



**BHARAT HEAVY ELECTRICALS LTD.**  
 (A GOVT. OF INDIA UNDERTAKING)  
 P.O BHEL Jhansi - 284129, INDIA  
 Tel.:0510-277001/2412260 Fax: 2412120  
 Email : mmx@bheljhs.co.in

**PURCHASE ENQUIRY**

ENQ NO/DT: **E4250008** 07/10/15  
 REV NO/DT: **2** 08/10/15  
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OUR ABOVE ENQUIRY OF PREVIOUS REV & DATE IS AMENDED WITH FOLLOWING CHANGED / ADDED ITEMS.

Enqr Due on:	06-11-15	FRIDAY
Close at:	13:15	Open at:14:00
Matcat:	421005 LAMINATION FOR POWER	
Validity:	90 days from Technical bid opening date	
IEM:	Mrs Pravin Tripathi (IA&AS ) (retd)	
TOP:	See Special Remarks	
RA:	BHEL reserves the right to conduct RA	
Eval:	Item wise	
Bid Type:	TWO BID	Delivery:FOR Jhansi
Tot Item:	4	E-Proc: No

REQUIRED: TEST CERT/ 3RD PARTY INS/ SEE REMARKS

ITEM NO : 1 PSL QTY/UM: 20.00 ST  
 MATL CODE : TR170787P614 PO QTY /UM: 750000.00 KG  
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
POWER TRANSFORMER LAMINATIONS TO GRADE 27H103(MOH) AS PER CPS- BP10988 REV 04 AND TO OUR TYPICAL CORE SHEET.	SEP-15	5.00
	OCT-15	5.00
	NOV-15	3.00
	DEC-15	3.00
	JAN-16	3.00
	FEB-16	1.00

ITEM NO : 2 PSL QTY/UM: 60.00 ST  
 MATL CODE : TR770670P604 PO QTY /UM: 250000.00 KG  
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
DRY TYPE TRANSFORMER LAMINATIONS TO GRADE 27H103(MOH) AS PER SPEC BP10988 REV 04 AND TO OUR TYPICAL CORE SHEET OF WO 71157P10700.	OCT-15	30.00
	MAR-16	30.00

ITEM NO : 3 PSL QTY/UM: 6.00 ST  
 MATL CODE : TR171386A610 PO QTY /UM: 200000.00 KG  
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
POWER TRANSFORMER LAMINATIONS TO GRADE 27G051(M4H) AS PER CPS- AA10905 REV.08.	SEP-15	2.00
	OCT-15	2.00
	NOV-15	1.00
	DEC-15	1.00

ITEM NO : 4 PSL QTY/UM: 100.00 ST  
 MATL CODE : TR771400T609 PO QTY /UM: 300000.00 KG  
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY(PSL UM)
DRY TYPE TRANSFORMER LAMINATIONS TO GRADE 27M4 AS PER SPEC NO- AA10905 REV 08 AND TO OUR TYPICAL CORE SHEET OF WO 71400T10700.	NOV-15	50.00
	MAR-16	50.00

**SPECIAL REMARKS:**

- 1-REV 00 AND 01 ARE NOT ISSUED. REV 02 IS FIRST ISSUE.
- 2.PLEASE SUBMIT YOUR OFFER IN TWO BID IN LINE WITH INSTRUCTIONS FOR SUBMISSION OF TENDER MENTIONED IN TENDER DOCUMENTS SCHEDULE-IIB PAGE



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- 3.PLEASE ENSURE TO SEAL & SIGNATURE ON EACH PAGE OF TENDER DOCUMENTS.
- 4-LAMINATIONS WILL BE REQUIRED GENERALLY AS PER OUR TYPICAL CORE MENTIONED IN TENDER DOCUMENTS PAGE 2 OF 36.
- 5-ACTUAL CORE SHEET TO WHICH LAMINATIONS ARE REQUIRED TO BE CUT WILL BE GIVEN DURING RELEASE OF PURCHASE ORDER.
- 6-TOLERANCES OF LAMINATIONS WILL BE AS PER CL.24 ON PAGE 10 OF 36.7-INSPECTION WILL BE CARRIED BY OUR REPRESENTATIVE / CUSTOMER AT SUPPLIER'S.WORK BEFORE, DURING AND AFTER SLITTING/CROPPING OPERATIONS.VERICATIONS OF PURCHASE DOCUMENTS(INVOICE, BILL OF LADING ETC.CORRELATED TEST CERTIFICATE AND CRGO PRIME ROLLS WILL BE CARRIED OUT BEFORE SLITTING OPERATIONS.
- 8-MATERIAL TO BE SUPPLIED ON STRUDY WOODEN PALLETS DULY STACKED IN "READY TO BUILD CORE" CONDITION. PACKING WILL BE SUITABLE TO AVOID SLIPPAGE/DAMAGE OF CORE LAMINATIONS DURING TRANSIT.
- 9-COPY OF BP10988 REV04;AA10905 REV08;TR10141C;14737050017 REV 02, CAN BE TAKEN FROM BHEL JHANSI VIA A REQUEAT E-MAIL TO THE UNDERSIGNED.
- 10-ONE COPY CORE SHEET IS ENCLOSED HEREWITH.
- 11-DELIVERY MENTION ABOVE IS INDICATIVE ONLY HOWEVER EXACT DELY WILL BE GIVEN IN PO.
- 12-MATERIAL IS TO BE SOURCE INSPECTED AT THE VENDOR'S WORK BY BHEL APPOINTED THIRD PARTY INSPECTION AGENCY OR BHEL REPRESENTATIVE OR CUSTOMER REPRESENTATIVE FOR WHICH ONE WEEK OR TWO WEEK ADVANCE INTIMATION SHALL BE GIVEN BY SUPPLIER. HOWEVER,THE FINAL INSPECTION FOR ACCEPTANCE OF QUALITY & QUANTITY SHALL BE DONE AT BHEL JHANSI WORKS AND INCASE OF REJECTION,THE MATERIAL HAVE TO BE REPLACED FREE OF COST.
- 13.TECHNO-COMMERCIAL CONDITIONS FROZEN WITH THE VENDORS SHALL BE VALID FOR ONE YEAR FROM THE DATE OF ENTERING INTO RATE CONTRACT AND FOR SUPPLY TWO MONTHS THEREAFTER. VALIDITY OF TECHNO-COMMERCIAL MoU MAY BE EXTENDED FURTHER FOR 01 YEAR ON MUTUAL AGREEMENT.
- 14.PRICES WILL BE CALLED FOR QTY 420 MT +/- 30% FOR ITEM 01 & 02 COMBINED AND 180 MT +/- 30% FOR ITEM 03 & 04 COMBINED. THESE PRICES SHALL BE VALID FOR ORDERING FOR THREE MONTHS FROM DATE OF ISSUE OF RATE CONTRACT AND FOR SUPPLY TWO MONTHS THEREAFTER.
- 15.FOR REQUIREMENT BEYOND 31.01.2016 (TENTATIVELY) SEPARATE PRICE BIDS WILL BE CALLED FROM THE TECHNO-COMMERCIALY QUALIFIED VENDORS ONLY.
- 16- QUALIFICATION CRITERIA WILL BE AS PER SCHEDULE-IIA PAGE 03 OF 36 OF TENDER DOCUMENTS
- 17-RATES CALLED ARE FOR FINISH LAMINATION AND ON FIRM BASIS.
- 18-QUANTITY VARIATION MAY BE +/- 30% FOR ALL ITEMS.

**THE QUOTATION MUST BE SEALED AND BE SENT IN DOUBLE ENVELOPE.  
 THE INNER ENVELOPE SHOULD BEAR ENQUIRY NUMBER & DUE DATE AT THE TOP.**

**In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.**

**If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc,failing which you may not be considered for sending future enquiries.**

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**ENCLOSERS:** DRAWING/ SPECIFICATION/ Q S PLAN/ SEE REMARKS



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FOR AND ON BEHALF OF  
BHARAT HEAVY ELECTRICALS LTD  
*Rachit Gogia*  
08/10/15  
RACHIT GOGIA  
SR PURCHASE OFFICER  
Email:-rachitgogia@bheljhs.co.in

\*\*\*\*\* END OF PURCHASE ENQUIRY \*\*\*\*\*

**NOTE :**

- \* SUPPLIERS ARE REQUESTED TO INFORM US WITH VALID CERTIFICATE, IF THEY ARE REGISTERED UNDER MSMED ACT'2006. (APPLICABLE FOR INDIAN SUPPLIERS ONLY).
- \* FOR SUPPLIERS SUPPLYING FROM OUTSIDE THE LOCAL AREA OF BHEL JHANSI, ENTRY TAX WILL BE APPLICABLE. SUPPLIERS SHOULD NECESSARILY INDICATE RATE OF ENTRY TAX SEPARATELY WHEREVER APPLICABLE. THEY SHOULD ALSO MENTION THE ENTRY TAX CHARGED SEPARATELY IN THE INVOICE.
- \* FOR SUPPLIERS SUPPLYING FROM OUTSIDE UP, IN CASE THE OFFER IS SILENT ON ENTRY TAX, IT SHALL BE LOADED SUITABLY WITH THE APPLICABLE RATES
- \* IN CASE IF THERE IS ANY DIFFERENCE BETWEEN THE 'SPECIAL REMARKS/ANNEXURES' OF THE ENQUIRY AND THE PREPRINTED TERMS & CONDITIONS (REF JSC140/M2053), THE REQUIREMENT GIVEN IN REMARKS WILL PREVAIL.



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### TERMS & CONDITIONS FOR PURCHASE ENQUIRY

1. Offer must be submitted in a sealed cover. The cover should bear our enquiry number, due date of opening and name of her bidder.
2. When offer is invited in two bids, outer cover, inner cover-I (Techno Commercial bid) and inner cover -II (Price-Bid) must bear our tender no., due date and bidders name.
3. The offer should reach this office on or before 13:15 hrs. on the due date. The tender can also be dropped in the Tender Box kept at Administrative Building Gate. The tenders will be opened after 14:00 hrs. on the due date in presence of all bidders who will be present.
4. Offer should be free from overwriting or erasures. Corrections or additions, If any should be attested.
5. No enhancement of rate for whatever cause is allowed once the offer is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to make the supply within the schedule period will entail cancellation of order, forfeiture of earnest money if any and/or imposition of risk & cost purchase.
6. Material offered should be of required quality and conforming strictly to our specification/drawings or to the specifications in the drawings. Any deviation must be clearly stated in the offer with particular clause/detail in our specification/drawing for which deviation is quoted. All required documents/details e.g. QA Plan, type TCs, drawings and date sheet etc. must be submitted alongwith the offer.
7. Irrespective of whether it is mentioned in our specification, all machines/equipments are required to be calibrated in metric units and certificates "must be issued where applicable".
8. Work test certificates/Inspection certificates/guarantee certificate/compliance certificate, etc. will be required to be submitted along with supplies in case an order, is placed.
9. In case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply where applicable.
10. Sample must be submitted where specified so as to reach us on or before the due date of tender.
11. Required lead time for affecting supplies alongwith available capacity should be indicated in the offer.
12. Failure to supply by the time specified on the order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week subject to a maximum of 10% of the order value unless agreed otherwise.
13. The quantities for each item to be purchased may vary from the tendered quantity according to our actual requirement at the time of placing orders.
14. PAYMENT TERMS:
  - i) Our standard terms of payment is 100% payment after 60 days of acceptance of material at our works. In no case, interest for over due period will be borne by BHEL. Advance or LC payment terms shall generally not be considered and offers received with other than our standard terms of payment can be bypassed (except SIDBI discounting facility will be accepted for suppliers to whom this facility has been granted).
  - ii) The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. MSE suppliers can avail intended benefit only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or a valid NSIC certificate or EM II certificate along with



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attested copy of a CA certificate (Format enclosed at Annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if deficiency in the above required documents are not submitted before price bid opening. If tender has 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 gazette officer.

15. Bharat Heavy Electricals Ltd. Does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or a part of any tender at its discretion following BHEL Purchase Policy & government guidelines.

16. 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 arvitrotor shall be final and binding on both the parties.

17. In case of any suit or other legal proceedings under or relating to this tender, the courts at Jhansi shall have full, jurisdiction.

18. Total delivered cost at BHEL Jhansi Railway siding/Works shall be the criterion for deciding the tender.

19. Unless otherwise specified, offer should be on ex-works basis with freight & insurance to be borne by BHEL.

20. Your quotation against this enquiry must be valid for ordering upto minimum of 90 days from the date of tender opening.

21. The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com). Likewise, the offers of those bidder(s) will not be considered if the business dealings have been suspended ( under hold / delisting) by BHEL , Jhansi with the bidder(s) during the given period.

### 22. ADDITIONAL FOR INDIAN SUPPLIERS:

i) If any material is booked to selves or if it is not consigned to BHEL Jhansi, any warfage or demurrage occurring from these shall be to the account of supplier. In case of road transport, material shall be booked only through our rate contract transporters mentioned in the purchase order.

ii) Where there is provision for payment of Sales Tax extra, it will be paid only if the registration number both under State Sales Tax and Central Sales Tax are specically mentioned on the bill/invoice. Your Sales Tax Registration number should be mentioned in the offer positively.

iii) Excise duty Gate Pass will be required in original. Applicable taxes & duties must be included in the offer.

### 23. ADDITIONAL FOR FOREIGN SUPPLIER:

i) For documentation and correspondence language shall be English only.

ii) Rates quoted should be on FOB basis. All dispatches are to be made by sea by IPBC conference vessels only unless otherwise stated in purchase order.

iii) Agncy commission, if any, will be paid out of the FOB value after receipt & acceptance of material at BHEL Jhansi in Indian Rupees. TT buying exchange rate prevailing on the tender opening date or the letter of credit date or date of purchase order whichever is lowest will be considered for calculating the agency commission.

iv) The rates quoted should be inclusive of charges of packing and delivery of material upto the port of shipment on FOB terms. The material is required to be packed suitably in all respects considering the peculiarity of the material for normal transport by Sea/air and subsequently by Rail/Road in India suitably protected against the effect of tropical



JSC140/M2053

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salt laden atmosphere in the event of consignment being delayed at Indian Ports before outward clearance. You should also furnish details of shipping specification, sizes, volume, weight, number of cases etc. When articles are packed with packing material of plant origin, phytosanitary certificate will be required.

v) Our standard terms of payment is 100% payment through bank against dispatch documents or 100% through sight irrevocable & unconfirmed letter of credit.

#### 24. DEALING WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

i) BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign supplier desires to avail of the services of an Indian Agent, then the foreign supplier should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.

ii) It shall be incumbent on the Indian Agent and the foreign principal to adhere to the guidelines of the Government of India, issued from time to time.

iii) The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian Agent and their mutual interest in the business. All the services to be rendered by the agent / associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian Agent. Any payment, which the agent or associate, receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the agreement and made explicit in order to ensure compliance to laws of country.

iv) Any agency commission to be paid by BHEL to the Indian Agent shall be in Indian Currency only.

v) Tax deduction at source is applicable to the agency commission paid to the Indian Agent as per the prevailing rules.

vi) In the absence of any agency agreement, BHEL shall not deal with any Indian agent ( authorized representative / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.

25. Please also refer to our tender for any other terms and conditions.

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 Email: mlahirwar@bheljhs.co.in

Enquiry No: E4250008

**Purchase Enquiry No: E4250008 Rev 00**  
**For Procurement of CRGO Laminations for Power and DTT on Finish Basis through TECHNO-COMMERCIAL MOU/ Frame Work agreement for Grade MOH & M4.**

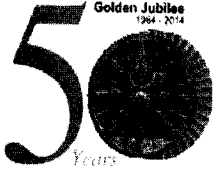
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Rachit Gogia Sr. PO (MM)	ML Ahirwar DGM (MM)	CV Rao AGM(MM)
PREPARED BY.	CHECKED BY	APPROVED BY

Signature with Seal of Bidder

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Enquiry No: E4250008

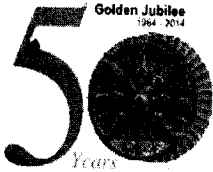
### SCHEDULE-I

**Quantities Covered:** Quantity Covered in this TC-MOU enquiry are as follows:

Sl.No.	Description	Grade	Total Qty.(Approx.)
I(A).	Power Transformer Laminations to Grade 27H103(MOH) as per spec. BP10988 Rev04 and our Typical Core sheet of W.O. 70787A ( Sheet 1-6) & drawing no 14997000016 . The core could be Bolted / Boltless type and 3 Limb/ 5 Limb construction Width of lamination may vary between 150 MM to 770 MM length & may be required up to 4000 MM	MOH	750 MT± 30%
I(B).	Dry Type Transformer Laminations to Grade 27H103(MOH) as per spec. BP10988 Rev04 and our typical Core sheet of W.O. 71157P and drawing 14737050017 rev 02. The Core Could be Bolted/ Boltless and 3 limb construction. Width of Lamination may be vary from 50 MM to 450 MM and length may be required up to 2500 MM.	MOH	250 MT± 30%
(I)	<b>Total Qty. for MOH Grade (Approx.)</b>		<b>1000 MT+/-30%</b>
II(A).	Power Transformer Laminations to Grade 27G051(M4) as per spec. AA10905 Rev08 and our typical Core sheet of W.O. 71386A (Sheet 1- 6). Drawing no 34647000240 rev 00. Core could be bolted / boltless and 3 limb /5 limb construction. Width of lamination may vary between 150 MM to 770 MM & length may be required up to 4000 MM	M4	200 MT± 30%
II(B).	Dry Type Transformer Laminations to Grade 27G051 (M4) as per spec. AA10905 Rev08 and our typical Core sheet of W.O. 71400T and drawing 14737050017 rev 02. Core could be BOLTED/BOLTLESS & 3 Limb constructions. Width of Lamination may be vary from 50 MM to 450 MM and length may be required up to 2500 MM.	M4	300 MT ±30%
(II)	<b>Total Qty. for M4 Grade (Approx.)</b>		<b>500 MT+/-30%</b>

This requirement is tentative and may vary beyond ± 30% tolerance depending upon BHEL's order book position and production requirement. The Core sheet mentioned above is typical. However material to be supplier as per actual core sheet mentioned in particular purchases order.

**Price & Quantity for Ordering:** Quantities for ordering for 03 months (tentatively up to 31<sup>th</sup> January 2016) and supply two months thereafter are 420MT (MOH) +/- 30% and 180MT (M4) +/- 30%. BHEL shall invite only separate prices for ordering beyond above period.



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Enquiry No: E4250008

### SCHEDULE-II A

#### Qualification Criteria for Rate Contract/ Frame work agreement Enquiry no. E4250008 for Procurement of CRGO Laminations on Finish Basis

#### Qualification Criteria:

The bidders who will meet the following qualifying requirement will qualify under this enquiry:

1. Bidder should have average annual financial turnover of Rs 7.88 Crores during last 3 years ending 31<sup>st</sup> March 2015. Bidder has to submit the notarized copy of audited balance sheet as a proof. In case balance sheet of 2014-15 has not been audited then the provisional copy can be accepted.
2. Bidder must having at least ONE CNC cropping line with width capacity of 770 mm. Details of machine (make, year of purchase & Photograph) should be attached along with offer.
3. Bidder must have supply backup from any of the following mills for assured supply of CRGO rolls:
  - I. M/s A K Steel USA.
  - II. M/s Metal one Corporation (Mill – Nippon steel & Sumitomo steel Corp.), Japan
  - III. M/s POSCO India Pune Processing Center Pvt Ltd (Mil POSCO Korea)
  - IV. M/s Thyssen Krupp Electrical Steel, GMBH Germany
  - V. M/s Viz Stahl, Russia (for M4 grade only)
  - VI. M/s JFE Shoji Japan
4. Bidder must have supplied at least 450MT finish lamination of HiB grade (MOH/ZDKH90/ZDKH85) or M4 grade to reputed transformer manufacturers i.e. BHEL/CGL/ABB/TELK/Areva/Siemens/ EMCO/ BBL/T&R/ Kanohar etc. during last 2 years from the date of issue of tender. Bidder has to furnish notarized copy of Purchase order executed by them along with bid.
5. Bidder must have supplied at least 3 Orders in succession (each more than 30 MT) to any of the customers mentioned in clause 4 above in last 2 years of HiB grade/M4.
6. Bidder must be experienced with stage inspection (by customer/ third party) for HiB grade/ M4 material. As a proof 3 complete stage inspection reports (including final report) be furnished along with bid.

**However the offers of bidders against whom suspension of business dealings has been initiated will not qualify against this tender.**



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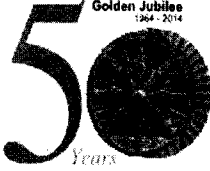
Email: mlahirwar@bheljhs.co.in

**SCHEDULE-II B**

Enquiry No: E4250008

**INSTRUCTIONS FOR SUBMISSION OF TENDER**

1. The offers against the enquiry shall be submitted in two parts.  
**Part 'A':** The first part called Techno-commercial bid i.e. Part - A shall be un-priced and will be submitted in line with Schedule I, II, III, IV, VI & VII. In addition to above price bid as per schedule -V shall also be submitted in blank **(without quoting price)** duly signed along with part 'A' also.  
**Part 'B':** The second part called Price-Bid i.e. Part-B shall be submitted duly filled as per schedule V.
2. The vendors shall submit Part-A and Part-B of their bids in two different sealed envelopes duly super-scribing Enquiry No. E4250008 and Part No. of the bid. These two parts of the bid shall be kept together in a third envelope super-scribing Enquiry No E4250008, due date and time of opening as indicated in the tender document.
3. Part-A of the bid alone shall be opened on the due date in presence of the tenderers in the first instance. This part of the bid shall be examined in detail. Part B of the bid shall be opened only for such of the tenderers whose Techno-Commercial offers are found acceptable by BHEL. Such tenderers shall be intimated the date and time of opening of Part B i.e. price part of their bids. Tenderers must carefully go through all the instructions and conditions before filling in Part B of the bid. Any type of mistake in submission of the bids will make the tender liable for rejection
4. The bids shall be submitted only in the format given in the tender documents. It may be noted that each page of the tender document has been signed by BHEL. While submitting the bid, these every pages are to be used in original. The tenderer is also required to sign and stamp each and every page of the tender document clearly brings out deviations, if any.
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters.
6. It must be clearly understood that the order concluded pursuant to this tender enquiry shall be governed by the general terms & conditions of the contract as preprinted overleaf of the enquiry. No deviation from these conditions is permitted.



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**Material Management : A & S Section**

PO: BHEL, JHANSI – 284129 UP

Fax: 0510-2412120, Ph 0510-2412459, 2412732

Email: mlahirwar@bheljhs.co.in

**SCHEDULE-II B**

Enquiry No: E4250008

7. Corrections in the bid should normally be avoided. It is advisable that initially the details are filled by the tenderer on a Xerox copy of the documents and checked before final completion. However, when these become essential, tenderer shall score out the incorrect information and put the correct information duly endorsing each correction with his signatures.
8. BHEL reserves the right to go for REVERSE AUCTION (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
9. IN case BHEL decides to go for reverse auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the reverse auction. Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit 'Online sealed bid' in the reverse auction. Non-submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
10. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in on line sealed bid) may not allow participating in further RA process.

We confirm above instructions have been fully understood and the price bid has been submitted exactly in line with format at Schedule- V 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 & pay etc.), BHEL has full right not to accept our offer.

**Signature of Bidder :**

**Name :**

**Designation :**

**Seal :**

Signature with Seal of Bidder



## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

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### SCHEDULE-III

Enquiry No: E4250008

#### TECHNO-COMMERCIAL TERMS & CONDITIONS :

1. The Technical requirements for the laminations shall be as detailed at Schedule –I
2. In Price Bid Format Part –B the rate should be quoted in Rs. per Kg on finish basis only, for MOH & M4 Grade separately.
3. Rates shall be quoted duly considering the CENVAT credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
4. The rates quoted shall be on FOR BHEL Jhansi basis on per Kg on finish basis. **Packing, Forwarding, Freight & insurance** from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.
5. Taxes & Duties shall be extra as applicable on the date of actual delivery. Tenderers are advised in their own interest to familiarize themselves fully with various types of taxes and their rates etc. including entry tax if applicable. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL Jhansi which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer must be mentioned. If any bidder is found to incorrectly declare less value of ED or "NIL" ED in the offer, his contract will be terminated. For increase in ED rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
6. The validity of the quotation shall be for a period of minimum 90 days from tender opening date and further it will be extend for 90 days from the date of opening of Price Bid / Reverse Auction.
7. **Payment Terms :-**  
100% payment after 60 days of receipt and clearance & acceptance of material at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However, this facility will subject to availability of funds. The bidder who quotes any other terms of payment, their prices will be loaded. **Base rate of SBI (as applicable on the date of opening of Techno-commercial bid) + 6% shall be considered for the period of relaxation sought by bidders.**



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**SCHEDULE-III**

Enquiry No: E4250008

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

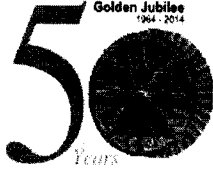
No of vendors	L1	L2	L3	L4	L5	Total
1	100					100
2	65	35				100
3	48	32	20			100
4	37	29	19	15		100

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

The L1 agreed rate will be counter offered in sequence to L2, L3, L4,.....(low to high).....for acceptance till a total of required vendors are available for finalization of rate contract at L1 agreed rate.)

9. One set of ink signed test certificate or colored scanned copy of original test certificates for laminations as well as CRGO rolls used in the manufacturing must be sent directly to the officials who has issued the Purchase Order along with other shipping documents immediately after shipment of material in case of order.
10. **Penalty Clause:** If the material is not supplied within the stipulated time schedule, BHEL shall be within their right be free to cancel the contract and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.

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**BHARAT HEAVY ELECTRICALS LIMITED**  
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**SCHEDULE-III**

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11. **LD Clause:** Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week subject to a maximum of 10% of the delayed order value unless mutually agreed otherwise.
12. The Party on which purchase order is placed, is required to submit by email **Production Plan** indicating the PDC (dates) of procurement of material (or available in stock), inspection, cutting, stacking, final inspection and dispatches. This production plan should be in line with our purchase order delivery schedule and should be sent within 3 days of purchase order date (purchase order can be accessed directly on our supplier information portal at web site <http://www.bheljhs.co.in/sip/index.php>). Subsequently, Fortnightly progress report should be emailed indicating:
- Production Program
  - Number of Sets supplied / No of Remaining
  - Probable date of completion (PDC) of remaining sets.
  - Any other relevant information.
13. **Guarantee Clause:** All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 24 months from the date of dispatch & 18 months from the date of acceptance of material at BHEL Jhansi works. Whichever is later.
14. **Quantities :** Quantities mentioned in tender are for the period of one year. Techno-Commercial conditions frozen against this enquiry shall be valid for this one year period as under:
- Techno-Commercial:**
    - For Ordering: One year period from date of entering into first rate contract.
    - For Supply: Two months thereafter

**Validity of Techno-commercial MOU can be further extended for another 1 year on mutual agreement.**

- Price & Quantity for Ordering:** Quantities for ordering for 03 months (tentatively up to 31<sup>th</sup> January 2016) and supply two months thereafter are 420MT (MOH) +/- 30% and 180MT (M4) +/- 30%. BHEL shall invite only separate prices for ordering beyond above period.



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**SCHEDULE-III**

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15. **Raw material:** Vendors have to procure the material for manufacturing laminations BHEL approved Vendors/Manufacturers only. CRGO PRIME ROLLS USED FOR LAMINATION SHALL BE STRICTLY OF ANY OF FOLLOWING MAKE :-

a. **For MOH Grade:-**

- i. M/s Nippon Steel and Sumitomo Metal Corporation Japan.
- ii. M/s JFE Shoji, Japan
- iii. M/s TKES, Germany
- iv. M/s Posco, Korea/Pune
- v. M/s AK Steel, USA

b. **For M4 Grades: -**

- i. M/s Nippon Steel and Sumitomo Metal Corporation Japan.
- ii. M/s JFE Shoji, Japan
- iii. M/s TKES, Germany/TKES Nashik
- iv. M/s Posco, Korea/Pune
- v. M/s AK Steel, USA
- vi. M/s Viz Stahl Russia/NLMK India

***Raw material (Prime Rolls) used from any other manufacturer's shall not be acceptable.***

16. **Back up support:** Backup support arrangement letter for supply of PRIME ROLLS of MOH & M4 GRADE CRGO IN SUFFICIENT QTY. (TO BE SPECIFIED MENTIONING TENDER ENQUIRY E4250008) from above stated mills (or proper authorised channel) will be sent directly via mail/ fax/ courier / registered post to DGM (MM) BHEL Jhansi. While tying-up with Mills and obtaining back-up support letter from them. Ministry of Steel (Govt. of India) order of 1<sup>st</sup> October 2013 regarding mandatory 'BIS' certification of CRGO may be kept in view.

17. **PVC Clause:** Price shall be firm during the period of ordering. No PVC Shall be applicable.

18. To maintain the monthly asking rate of supply of CRGO Laminations to BHEL Jhansi The vendor should preferably be maintaining sufficient Stock / Inventories of the Raw Material CRGO Rolls.

19. In this R/C some of the laminations may be required for PGCIL / NTPC project. In such case orders will be given to the approved suppliers of PGCIL / NTPC as the case may be.



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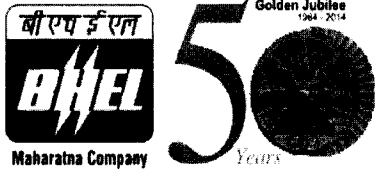
### SCHEDULE-III

Enquiry No: E4250008

20. Material is to be source inspected at the vendor's works by BHEL appointed third party inspection Agency or BHEL representative or customer representative for which one week advance intimation shall be given by the supplier. However, the final inspection for acceptance of quality and quantity shall be done at BHEL Jhansi works and incase of rejection, the material have to be replaced free of cost.
21. During dispatch the Material is to be supplied on sturdy wooden pallets duly stacked in "READY TO BUILD CORE" condition. Packing, covering and banding of the lamination stacks shall be suitable to prevent ingress of dust and moisture as well as to avoid slippage / damage of the core laminations during transit & handling.
22. Inspection will be carried out by our representative at supplier's works before, during and after slitting / cropping operations. Verification of purchase documents (INVOICE, BILLING OF LADING) & correlated Test Certificates for CRGO prime rolls will be carried out before the slitting operations.
23. Proper packing is to be done so that stack is not disturbed in transportation, packing should be limb wise. PO. NO. / W.O. No. / Set no. / Gross Weight / Net Weight should be mentioned in bold letters on each case / Box. While packing it should be ensured that there is no rusting on stacks during storage and transportation.
24. **Tolerances:** Over & above the drawings of various transformer cores & purchase specifications enclosed along with the tender, the following technical parameters are strictly to be complied by the vendor for the supplies effected to BHEL Jhansi:
- Thickness Variation within each supplied set should be only -  $\pm 0.01$  mm
  - Tolerances shall be as per Check List ref No. TR10141C
  - Burr level on any cutting edge – Maximum 30 Microns only.
  - For Stacking factor any one of the following two options are available :
    - Stacking Factor 0.97
    - Weighted average of Stacking Factor (SF) of Rolls (as shown on the mill TC) offered for Raw Material inspection minus 0.005 { If weighted average of stacking factor of rolls in Mill T.C.s is X, Than 'SF' will be (X-0.005)}
  - Maximum allowable tolerance on weight supplied shall be +0.5% of purchase order weight.
  - Bidder has to specify which option is acceptable to them [either d (i) or d(ii)] above. Selected offer shall be remain fixed for entire period of contract.

Signature with Seal of Bidder

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**SCHEDULE-III**

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25. **Fraud prevention policy:** The Bidder along with its associate/ collaborators/ sub-contractors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
26. Bharat Heavy Electricals Ltd does not bind itself to accept the lowest of any tender, but reserves to itself, the right to accept or reject all or a part of any tender at its discretion following BHEL purchase policy & Government guidelines.
27. 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.
28. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.

Signature of Bidder :  
Name :  
Designation :  
Seal :

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**SCHEDULE-IV**

Enquiry No: E4250008

**General information & qualifying data (PART-A)**

<u>Sl.No.</u>	<u>Terms &amp; Condition</u>	<u>Remarks</u>
1	Please furnish your permanent vender code with BHEL Jhansi (Applicable for BHEL Jhansi PMD venders only. In Case you are not registered with BHEL Jhansi, Please arrange to submit duly filled Supplier Registration Form along with offer )	Code -----  Or SRF submitted/ Not submitted
2	Average annual financial turnover during last 3 years ending 31 <sup>st</sup> March 2015.	..... Crores (please attach notarized copy of audited balance sheet for last 3 years)
3	Having at least ONE CNC cropping line with width capacity of 770 mm.	Yes/No (Please attach details & photograph)
4	Have supply backup from any of the approved mill for assured supply of CRGO rolls. a. M/s A K Steel USA. b. M/s Metal one Corporation (Mill – Nippon steel & Sumitomo steel Corp.), Japan c. M/s POSCO India Pune Processing Center Pvt Ltd (Mil POSCO Korea) d. M/s Thyssen Krupp Electrical Steel, GMBH Germany e. M/s Viz Stahl, Russia (for M4 grade only) f. M/s JFE Shoji Japan	Yes/No  (Please arrange backup letter as per clause 19 of schedule III)
5	Have supplied at least 450MT finish lamination of HiB grade (MOH/ZDKH90/ZDKH85) or M4 grade to reputed transformer manufacturers i.e. BHEL/CGL/ABB/TELK/Areva/ Siemens/ EMCO/BBL/T&R/ Kanohar etc. during last 2 years from the date of issue of tender.	Yes/No  (Please furnish notarized copy of Purchase order executed by them along with bid)
6	Do you have supplied at least 3 Orders in succession (each more than 30 MT) to any of the customers mentioned in clause 4 above in last 2 years of HiB grade/ M4 grade.	Yes/No  (Please attach copy of POs)
7	Do you have experience with stage inspection (by customer/ third party) for HiB grade / M4 grade material. As a proof 3 complete stage inspection reports (including final report) be furnished along with bid.	Yes/No  (Please attach copy of reports)

Signature with Seal of Bidder



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**SCHEDULE-IV**

Enquiry No: E4250008

**TECHNO COMMERCIAL BID (PART-A)**

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

**SUPPLIER'S NAME & ADDRESS:**.....

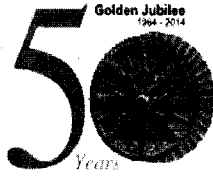
**General Terms**

<u>Sl.No.</u>	<u>Terms &amp; Condition</u>	<u>Remarks</u>
1	Capacity reserved for BHEL Jhansi in MT per month. <i>(Please only quote the capacity which can actually be met)</i>	..... MT p.m. for MOH ..... MT p.m. for M4
2	Present rate of Excise duty with edu. Cess	..... %
3	Present rate of VAT / CST against form 'c'	..... %
4	Entry Tax 1 % (to be directly paid by BHEL)	<b>For suppliers outside UP</b>
5	Delivery Period from date of purchase order / LOI. (desired delivery is 06-08 weeks)	..... in weeks

**COMMERCIAL PART.**

<u>Sl.No.</u>	<u>Terms &amp; Condition</u>	<u>Remarks</u>
1	The supply of CRGO laminations for Power and Dry Type Trfr. Grade – MOH & M4 on finish basis shall be as per Schedule - I. Packing is to be done as per ready to build core condition.	Accepted / Not accepted
2	Rates are to be quoted on per Kg basis.	Accepted / Not accepted
3	Rates are to be quoted on fully finish basis.	Accepted / Not accepted
4	Rates quoted in the price bid are on F.O.R. Jhansi basis.	Accepted / Not accepted
5	PVC : Rate Shall Be firm. No PVC shall be applicable.	Accepted / Not accepted

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**SCHEDULE-IV**

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6	Taxes and duties shall be extra as applicable on the date of actual delivery.	Accepted / Not accepted
7	Validity of the rate quoted is 90 days from the date of opening of the tender and further it will be extend for 90 days from the date of opening of Price Bid / Reverse Auction.	Accepted / Not accepted
8	<b>Penalty Clause</b> : -If the material is not supplied within the stipulated time schedule as per the quoted delivery period as at Sl No. 5 of General Terms, BHEL shall within their right be free to cancel the contract and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL.	Accepted / Not accepted
09	<b>LD Clause</b> :-Failure to supply by the time specified as per the quoted delivery period as at Sl. No. 5 of General Terms will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed order value unless mutually agreed otherwise.	Accepted / Not accepted
10	<b>Payment Terms</b> : - 100% payment after 60 days of receipt and clearance & acceptance of material at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However, this facility will subject to availability of funds. The bidder who quotes any other tough terms of payment, their prices will be loaded. <b>Base rate of SBI (as applicable on the date of opening of Techno-commercial bid) + 6% shall be considered for the period of relaxation sought by bidders.</b>	Accepted / Not Accepted



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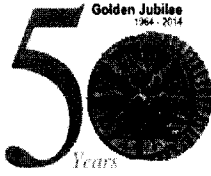
Email: mlahirwar@bheljhs.co.in

**SCHEDULE-IV**

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11	<b>Guarantee Clause:</b> - All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 24 months from the date of dispatch & 18 months from the date of acceptance of material at BHEL Jhansi works. Whichever is later.	Accepted / Not Accepted
12	<b>Manner of Splitting of rate Contract Quantity:</b> The rate contract may be finalized with MORE THAN ONE vendor. However, allocation of rate contract quantity will be in decreasing order (max quantity to the lowest bidder L1, then to L2, L3 & L4 considering their capacity & delivery / production requirement of BHEL. The rate contract will be established with in n suppliers (n being variable depending on response to BHEL's counter offer of L1 landed rate but limited to 04 as per Para 8 of schedule -III of this tender document.	Accepted / Not Accepted
14	Quality Plan QP/PT/CRGO/890 and any customer specific quality plan shall be followed. Sample drawn during coil/ lamination stage will be tested at CPRI/ ERDA / any other NABL accredited laboratory may have to be carried-out by vendor as per customer requirement for which original bills have to be submitted duly mentioning purchase order and same will be reimbursed at actual by the BHEL.	Accepted / Not Accepted

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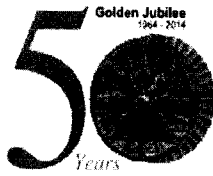
Email: mlahirwar@bheljhs.co.in

**SCHEDULE-IV**

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15	<p>CRGO PRIME ROLLS USED FOR LAMINATION SHALL BE STRICTLY OF ANY OF FOLLOWING MAKE :-</p> <p><b>For MOH Grade:-</b></p> <ol style="list-style-type: none"> <li>1. M/s Nippon Steel and Sumitomo Metal Corporation Japan.</li> <li>2. M/s JFE Shoji, Japan</li> <li>3. M/s TKES, Germany</li> <li>4. M/s Posco, Korea/Pune</li> <li>5. M/s AK Steel, USA</li> </ol> <p><b>For M4 Grades: -</b></p> <ol style="list-style-type: none"> <li>1. M/s Nippon Steel and Sumitomo Metal Corporation Japan.</li> <li>2. M/s JFE Shoji, Japan</li> <li>3. M/s TKES, Germany/TKES Nashik</li> <li>4. M/s Posco, Korea/Pune</li> <li>5. M/s AK Steel, USA</li> <li>6. M/s Viz Stahl Russia/NLMK India</li> </ol> <p><b>Raw material (Prime Rolls) used from any other manufacturer's shall not be acceptable.</b></p> <p>Backup support arrangement letter for supply of PRIME ROLLS of MOH &amp; M4 GRADE CRGO IN SUFFICIENT QTY. (TO BE SPECIFIED MENTIONING TENDER ENQUIRY E4250008) from above stated mills (or proper authorised channel) will be sent directly via mail/ fax/ courier / registered post to DGM(MM) BHEL Jhansi.</p>	Accepted / Not Accepted
16	While tying-up with Mills and obtaining back-up support letter from them, Ministry of Steel (Govt. of India) order of 01 October 2013 regarding mandatory 'BIS' certification of CRGO may be kept in view.	Please Confirm.....
17	One set of ink signed test certificate or colored scanned copy of original test certificates for CRGO rolls used in the manufacturing must be sent directly to the officials who has issued the Purchase Order along with other shipping documents immediately after shipment of material in case of order.	Accepted / Not Accepted
18	Please confirm material availability of the required Grade from the original manufacturer of the raw material as per remarks 15.	Please confirm

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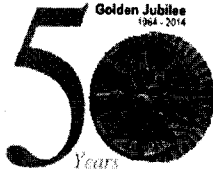
Email: mlahirwar@bheljhs.co.in

**SCHEDULE-IV**

Enquiry No: E4250008

19	The test certificates for the CRGO raw material provided by the vendor shall not be of a purchase lot / consignment which is older than 12 months as on the date of inspection.	Accepted / Not Accepted
20	Vendor has to confirm that against the Purchase Orders placed by BHEL, the test certificate for the CRGO raw material should have proper correlation and traceability with the cut core laminations of the purchase order. This correlation shall be the vendor's responsibility at the time of inspection at their works.	Accepted / Not Accepted
21	Proper packing is to be done so that stack is not disturbed in transportation, packing should be limb wise. PO. NO. / W.O. No. / Set no. / Gross Weight / Net Weight should be mentioned in bold letters on each case / Box. While packing it should be ensured that there is no rusting on stacks during storage and transportation.	Accepted / Not Accepted
22	Selected option for stacking factor: (i) Stacking Factor 0.97 (ii) Weighted average of Stacking Factor (SF) of Rolls (as shown on the mill TC) offered for Raw Material inspection minus 0.005 { If weighted average of stacking factor of Rolls as shown on mill TC is X, Then 'SF' will be (X-0.005)}.	(i) Or (ii) [ Please tick the option accepted]
24	During dispatch the Material to be supplied on sturdy wooden pallets duly stacked in "READY TO BUILD CORE" condition. Packing, covering and banding of the lamination stacks shall be suitable to prevent ingress of dust and moisture as well as to avoid slippage / damage of the core laminations during transit & handling.	Accepted / Not Accepted
25	In this R/C some of the laminations may be required for PGCIL / NTPC project. In such case orders will be given to the approved suppliers of PGCIL / NTPC as the case may be.	Accepted / Not Accepted

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**Material Management : A & S Section**

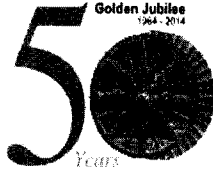
PO: BHEL, JHANSI – 284129 UP

**SCHEDULE-IV** Fax: 0510-2412120, Ph 0510-2412459, 2412732

Email: mlahirwar@bheljhs.co.in

Enquiry No: E4250008

26	Material is to be source inspected at the vendor's works by BHEL appointed third party inspection Agency or BHEL representative or customer representative for which one week advance intimation shall be given by the supplier. However, the final inspection for acceptance of quality and quantity shall be done at BHEL Jhansi works and incase of rejection, the material have to be replaced free of cost.	Accepted / Not Accepted
27	Inspection will be carried out as per above at supplier's works before, during and after Slitting / Cropping operations. Verification of purchase documents (INVOICE, BILLING OF LADING) & correlated Test Certificates for CRGO prime rolls will be carried out before the slitting operations.	Accepted / Not Accepted
28	Availability of at least one CNC Cropping line Machine for cutting of lamination width upto 770mm is required. <b>Note: Please confirm whether you have at least one CNC Machine as per our requirement mentioned as above.</b>	Confirm / not confirm
29	Kindly furnish the following about CNC Machine : A). Make of the CNC Machine: B). Origin country of the CNC Machine:	Please mention the name. ----- -----
30	Vendors have to confirm whether CNC Machine is presently in operation or not.	In operation / Not in operation
31	Max. punch diameter capacity of the CNC Machine for Laminations : Please mention the punch dia capacity of the CNC Machine)	Dia -----



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Enquiry No: E4250008

32	Please confirm that all of the below mentioned operations will be performed on the CNC Machine only. If any of these operations to be performed on another machine please specify separately: 1. Cropping 2. Mitring 3. Hole Punching (i) All operations to be performed on CNC Machine only (please tick) – C / M / HP (ii) Kindly mentioned which operation not to be performed on CNC Machine.	Confirm / Not Confirm  C / M / HP
33	This contract may or may not be finalized through Reverse Auction. H 1 (i.e. Highest bidder) found during sealed bid auction may not be allowed to participate in reverse auction. In case BHEL go for RA, please confirm your acceptance to participate in RA (non-conformance may lead to rejection of offer)	Accepted / Not Accepted
34	L1 bidder will be decided on the basis of (Basic Rate + ED + CST /VAT + Entry Tax @1%+ Any other Taxes, if applicable, - CENVAT benefit – Input Tax Credit.) for Both Grade : MOH & M4 separately.	Accepted / Not Accepted
35	Our general terms & condition given overleaf of the enquiry shall be applicable.	Accepted / Not Accepted
36	All other terms & conditions of the printed document R/C enquiry are also acceptable to the vendors.	Accepted / Not Accepted
37	Integrity Pact (refer page 19 to 24) has been read, understood, accepted, filled and duly signed.	Accepted / Not Accepted

**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 : .....

Signature of Bidder :  
Name :  
Designation :  
Seal :

Signature with Seal of Bidder

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 Email: mlahirwar@bheljhs.co.in

**SCHEDULE-V**

Enquiry No: E4250008

**Purchase Enquiry No: E4250008 REV 00**  
**PRICE BID (PART - B)**

Bidder Name: ..... Bidder's Ref. No. ....  
 To,  
 DGM (MM)  
 BHEL JHANSI-284120- UP

Subject: - Price Bid against your annual Rate Contract Enquiry no. E4250008 for CRGO Lamination Grade - MOH & M4 for Power & Dry Type Transformer.  
 Total landed cost after considering Cenvat and Input tax credit for CRGO laminations for Power & Dry Type Transformer as given below:

Sl.No.	Description	MOH Grade Rs /Kg	M4 Grade Rs / Kg
(A)-	BASIC RATE (Rs Per Kg)		
(B)-	ED & CESS( if applicable)		
(C)-	CST against form 'c'		
(D)-	VAT		
(E)-	Entry Tax @ 1 % of {(A)+(B)+(C)+(D)}		
(F)-	Cenvat benefit (same as B)		
(G)-	Input Tax Credit (same as D)		
(H)-	TOTAL LANDED COST '**' (A + B + C + D+E-F -G) per Kg { '**' This value to be quoted during reverse auction}	In figure	
		In words	

**NOTE :**

- (1). 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.), shall be liable to be REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.
- (2). For vendors outside Uttar Pradesh the state entry tax as applicable shall be payable by BHEL directly to the treasury. However for calculating landed cost, Entry Tax as at (E) above will be considered.
- (3). For vendors within Uttar Pradesh the vendors shall pay the state entry tax as applicable, on their invoice and the same shall be reimbursed by BHEL to the vendor on production of Form 'D' of Department of Commercial Taxes, Govt. of UP.

Signature of Supplier :  
 Name :  
 Designation :  
 Seal :

Signature with Seal of Bidder

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Email: mlahirwar@bheljhs.co.in

SCHEDULE-VI

Enquiry No: E4250008

INTEGRITY PACT

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 1 10049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART.

**And**

(description of the party along with address)

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for CRGO Lamination Grade M4 & MOH on finish basis as per tender enquiry E4250008. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

BHEL AA:MM:IP:RO1 dtd 1.4.2010

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## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

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### SCHEDULE-VI

Enquiry No: E4250008

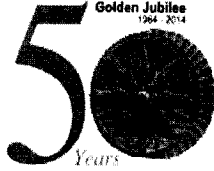
#### Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

Signature with Seal of Bidder



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**SCHEDULE-VI**

Enquiry No: E4250008

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

**Section 4 - Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

**Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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**SCHEDULE-VI**

Enquiry No: E4250008

- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

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

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. Upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

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[Regd. Office: BHEL House Siri Fort, New Delhi 110049]

Signature with Seal of Bidder



## BHARAT HEAVY ELECTRICALS LIMITED

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### SCHEDULE-VI

Enquiry No: E4250008

8.8 If the Monitor has reported to the CMD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BI-IEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.

8.10 The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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**SCHEDULE-VI**

Enquiry No: E4250008

BHEL AA:MM:IP:RO1 dtd 1.4.2010

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

<u>Name</u>	<u>Address</u>
Shri V.V.R. Sastry, Ex-CMD/BEL	957, 9 <sup>th</sup> Main, 3Stage, 3 Block Basaveswaranagar Bangalore-560079 Phone : +91 80 23225150 Email- <a href="mailto:sastry@gmail.com">sastry@gmail.com</a>

(Rachit Gogia )  
Sr.PO (MM)  
Bhel Jhansi

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

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

Witness 1 : \_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

Place : \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

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SCHEDULE-VII

Enquiry No: E4250008

**Business Rules, Terms & Conditions of Online Reverse Auction for the procurement MOH & M4 Grade CRGO Laminations on finish basis.**

<p><b>BUYER'S NAME</b></p>	<p>M L Ahirwar Dy GM (MM) BHEL, Jhansi – 284129 Email : mlahirwar@bheljhs.co.in Phone : 0510-2412459 , Fax : 0510-2412120 Cell : 09453001066 (or) Mr. Rachit Gogia Sr Purchase Officer (MM) BHEL, Jhansi – 284129 Email : rachitgogia@bheljhs.co.in Phone : 0510-2412732, Fax : 0510-2412120 Cell : 08004947893</p>
<p><b>Auction to be conducted by</b></p>	<p>M/s C1 India Pvt. Ltd. C-104, Sector-2, Noida, U. P. – 201 301, India. Ph. Nos. : +91-120-4746822 Fax No. : +91-120-4746810  Ms Manasi Mob : 09971964343 E-mail : mansi.kumar@c1india.com  Mr. Rahul Mob : 09560905559 E-mail : rahul.bharadwaj@c1india.com  Mr. Sandeep Mob : 09560805554 E-mail : sandeep.singh@c1india.com  Ms Prity Mob : 09910433177 E-mail : prity.sharma@c1india.com</p>
<p><b>Date of auction</b></p>	<ul style="list-style-type: none"> <li>- Date : Intimated later on</li> <li>- Online sealed bid auction time : 2:00 PM – 2:30 PM (IST)</li> <li>- Online reverse auction time : 3:00 PM – 4:00 PM (IST)</li> <li>- Online auction website : <a href="https://auctions.c1india.com">https://auctions.c1india.com</a></li> </ul>
<p><b>Documents attached: ( To be send to the bidders)</b></p>	<ol style="list-style-type: none"> <li>1. Terms and conditions of Reverse Auction (Schedule - VI)</li> <li>2. Business rules for Reverse Auction (Schedule -VI )</li> <li>3. Process compliance form (page- 45, Schedule - VI )</li> <li>4. Details of items to be Reversed Auctioned (Schedule -VI)</li> <li>5. Post RA price confirmation by bidder (Schedule - VII)</li> </ol>

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**SCHEDULE-VII**

Enquiry No: E4250008

**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 (Schedule - VII) 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, as per Schedule - VII 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.
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.



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**SCHEDULE-VII**

Enquiry No: E4250008

**Business Rules for Reverse Auction**

This has reference to tender enquiry no. E4250008 dated ----- BHEL shall finalize the Rates for the supply of MOH & M4 Grade CRGO Lamination on finish basis (qty and spec as per tender enquiry E4250008) through Reverse Auction mode. BHEL has made arrangement with M/s. C1 India Pvt. Ltd. NOIDA, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same. The technical & commercial terms are as per (a) BHEL Tender Enquiry No. E4250008 dated ----- (b) Bidders technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. **Schedule for reverse auction :-** The reverse auction is tentatively schedule on (Shall be intimated later on)

**Online Sealed bid :-**

- . Start Time : 2 :00 P.M.
- . Close Time : 2: 30 P.M

**Online Reverse Auction:-**

- . Start Time : 3 :00 P.M.
- . Close Time : 4 :00 P.M

2. **Auction extension time :** If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 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 5 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 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

Complaints / Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail / fax to M/s C1 India Pvt. Ltd. NOIDA with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

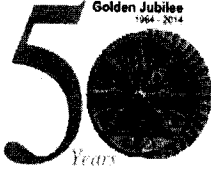
3. **Bid price:** The Bidder has to quote the F.O.R. BHEL Jhansi Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + Cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. **Bidding currency and unit of measurement:** Bidding will be conducted in {Indian Rupees per Kg.} of the material as per the specifications mentioned in tender enquiry E4250008.  
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 in case of two part bid) shall be considered for conversion in Indian Rupees.
5. **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.
6. **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.

Signature with Seal of Bidder

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**SCHEDULE-VII**

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7. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
8. **Procedure of Reverse Auctioning**
  - (i). **Online Sealed Bid:** The 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.
9. If no bid is received in the auction system / website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders). In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction / retendering will be conducted for these items.

10. **Only those bidders who have submitted the 'online sealed bid' within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

11. 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.
12. Computerized reverse auction shall be conducted by BHEL (through M/s. C1 India Pvt. Ltd. NOIDA), on pre-specified date, while the bidders shall be quoting from their own office / place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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 bidder's responsibility / decision to send fax communication immediately to M/s. C1 India Pvt. Ltd. NOIDA furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to 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

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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, the 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. C1 India Pvt. Ltd. NOIDA is responsible for such eventualities.

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

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

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

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

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

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. **M/s. C1 India Pvt. Ltd. NOIDA** shall arrange to demonstrate / train the bidder or bidder's nominated person(s), without any cost to bidders. **M/s. C1 India Pvt. Ltd. NOIDA** shall also explain the bidders, all the rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction after the completion of auction to **M/s. C1 India Pvt. Ltd. NOIDA** besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.



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18. Bidder's bid will be taken as an offer to execute the work / supplies the item as per enquiry no. **E4250008** dated----- 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 in vogue.
19. Bidders shall be assigned a Unique User Name & Password by BHEL or **M/s. C1 India Pvt. Ltd. NOIDA**. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL / **M/s. C1 India Pvt. Ltd. NOIDA** to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders / bidder's company.
20. 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
21. After receipt of the system report from the **M/s. C1 India Pvt. Ltd. NOIDA** after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
22. BHEL reserves the right to cancel the Reverse Auction process / tender at any time, before ordering, without assigning any reason.
23. 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.
24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
25. Bidders are required to submit their acceptance to the terms / conditions / modalities before participating in the Reverse Auction in the process compliance Form enclosed herewith.
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of **M/s. C1 India Pvt. Ltd. NOIDA** the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.



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**SCHEDULE-VII**

Enquiry No: E4250008

**Details of item (s) to be Reverse Auctioned**

**Item Description : MOH & M4 Grade CRGO Lamination for Power & Dry Type Transformers on finish basis according to purchase enquiry E4250008.**

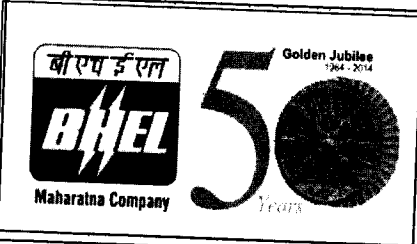
Sl.No.	Description	Grade	Total Qty.(Approx.)
I(A).	Power Transformer Laminations to Grade 27H103(MOH) as per spec. BP10988 Rev04 and our Typical Core sheet of W.O. 70787A ( Sheet 1-6) & drawing no 14997000016. The core could be Bolted / Boltless type and 3 Limb/ 5 Limb construction Width of lamination may vary between 150 MM to 770 MM length & may be required up to 4000 MM	MOH	750 MT± 30%
I(B).	Dry Type Transformer Laminations to Grade 27H103(MOH) as per spec. BP10988 Rev04 and our typical Core sheet of W.O. 71157P and drawing 14737050017 rev 02. The Core Could be Bolted/ Boltless and 3 limb construction. Width of Lamination may be vary from 50 MM to 450 MM and length may be required up to 2500 MM.	MOH	250 MT± 30%
(I)	<b>Total Qty. for MOH Grade (Approx.)</b>		<b>1000 MT+/-30%</b>
II(A).	Power Transformer Laminations to Grade 27G051(M4) as per spec. AA10905 Rev08 and our typical Core sheet of W.O. 71386A (Sheet 1-6) . Drawing no 34647000240 rev 00. Core could be bolted / boltless and 3 limb /5 limb construction. Width of lamination may vary between 150 MM to 770 MM & length may be required up to 4000 MM	M4	200 MT± 30%
II(B).	Dry Type Transformer Laminations to Grade 27G051 (M4) as per spec. AA10905 Rev08 and our typical Core sheet of W.O. 71400T and drawing 14737050017 rev 02. Core could be BOLTED/BOLTLESS & 3 Limb constructions. Width of Lamination may be vary from 50 MM to 450 MM and length may be required up to 2500 MM.	M4	300 MT ±30%
(II)	<b>Total Qty. for M4 Grade (Approx.)</b>		<b>500 MT+/-30%</b>

**Note : Initial quantities for Reverse Auction (RA-01) shall be 420MT±30% for Item #1(MOH) and 180MT±30% for Item #2(M4). BHEL shall invite only separate prices for ordering beyond above period.**

**Proposed RA Date : Shall be intimated later on.**

The offers of all the bidders are technically & commercially frozen after subsequent correspondence/ clarification received from the bidders.

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SCHEDULE-VII

Enquiry No: E4250008

**Process Compliance Form**

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

To,  
M/s C1 India Pvt. Ltd.  
C-104, Sector-2,  
Noida, U. P. - 201 301, India.  
Ph. Nos. : +91-120-4746822  
Fax No. : +91-120-4746810

**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 **MOH & M4 Grade CRGO Lamination for Power & Dry Type Transformers on finish basis according to purchase enquiry E4250008** as under:

Sl.No.	Description	Grade	Total Qty.(Approx.)
I(A).	Power Transformer Laminations to Grade 27H103(MOH) as per spec. BP10988 Rev04 and our Typical Core sheet of W.O. 70787A ( Sheet 1-6) & drawing no 14997000016 . The core could be Bolted / Boltless type and 3 Limb/ 5 Limb construction Width of lamination may vary between 150 MM to 770 MM length & may be required up to 4000 MM	MOH	420 MT± 30%
I(B).	Dry Type Transformer Laminations to Grade 27H103(MOH) as per spec. BP10988 Rev04 and our typical Core sheet of W.O. 71157P and drawing 14737050017 rev 02. The Core Could be Bolted/ Boltless and 3 limb construction. Width of Lamination may be vary from 50 MM to 450 MM and length may be required up to 2500 MM.		
(I)	<b>Total Qty. for MOH Grade (Approx.)</b>	<b>420 MT+/-30%</b>	
II(A).	Power Transformer Laminations to Grade 27G051(M4) as per spec. AA10905 Rev08 and our typical Core sheet of W.O. 71386A (Sheet 1-6) . Drawing no 34647000240 rev 00. Core could be bolted / boltless and 3 limb /5 limb construction. Width of lamination may vary between 150 MM to 770 MM & length may be required up to 4000 MM	M4	180 MT± 30%
II(B).	Dry Type Transformer Laminations to Grade 27G051 (M4) as per spec. AA10905 Rev08 and our typical Core sheet of W.O. 71400T and drawing 14737050017 rev 02. Core could be BOLTED/BOLTLESS & 3 Limb constructions. Width of Lamination may be vary from 50 MM to 450 MM and length may be required up to 2500 MM.		
(II)	<b>Total Qty. for M4 Grade (Approx.)</b>	<b>180 MT+/-30%</b>	

Signature with Seal of Bidder



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SCHEDULE-VII

Enquiry No: E4250008

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 terms & conditions 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 email / fax the price confirmation & break up of our quoted price (including that of line items) as per schedule - VII within two working days (of BHEL) after completion of RA event, besides sending the same by registered post / courier both to M/s. BHEL M/s. C1 India Pvt. Ltd. NOIDA.

We, hereby confirm that we will honor 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 & fax it to M/s C1 India Pvt. Ltd. NOIDA Prior to start of évent.

- Attach a signed copy of the RFQ document along with the Agreement Form / Process Compliance form and send to M/s. C1 India Pvt. Ltd. NOIDA.

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**SCHEDULE-VIII**

Enquiry No: E4250008

**Purchase Enquiry No: E4250008 rev 00**

**R.A PRICE CONFIRMATION & PRICE BREAK-UP SHEET**

Bidder Name:.....

Bidder's Ref. No.....

To,  
M/s C1 India Pvt. Ltd.  
C-104, Sector-2,  
Noida, U. P. – 201 301, India.  
Ph. Nos. : +91-120-4746822  
Fax No. : +91-120-4746810

Subject: - Final price quoted during Reverse Auction and Price Break-up sheet for MOH & M4 Grade CRGO Laminations for Power & Dry Type Transformers on Finish Basis. Against E4250008.

We confirm the Total landed cost exclusive Cenvat / Input tax credit for CRGO laminations for Power Transformer during Reverse Auction as given below:

Sl.No.	Description	Rate in Rs. Per Kg on finish basis for MOH Grade	Rate in Rs. Per Kg on finish basis for M4 Grade
(A)-	BASIC RATE (Rs Per Kg)		
(B)-	ED & CESS( if applicable)		
(C)-	CST against form C		
(D)-	VAT		
(E)-	Entry Tax @ 1% of {(A)+(B)+(C)+(D)}		
(F)-	Cenvat benefit (same as B)		
(G)-	Input VAT Credit (same as D)		
(H)-	TOTAL LANDED COST '** (A + B + C + D+E-F -G) per Kg { '** This value to be quoted during reverse auction}	In figure	
		In words	

- (1). If the price bid is 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.), the offer shall be liable to be REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.
  - (2). for vendors outside Uttar Pradesh the state entry tax as applicable shall be payable by BHEL directly to the treasury. However for calculating landed cost, Entry Tax as at (E) above will be considered.
  - (3). for vendors within Uttar Pradesh the vendors shall pay the state entry tax as applicable, on their Invoice and the same shall be reimbursed by BHEL to the vendor on production of Form 'D' of Department of Commercial Taxes, Govt. of UP.
- Thanking you and looking forward to the valuable order from BHEL.

Signature of Supplier :  
Name :  
Designation :  
Seal :

Copy to : Dy GM(MM), BHEL Jhansi

Signature with Seal of Bidder