on) before start of Reverse Auction. Without this the bidder will not be eligible to participate in the event.
7. 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-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.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. 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.
11. 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.
12. 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.
13. 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.

E3599001



Bharat Heavy Electricals Limited

(Govt. of India Undertaking)

Material Management (A& S Division)

PO BHEL: Jhansi UP 284120PH: 05120-2412734,

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Schedule-VIII

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.** 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).
16. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
17. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the reverse auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
19. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
20. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
21. Bidders have to fax the Compliance form (will be informed later on) before start of Reverse Auction. Without this the bidder will not be eligible to participate in the event.
22. 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-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.
23. Reverse auction will be conducted on scheduled date & time.
24. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
25. 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.
26. 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.
27. 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.
28. 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.
29. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
30. **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**



Bharat Heavy Electricals Limited
 (Govt. of India Undertaking)
 Material Management (A& S Division)
 PO BHEL: Jhansi UP 284120PH: 05120-2412734,
 Fax: 2412120 Email: mulayam@bhel.in

Schedule-IX

CALCULATION TO DERIVE JPC PRICE EXCLUDING GST OF 10 MM PLATE FOR DELHI

(a) JPC Price Retail declared in beginning of Mar'19 for Delhi including GST (Enclosed)	=	Rs 50.976 per Kg. (Rate of JPC retail price)
(b) Present Rate of GST @	=	@ 18%
(c) Therefore JPC price excluding GST	=	JPC Price for Delhi (Including GST) (1.18)
	=	$\frac{\text{Rs } 50.976}{(1.18)}$
	=	Rs 43.20 per Kg.



E3599001



Bharat Heavy Electricals Limited

(Govt. of India Undertaking)

Material Management (A&S Division)

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Schedule-IX

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

DATE : 5TH MARCH 2019

JPC MARKET PRICE RETAIL AS ON 02-MAR-2019

Sl. No.	ITEM	(Rs/Tonnes)			
		Kolkata	Delhi	Mumbai	Chennai
1	PIG IRON	37523	40120	42008	34225
2	BILLETS 100 MM	39835	42294	43070	46020
3	BLOOMS 150X150 MM	39987	41890	42480	44203
4	PENCIL INGOTS	37863	41359	42480	39766
5	WIRE RODS 6 MM	48167	51330	50768	NA
6	WIRE RODS 8 MM	48167	50327	50768	52216
7	ROUNDS 12 MM	45530	48431	49630	50338
8	ROUNDS 16 MM	45530	48624	49252	50338
9	ROUNDS 25 MM	45530	50578	49252	50979
10	TMT 10 MM	47144	50947	47140	48409
11	TMT 12 MM	46180	50298	46928	48551
12	TMT 25 MM	46494	49757	46610	47746
13	ANGLES 50X50X6 MM	46102	49314	50913	52844
14	ANGLES 75X75X6 MM	45875	48788	49356	50806
15	JOISTS 125X70 MM	47000	49660	54870	50832
16	JOISTS 200X100 MM	46325	49590	51101	52756
17	CHANNELS 75X40 MM	46380	49441	52846	52240
18	CHANNELS 150X75 MM	46685	48940	51213	50819
19	PLATES 6 MM	49323	50976	52510	53490
20	PLATES 10 MM	49323	50976	53100	53808
21	PLATES 12 MM	50180	51566	53100	54776
22	PLATES 25 MM	50260	52038	53100	56782
23	H. R. COILS 2.00 MM	53333	52426	53985	55932
24	H. R. COILS 2.50 MM	52900	51499	53985	53867
25	H. R. COILS 3.15 MM	51567	51669	53985	53867
26	C. R. COILS 0.63 MM	55567	55983	57230	69030
27	C. R. COILS 1.00 MM	54500	55683	57525	68440
28	G. P. SHEETS 0.40 MM	67500	60061	65021	73160
29	G. P. SHEETS 0.63 MM	66500	64410	63230	73160
30	G. C. SHEETS 0.40 MM	67667	66366	67687	73160
31	G. C. SHEETS 0.63 MM	66733	64343	65895	74045
32	MELTING SCRAP H M S - I	31700	28635	31624	32155
33	MELTING SCRAP H M S - II	30875	30621	33394	32745
34	SPONGE IRON (COAL BASED)	24125	27848	22883	25665

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

2) Prices are inclusive of GST. 3) All prices are as on day 2nd of this month. 4) Prices are indicative.

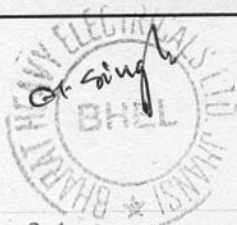
5) For Blooms 150X150MM, prices of secondary producers was not considered.

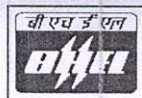
रोहित मोहता (Rohit Motla)
कनिष्ठ प्रबंधक (डीपी एंड एस)
Junior Manager (DB & AS)
Joint Plant Committee
Constituted by Govt. of India,
52/1A, Ballygunge Circular Road,
Kolkata-700 019

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

'इस्पत निकेतन', 52/1A, बालीगंज सरकुलर 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





BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
MATERIALS MANAGEMENT (MM) , JHANSI - 284120

TENDER ENQUIRY NO: E3599001

DATE: 02.04.19

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 ₹ 24.07 lakhs (₹18.05 lakhs in case of MSE vendor) 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;">2018-19</td><td></td></tr><tr><td style="text-align: center;">2017-18</td><td></td></tr><tr><td style="text-align: center;">2016-17</td><td></td></tr></tbody></table>	Financial Year	To be filled by Bidder Turnover (lakhs)	2018-19		2017-18		2016-17			
Financial Year	To be filled by Bidder Turnover (lakhs)										
2018-19											
2017-18											
2016-17											
	<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 37.09 MT (27.82 MT in case of MSE vendor) of similar jobs during last Two years (ending last day of month previous to the one in which applications are invited). Similar Jobs means – Power Transformer Tanks/ Instrument Transformer Tanks (Painted / HDG) / ACEMU Main Tanks/ ESP Transformers Tanks / Distribution Transformers Tanks/DTT Enclosure Assy/ Any other fabrications works (Each Jobs weight should be ≥ 500Kg). 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 rowspan="2" style="width: 55%;">Similar Jobs executed in last Two 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 style="width: 35%;">No of jobs</th><th style="width: 20%;">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 Two 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 Two 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											





BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
MATERIALS MANAGEMENT (MM) , JHANSI - 284120

TENDER ENQUIRY NO: E3599001

DATE: 02.04.19

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.	
	Supplies made to	Documentary Proof to be attached	Bidder to Tick '✓' whichever is applicable	Yes	No
	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	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
4	Proforma for Compliance to Desirable Resource Requirements as per Annexure C to Schedule I to be mandatorily filled and submitted				
5	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
6	PAN Number of Supplier			Yes	No
7	GSTIN No of Supplier			Yes	No
8	Part 1 (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)



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BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
MATERIALS MANAGEMENT (MM) , JHANSI - 284120

TENDER ENQUIRY NO: E3599001

DATE: 02.04.19

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			





BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
MATERIALS MANAGEMENT (MM) , JHANSI - 284120

TENDER ENQUIRY NO: E3599001

DATE: 02.04.19

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.

SI	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)



10

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
MATERIALS MANAGEMENT (MM) , JHANSI - 284120

TENDER ENQUIRY NO: E3599001

DATE: 02.04.19

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)

TENDER ENQUIRY NO: E3599001

DATE: 02.04.19

'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'.

Sl	Description	Customer	BHEL / GOVT PSU / PRIVATE	PO No	PO Dt	Rating (MVA)	PO Qty.	PO Completi on 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
11									Yes	No
12									Yes	No



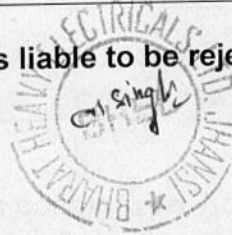
DATE: 02.04.19

TENDER ENQUIRY NO: E3599001

'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'.

SI	Description	Customer	BHEL / GOVT PSU / PRIVATE	PO No	PO Dt	Rating (MVA)	PO Qty.	PO Completi on date	Whether Proof of completion enclosed	
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)

TENDER ENQUIRY NO. E3599001

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)



GENERAL TERMS AND CONDITIONS OF ENQUIRY

SN	Description
1	General:
A	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
B	Special / supplementary enquiry conditions& Mandatory Sheet requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated.. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part –II bids, as the case may be. <u>Part – I bid</u> In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) technical offer, (ii) Mandatory Sheet, (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT),and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover <u>Part –II Bid wherever Reverse Auction is not called for</u> Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover items should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover <u>Part –II Bid wherever Reverse Auction is called for</u> Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. Wherever, BHEL informs that it proposes to conduct Reverse Auction for many items in the tender and where evaluation of the tender is on individual item basis, separate Part – II bids are to be submitted for each of the item. The Price bid Cover for each of the items should have Enquiry No., Part II Bid, Item no of Enquiry, and Bidder's name indicated on the Cover The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date. In case, the bids are not submitted in the manner stated above, the offer of the bidder(s) are liable to be rejected. It is preferred that offers are sent in sealed envelope. However, if the bidder choses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects.. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in , wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other E mail ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.
C	Wherever BHEL proposes to issue tender through e –procurement, the same philosophy as mentioned in 2B above is ensured through suitable system locks.
D	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered

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	BHEL reserves the right to go for Reverse Auction (RA) (as per Guidelines 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).
E	The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be processed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)
F	The goods offered shall conform to BHEL specifications / drawings and / or Indian / International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
G	Offers shall be submitted directly by vendor or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
H	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
I	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>30 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
J	- Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. - Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. - In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	The bidders will submit Integrity Pact, duly signed by its authorized signatory, if called for in the enquiry.
L	Wherever the enquiry is issued to unregistered vendor referred by BHEL Customer, the bidder shall submit the Supplier Registration Form (SRF) online at www.bhel.com and submit the signed copy of the duly filled-in SRF along with the bid. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid and if allotted permanent code before the date of price bid opening.
M	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
N	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No, Item no. and the consignee details.
O	Goods shall be consigned to Manager , Stores (CRX), BHEL, Jhansi - 284120, India, unless otherwise specified in the PO.
P	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vender_registration/vender.php

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Q	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bhejhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
R	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
S	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
T	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.
U	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Normally, the quantity distribution 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, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. 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.
V	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u>
3	Vendor's particulars & logistics information
	Bidder to provide contact details and all logistical information as called for in the Mandatory Sheet enclosed to this enquiry
4	Delivery Schedule & Completion date
A	• Instead of writing specific date against delivery offered, Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. •
B.	In case of foreign supplies, bidders are to quote for CIF/CFR delivery terms . For CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.
C.	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
D	In case of unreasonable delivery quoted by the bidders, BHEL reserves the right to reject such offers.
5	Transit Insurance
	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.

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6	Delivery Terms
A	Indigenous Purchase
	Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry. In case the bidder quotes on Ex-Works, the offer of such bidder(s) is/are liable to be rejected. Wherever the PO terms mentions delivery terms as FOR Destination basis, and In the event of supplier having supplied the material by BHEL Truck / Vehicles as per BHEL transportation rate contract, thus causing BHEL to bear the freight charges, the corresponding amount ,incurred / estimated, shall be deducted from the bills of the Supplier.
B	Foreign Purchase – Imports
	1. Goods shall be dispatched by sea on CIF/CFR basis, unless stated otherwise in the enquiry or purchase order. The destination shall at Navsheva, Mumbai for LCL/Breakbulk Cargo and ICD, Mandideep, Madhya Pradesh for FCL Cargo 2. If air freight is called for in the enquiry, the goods shall be delivered on FCA basis to the named Airport 3. Please visit BHEL Jhansi web site www.bheljhs.co.infor details of named Airports. . Name of the airport so chosen by the Seller shall be indicated by the Bidder in his offer. 4. Goods shall be handled for air freight by BHEL's freight forwarder only, under FCA contracts and HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.
C	• In the event of bidder offering CFR or CIF delivery terms for delivery in FCL(Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. • <u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</u>
7	Force Majeure
	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
8	LD / Penalty for delayed performance.
A	I. Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. II. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value inclusive of E&C charges. III. Wherever Erection & Commissioning (E & C) is called for, the vendor is provided a stipulated period from date of site readiness. LD shall be applicable for any delay beyond the stipulated period mentioned in the PO. IV. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value. V. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
B	In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
C	In case of Ex works Delivery terms for Indigenous supplies, the date LR shall be reckoned for LD deduction. In case of FOR Delivery terms, the date of entry in BHEL Jhansi (CISF date) shall be reckoned for LD deduction. In case of FCA Delivery terms / Ex Works Delivery terms of Foreign supplies , the date Invoice / Packing List / Test Certificate, whichever date is later, shall be reckoned for LD deduction. In case of FOB / CIF / CFR / CIP Delivery terms, the date of Bill of Lading , shall be reckoned for LD deduction.

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	Risk Purchase.									
C	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material (of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the “ Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php									
9	Indian Agents and Agency commission									
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement. The agency agreement should specify the precise relationship between the foreign OEM / foreign Principal and their Indian Agent. Any payment which the Indian agent receives in India or abroad from the OEM, whether as commission or as a general retainer fee, should be brought on record in the agency agreement.									
B	The CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT selling rate prevailing on the date of (a_ technical bid opening, or (b) price bid opening, or (c) date of invoice, shall be considered for computation of Agency commission.									
C	Be it a case of a Foreign / Indigenous Principal or OEM, in a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case both submit a bid in the tender, then the bid of OEM only shall be opened									
D	Be it a case of a Foreign / Indigenous Principal or OEM, If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.									
10	Documentation:									
A	Indigenous Purchase									
	Immediately on despatch of Goods, the following documents shall be necessarily sent by the Seller to the respective address(es) mentioned below									
	<table><tr><td>(a).</td><td>Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230</td><td>Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/ Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable</td></tr><tr><td>(b)</td><td>Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120</td><td>Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO</td></tr><tr><td>(c)</td><td>Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120</td><td>Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/ Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR</td></tr></table>	(a).	Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230	Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/ Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable	(b)	Addressed to: Dy. General Manager (Finance) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Original for Buyer (ii) Copy of LR/RR (iii) Copy of Test Certificate (iv) PVC Calculation sheet, if any, with supporting documents. (v) MOM with BHEL Customer (if called for in the PO) in case of installation & commissioning at Customer Site (vi) Capitalization Certificate, if called for in the PO	(c)	Addressed to: Dy. General Manager (MM) Administrative Building BHEL Jhansi PIN-284120	Documents to be sent: (i) GST compliance Invoice – Extra copy / Photo copy (ii) Challan/ Despatch Advice note (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) Copy of LR/RR
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	In case any other documents are required, the distribution of such documents will be specified in the Purchase order.									
	Further, if specified in the Purchase order, all the details and copies of documents have to be uploaded by Supplier on BHEL portal before despatch of Goods									
B	Foreign Purchase – Imports									
	Seller shall send 1 set of following documents, in English, within 7 days of BL date by courier to the Purchaser									
	1. Original Clean on board Bill of lading. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, net weight, CBM (cubic metre) volume, No. of packages with Dimensions of each package.									

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	3. Original certificate of Country of Origin issued by Chamber of Commerce 4. One set of Original test certificates and O&M manual where called for. 5. Fumigation certificate wherever cargo is packed in wooden packing or packing of Plant origin material is used. In case the Seller decides to negotiate all 3 originals of BL through negotiating Bank, non-negotiable documents (NND) consisting of copy of BL / HAWB & all originals at sl.no. 10-B2 to B5 will be couriered to Purchaser. Soft Copy of documents at sl. 10-B1 to B5 will also be sent by e-mail to the Purchaser at the e-mail address given in the PO. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing negotiable documents, will be recovered from the Seller.
C	In case of incomplete documentation, the communication shall be provided to supplier. The delays in submission of documentation by the supplier shall be reckoned while releasing payments to the Supplier
11	Pricing Terms
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
12	Price Validity :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date. The prices quoted for spare parts of the main equipment shall be kept valid for a period of 180 days from the date of placement of PO for the main equipment.
13	Taxes & Duties - Indigenous Purchase
A	The Taxes and duties as applicable shall be payable extra which may include GST against Gate pass- The Seller shall clearly indicate extent of taxes as applicable in his techno commercial bid. In the event of vendor failing to furnish valid GST invoices with appropriate HSN Code , amount corresponding to GST will be disallowed by BHEL while making payments. Bidders to ensure applicability of IGST / CGST/SGST -based on the Inter / Intrastate movement of goods. GST Registration Number (GSTIN) should be clearly mentioned on the vendor's quotation. Please quote our IGST registration number 09AAACB4146P2ZC in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime. In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Jhansi due to any default of supplier under GST, such implication shall be to supplier's account. GST shall be levied on LD and the relevant tax invoice shall be provided to vendors for availing credit. In case of directly despatchable items to Customer's Site, Supplier to bill to BHEL Jhansi at its GST Account number 09AAACB4146P2ZC and ship to the respective Customer Since, input credit of GST will be available to BHEL-Jhansi only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Jhansi on matching of vendor inputs at GST portal and after ensuring availability of input credit to BHEL- Jhansi. Payment of tax shall be done only after availing matching ITC, in all cases where bills are submitted directly to BHEL-Jhansi or through bank or under LC or through any other mode. Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon. In case of any changes in statutory laws w.r.t. taxes and duties, the same shall be applicable at the given point of time.
B	<i>Wherever GST is not applicable, the tax and duty structure , as applicable, is to be complied by the seller.</i>

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14	Taxes & Duties - Foreign Purchase – Imports
A	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted FCA / CFR/CIF price.
15	Payment Terms-
A	Indigenous: 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents.. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation. All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications sought , the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of submission of clear and admissible bill.
B	Foreign: 100% against irrevocable, unconfirmed LC, payable within 120 days of the bill of lading (BL) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate (as on date of Part I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise. Payment terms of CAD payable on 120th day of BL / HAWB date shall be preferred.
C	While there could be exceptional situations wherein the payment may be delayed beyond the stipulated time mentioned above, it is clarified that BHEL shall not pay any interest on such delays
D	In case of any disagreement between BHEL and the Supplier on any part of the bill, such part shall be severed from the rest and payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration, etc
16	Inspection of Goods
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.
C	All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
D	<u>Undertaking to be provided by Suppliers before despatch</u> : The suppliers , before despatching the jobs, shall provide an undertaking on their letterhead, that the jobs have been made as per BHEL Specification / Drawings, that the test results meet the specified parameters of the drawing / specification, that the supplies have been inspected as per Quality Plan (if called for in the Purchase Order), that on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant, that in case the material is accepted with deviationst wherever rectifications / rework is observed, that the Supplier shall be given seven days notice to attend to the work and if the Supplier does not attend the rectifications in the said period, BHEL shall reserve the right for suitable deductions. Despatch clearance shall be given when the Supplier provides the above undertaking (as per Annexure I) to BHEL

E Uploading despatch information on BHEL SIP

The supplier has to upload despatch information details by logging in at '**Supplier Information Portal**' of BHEL Jhansi website using their User name (Vendor Code) and Password. Subsequently, the supplier has to click at the link '**Update Consignment details**' provided therein. Submitting '**Despatch Intimation**' is mandatory. All supplies arriving (reaching BHEL Jhansi) will be allowed inside CISF Material gate of BHEL Jhansi only if the supplier has submitted online Despatch Intimation.

The **following documents are necessary before entry of material at our Material Gate:**

1	GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies
2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).
3	'Despatch Intimation' (Printout required).

The following documents are additionally required for **SRV clearance** if they are called for in the Purchase Order (PO):

4	Complete Test certificates/Inspection reports
5	Guarantee certificates
6	Any other document as called for

Following may be required for **SRV preparation** depending on the nature of material being supplied:

7	Packing lists, wherever applicable.
8	Weighment slip.

A cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) shall be deducted from supplier bills in case supplier has failed to upload the despatch information on Supplier Information Portal

17 Warranty , Corresponding Repairs / Replacement of Goods, and Deductions

Goods shall comply with the specifications for material, workmanship and performance.

The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi

However, **wherever erection & commissioning also is in the scope of the bidder**, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later.

In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry

Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected.

If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.

In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.

18	Evaluation and Loading Criteria:
	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ CST/Service Tax/Entry Tax or any other tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Free Trade Agreement (FTA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, the cost incurred owing to consequent delays, detention and demurrage thereof, will be to the Seller's account. To arrive at the Delivered Cost, the quoted price shall be suitably loaded, the details of which are mentioned in this annexure / special remarks of the enquiry. In case of any additional techno commercial deviations, for which the loading criterion is required to be framed after opening of techno commercial bid, such criteria shall be communicated to all qualified bidders before price bid opening.
19	Non-Disclosure Agreement
	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u><i>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</i></u>
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non placement of PO or contract / short closure of PO or contract.
21	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must normally be in Indian Currency from the Consortium Banks of BHEL / as specified in the specific Enquiry
B	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.
22	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
A	MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in " Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again.
B	Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
C	In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately

GENERAL TERMS AND CONDITIONS OF ENQUIRY

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	(to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders. The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.
D	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
23	Fraud Prevention
	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice
24	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
25	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
26	General
	The Bidder shall keep a track of any changes by visiting the Supplier Information Portal of BHEL, Jhansi at https://www.bheljhs.co.in/apps/sip/index.php

UNDERTAKING
(to be provided on Letterhead of Supplier)

We are supplying the following items of your Purchase Order Number _____ vide our Invoice Number _____ dated _____

Item no of PO	Description of Item	Unit of Measurement (UOM)	Qty (in UOM)

We undertake that

(a)	the jobs have been made as per BHEL Specification / Drawings,
(b)	the test results meet the specified parameters of the Drawing / specification
(c)	the supplies have been inspected as per Quality Plan (if called for in the Purchase Order)
(d)	on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant
(e)	wherever rectifications / rework is observed, we shall be given seven days notice to attend to the work and if we do not attend the rectifications in the said period, BHEL reserves the right to make suitable deductions from our bills, in case the material is accepted with deviations
(f)	we shall upload all despatch information on Supplier Information Portal BHEL Jhansi website and also hand over all requisite documents (as called for in the Purchase Order) to the transporter.
(g)	a cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) can be deducted from our bills in case we have failed to upload the despatch information on Supplier Information Portal BHEL Jhansi website .

We request BHEL Jhansi to provide Despatch Clearance for the above

		Signature of Supplier with Seal