



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: E4240072 14/02/15
 REV NO/DT: 0 14/02/15
 PAGE 1
 6

JSC140/M2053

PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS PREPRINTED OVERLEAF AND/OR ATTACHED AND REMARK PRINTED UNDERNEATH.

Enqr Due on: 17-03-15 TUESDAY
 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

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

Bid Type: TWO BID
 Tot Item: 2
 Delivery: FOR Jhansi
 E-Proc: No

ITEM NO : 1 PSL QTY/UM: 1400.00 MT
 MATL CODE : TR170984A102 PO QTY /UM: 1400000.00 KG
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
POWER TRANSFORMER LAMINATIONS	APR-15	300.00
GRADE 23ZDKH85 AS PER PS	JUN-15	300.00
-BP10984 REV 02 AND TO OUR TYPICAL	AUG-15	300.00
CORE SHEET OF WO NO.71065A BOLTLESS	OCT-15	300.00
SPECIFIC LOSS SHALL NOT BE GREATER THAN 0.85 WATT/KG AT 1.7 TESLA	JAN-16	200.00

ITEM NO : 2 PSL QTY/UM: 900.00 MT
 MATL CODE : TR170979A102 PO QTY /UM: 900000.00 KG
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
POWER TRANSFORMER LAMINATIONS	APR-15	100.00
GRADE 27ZDKH90 AS PER PS	MAY-15	200.00
-BP10985 REV 02 & JS10999 REV 00 A	JUL-15	200.00
ND TO OUR TYPICAL	SEP-15	100.00
CORE SHEET NO. 14997000016 REV-00 O	OCT-15	200.00
F WO 70979A BOLTLESS	DEC-15	100.00
SPECIFIC LOSS SHALL NOT BE GREATER THAN 0.90 WATT/KG AT 1.7 TESLA		

SPECIAL REMARKS:

1. BIDDERS ARE REQUIRED TO READ QUALIFICATION CRITERIA CAREFULLY AND SUBMIT THE QUALIFYING DATA/DOCUMENT ALONGWITH TECHNO-COMMERCIAL BID.
2. OFFER TO BE SUBMITTED IN TWO BID.
3. OFFER TO BE SUBMITTED IN LINE WITH THE TENDER DOCUMENTS.
4. BHEL MAY GO FOR REVERSE AUCTION FOR FINALISING THE RATES.
5. RATE SHOULD BE QUOTED FOR FINISH LAMINATION AND ON FIRM BASIS.
6. QTY MAY BE DISTRIBUTED AMONG MORE THAN 01 SOURCE AS PER CL.10 SCH-IV OF TENDER DOCUMENTS.
7. QUANTITY VARIATION MAY BE +/- 30%.
8. 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.
9. PRICES CALLED HERE ARE FOR QTY 900 MT +/- 30% FOR ITEM 01 AND 500 MT +/- 30% FOR ITEM 02. THE PRICES SHALL BE VALID FOR ORDERING FOR THREE MONTHS FROM DATE OF ISSUE OF RATE CONTRACT AND FOR SUPPLY TWO MONTHS THEREAFTER
10. FOR ORDERING BEYOND ABOVE PERIOD SEPARATE PRICE BIDS WILL BE CALLED

Handwritten signature and date: 14/2/15



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: E4240072 14/02/15
REV NO/DT: 0 14/02/15

PAGE 2
6

JSC140/M2053

FROM THE TECHNO-COMMERCIALY QUALIFIED VENDORS.

11. RATE CALLED ARE FOR BOLTLESS CORE OF BOTH ITEMS. HOWEVER IN CASE ORDER IS PLACED FOR BOLTED CORE AN ADDITIONAL 1.5% ON BASIC RATE WILL BE PAID TO SUPPLIER.

12. PLEASE SUBMIT YOUR OFFER ON OR BEFORE DUE DATE AND TIME. OFFER RECEIVED AFTER DUE DATE AND TIME WILL BE TREATED AS 'LATE' TENDER AND WILL NOT BE OPENED.

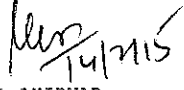
13. PLEASE CONTACT SR.MGR(MM) AT 0510-2412459 (MLAHIRWAR@BHELJHS.CO.IN) AND MR RACHIT GOGIA, PO(MM) AT 0510-2412732 (RACHITGOGIA@BHELJHS.CO.IN) FOR ANY CLARIFICATION

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

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.

ENCLOSERS: DRAWING/ CATALOGUE/ SPECIFICATION/ SPL CONDTSN/ Q S PLAN/ SEE REMARKS

FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD


MOTI LAL AHIRWAR
SR MANAGER (MMX)
Email:-mlahirwar@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.



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

64

Tender documents for Rate Contract/ Frame work Agreement

No: E4240072 REV 00

For

23HP85d (23ZDKH85) AND 27HP90d (27ZDKH90) CRGO Laminations on Finish.

CONTENTS

Part-A			
Sl No	Particulars	Schedule No	Page no.
01	Quantities covered by the Annual Rate Contract/ Frame Work Agreement.	Schedule -I	02
02	Qualifying Criteria for Bidders	Schedule -II	03
03	Instructions for submission of Tender	Schedule -III	04-05
04	Techno Commercial Terms & Conditions	Schedule -IV	06-10
05	Techno Commercial Bid: (Part-A) consist of General Information, Qualifying data and Commercial condition.	Schedule -V	11-17
06	Blank Price Bid	Schedule -VI	18
07	Integrity Pact	Schedule -VII	19-23
08	Business Rules for on Line Reverse Auction including Price Break-up sheet after "Reverse Auction".	Schedule -VIII	24-33
Part-B			
10	Sealed Price Bid : (Part-B)	Schedule -VI	18

Prepared by	Checked by	Counter Checked by	Approved by
 Rachit Gogia Purchase Officer(MM)	 ML Ahirwar Sr.Manager(MM)	 Arun Verma DGM (MM)	 C Venkat Babu AGM(MM)



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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

(63)

SCHEDULE-I

Quantities Covered by the rate contract/FWA:

A: Quantity Covered in this rate contract/ Frame Work Agreement enquiry are as follows:

Item Sl.No.	Description	Grade	Total Qty.(Approx.)
001	Power Transformer Laminations Grade 23HP23ZDKH85 (23HP85d) on finish basis AS PER BP10984 REV 02 AND TO OUR TYPICAL CORE SHEET OF WO: 71065A BOLTLESS OR BOLTED . SPECIFIC LOSS SHALL NOT BE GREATER THAN 0.85 WATT/KG AT 1.7 TESLA. CORE COULD BE OF 3 LIMBS OR 5 LIMBS CONSTRUCTION.	<u>23HP85d</u> <u>(23ZDKH85)</u>	1400 MT ± 30%
002	Power Transformer Laminations Grade 27HP90d (27ZDKH90) on finish basis AS PER BP10985 REV 02 & JS10999 REV 00 AND TO OUR TYPICAL CORE SHEET OF WO: 70979A BOLTLESS OR BOLTED . SPECIFIC LOSSES SHALL NOT BE GREATER THAN 0.90 WATT/KG AT 1.7 TESLA. CORE COULD BE OF 3 LIMBS OR 5 LIMBS CONSTRUCTION.	<u>27HP90d</u> <u>(27ZDKH90)</u>	900MT± 30%
	Total 1+2		2300 MT +/-30%

This requirement is tentative and may vary up to ± 30% tolerance depending upon BHEL's order book position and production requirement.

Techno-commercial conditions will be frozen for above quantities which shall be valid for ordering for 12 Months & supply 2 months thereafter from date of finalization of first rate contract.

B: Initial quantities for ordering for 3 months (tentatively from April'2015 to June 2015) and supply 2 months thereafter shall be as under:

Item Sl.No.	Description	Grade	Total Qty.(Approx.)
001	Power Transformer Laminations Grade 23HP23ZDKH85 (23HP85d) on finish basis.	<u>23HP85d</u> <u>(23ZDKH85)</u>	900 MT ± 30%
002	Power Transformer Laminations Grade 27HP90d (27ZDKH90) on finish	<u>27HP90d</u> <u>(27ZDKH90)</u>	500MT± 30%

Bidder are required to submit price bid for initial quantities only. BHEL shall invite separate price bid for requirement beyond Aug-2015 from techno-commercial qualified bidders only to finalized rate contract.



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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

62

SCHEDULE-II

Qualification Criteria for Rate Contract/ Frame work agreement Enquiry no. E4240072 for Procurement of CRGO Laminations on Finish Basis

Qualification Criteria:

Bidders who are registered with BHEL Jhansi under material category 421005 (Laminations for Power Transformer, Boltless and Bolted lamination with permanent vendor code will qualify for supply under this tender however such bidder must have supply backup from any of the following mills for assured supply of CRGO rolls:

- a. M/s A K Steel USA.
- b. M/s Metal one Corporation (Mill – Nippon steel & Sumitomo Metal Corp.), Japan
- c. M/s POSCO India Pune Processing Center Pvt Ltd (Mil POSCO Korea)
- d. M/s JFE Shoji Trade Corp. (Mill JFE Steel Corporation) Japan.
- e. M/s Thyssen Krupp Electrical Steel, GMBH Germany (For 27HP90d/27ZDKH90 Only)

OR

Bidders who are not registered with BHEL Jhansi under material category 421005 (Laminations for Power Transformer, Boltless and Bolted lamination) with permanent code or are not registered with BHEL Jhansi under material category 421005 and wish to supply this item may also submit duly filed bid. For such Bidders the following qualifying criteria will apply:

1. Bidder should have average annual financial turnover of Rs 13.5 Crores during last 3 years ending 31st March 2014. Bidder has to submit the notarized copy of audited balance sheet as a proof. In case balance sheet of 2013-14 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 Metal Corp.), Japan
 - III. M/s POSCO India Pune Processing Center Pvt Ltd (Mil POSCO Korea)
 - IV. M/s JFE Shoji Trade Corp. (Mill JFE Steel Corporation) Japan.
 - V. M/s Thyssen Krupp Electrical Steel, GMBH Germany (For 27HP90d/27ZDKH90 Only)
- a. Bidder must have supplied at least 690MT finish lamination of HIB grade (MOH/ZDKH90/ZDKH85) to reputed transformer manufacturers i.e. BHEL/CGL/ABB/TELK/Areva/Siemens/EMCO/BBL/T&R/Kanohar 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.
- b. 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.
- c. Bidder must be experienced with stage inspection (by customer/ third party) for HIB grade material. As a proof 3 complete stage inspection reports (including final report) be furnished along with bid.



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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

SCHEDULE-III

6

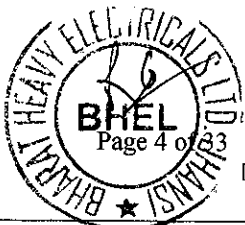
INSTRUCTIONS FOR SUBMISSION OF TENDER

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, V, VII & VIII. In addition to above, price bid as per schedule-VI 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 (Schedule-VI).

2. The vendors shall submit Part-A and Part-B of their bids in two different sealed envelopes duly super-scribing Enquiry No. E4240072, Part No. of the bid and due date. These two parts of the bid shall be kept together in a third envelope super-scribing Enquiry No E4240072, due date and time of opening as indicated in the tender enquiry.
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. Vendors have to arrange back up support letters from the mills specified in tender documents directly to sr. manager (MM) BHEL JHANSI. In absence of the back up support letters bid may not be considered
5. 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.
6. 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.
7. 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.
8. 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.



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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

60

SCHEDULE-III

9. BHEL reserves the right to go for REVERSE AUCTION (RA) instead of opening the sealed 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.
10. 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.
11. H1 (Highest) Bidder found during sealed bid auction may not be allowed to participate in reverse auction.

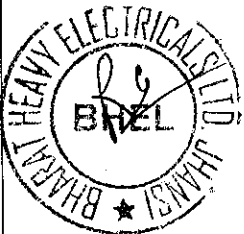
We confirm above instructions have been fully understood and the price bid has been submitted exactly in line with format at Schedule- VI without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order, quantity, slab rate, discount for quantity, different terms & pay etc.) . BHEL has full right not to accept our offer.

Signature of Bidder :

Name :

Designation :

Seal :





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

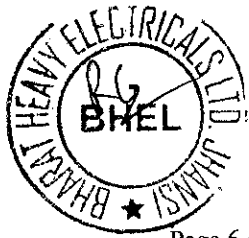
Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

51

SCHEDULE-IV

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 for 23HP85d (ZDKH85) and 27HP90d (27ZDKH90) Grade separately considering Boltless Core. **An additional 1.5% of basic rate shall be paid to supplier if BHEL order the Bolted core.**
- 3 Rates shall be quoted duly considering the CENVAT/VAT 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 **120 days from tender opening date** and further it will be extend for 120 days from the date of opening of Price Bid / Reverse Auction.
- 7 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.
- 8 **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.**
- 9 **Evaluation of tender:** After opening of the techno-commercial bid, the bids will be evaluated on basis of qualifying criteria mentioned in Schedule –II. Further the bids shall be evaluated on techno-commercial ground and only qualified bidders will be allowed to participate in Reverse auction or their price bid will be opened. Only qualified bidder shall be intimated for Reverse auction or Price bid opening on fixed date. **The Evaluation of prices will be done item wise and based on the landed cost to BHEL.**





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

8

SCHEDULE-IV

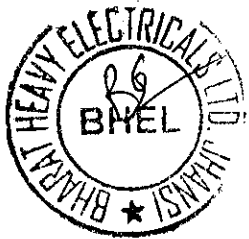
- 10 **Manner of Splitting of rate Contract Quantity:** Contract may be established with 'n-1' suppliers (where n is techno-commercially accepted vendors) limited to 4 suppliers for execution of this contract and quantity distribution among L1, L2..... to & L4 would be in the ratio (%) as shown in the below table based on L1 agreed rate.

No of vendors	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10	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

- 11 The L1 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 negotiated rate.
- 12 One set of ink signed test certificate for laminations as well as CRGO rolls used in the manufacturing must be sent directly to the officials who have issued the Purchase Order alongwith other shipping documents immediately after shipment of material in case of order.
- 13 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.



Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

5

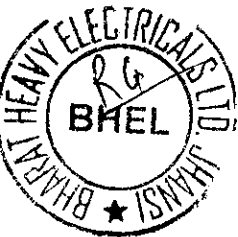
SCHEDULE-IV

- 14 **Penalty Clause:** If the material is not supplied within the stipulated time schedule, BHEL shall be within their right to 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.
- 15 **LD Clause:** Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the undelivered & delayed portion only of order value unless mutually agreed otherwise.
- 16 **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.
- 17 Vendors have to procure the material for manufacturing laminations from the following BHEL approved Mills/Manufacturers only.
- M/s A K Steel USA.
 - M/s Metal one Corporation (Mill – Nippon steel & Sumitomo Metal Corp.), Japan
 - M/s POSCO India Pune Processing Center Pvt Ltd (Mil POSCO Korea).
 - M/s JFE Shoji Trade Corp. (Mill JFE Steel Corporation) Japan.
 - M/s Thyssen Krupp Electrical Steel, GMBH Germany (**For 27HP90d/27ZDKH90 Only**)

If there any customer specific requirement then it will be mentioned on our purchase order accordingly and vendor has to supply the material of customer specified mills only. **Raw material (Prime Rolls) used from any other manufacturer's shall not be acceptable.** While tying-up with Mills and obtaining back-up support letter from them, Ministry of Steel (Govt. of India) order of 31 March 2014 (Second amendment) regarding mandatory 'BIS' certification of CRGO may be kept in view.

Backup support arrangement letter for supply of PRIME ROLLS of TENDERED GRADE CRGO IN SUFFICIENT QTY. (TO BE SPECIFIED MENTIONING TENDER ENQUIRY E4240072) from above stated mills (or proper authorised channel) will be sent directly via mail/ fax/ courier / registered post to Sr. Manager (MM) BHEL Jhansi (E-mail mlahirwar@bheljhs.co.in) . In absence of back-up support letter, offer will be commercially rejected.

- 18 **PVC Clause:** Price shall be firm during the period of ordering. No PVC Shall be applicable.
- 19 Quantities mentioned in Schedule-I A are for rate contract/ Frame Work Agreement for a period of 12 Months for ordering and 2 months thereafter for supply. Techno-commercial conditions will be frozen for above quantities which shall be valid for ordering for 12 Months & supply 2 months thereafter from date of finalization of first rate contract. **Initial quantities for ordering for 3 months from date of issue of rate contract (tentatively from April'2015 to June 2015) and supply 2 months thereafter (tentatively upto 31/08/2015) shall be as per Schedule-I B.** Bidder are required to submit price bid for initial quantities only. BHEL shall invite separate price bid for requirement beyond Aug-2015 from techno-commercial qualified bidders only to finalized rate contract.



Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

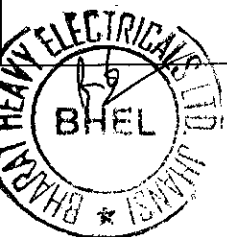
Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

30

SCHEDULE-IV

- 20 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.
- 21 In this Rate contract, 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.
- 22 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.
- 23 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.
- 24 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.
- 25 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.
- 26 **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 - ± 0.01 mm
 - Tolerances shall be as per Check List ref No. TR15035C
 - Burr level on any cutting edge – Maximum 30 Microns only.
 - For Stacking factor any one of the following two options are available :
 - Stacking Factor **0.96 for 23HP85d and 0.97 for 27HP90d** grade laminations.
 - 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.
- 28 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 rate contract.
- 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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

SCHEDULE-IV

28

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

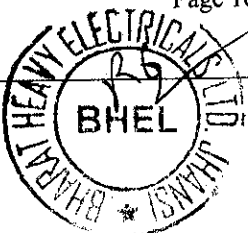
Signature of Bidder :

Name :

Designation :

Seal :

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





E4240072

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

54

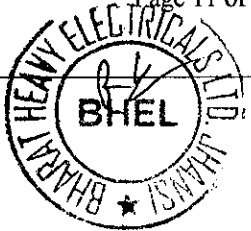
SCHEDULE-V**TECHNO COMMERCIAL BID (PART-A)**

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

SUPPLIER'S NAME -

General information

Sl.No.	Terms & Condition	Remarks
1	Please furnish your permanent vender code with BHEL Jhansi (Applicable for BHEL Jhansi PMD venders only)	
2	Address of the supplier to be registered with BHEL (Also mention Name of works if different from registration address)	
3	Permanent Account No (Please attach copy of PAN card)	
4	Central Sales Tax Registration Number (Please attach copy of Registration)	
5	State Sales Tax Registration /TIN Number (Please attach copy of Registration)	
6	Excise Duty Registration Number (Please attach copy of Registration)	
7	Excise Control Code Number (Please attach copy of Registration)	
8	Service Tax Registration Number (Please attach copy of Registration)	
9	Category as per MSMED Act Registration no Valid upto (please attached notarized copy of Certificate)	Micro/Small/Medium No ----- Validity -----
10	Are you registered with any BHEL unit for same product, if yes please mention vender code and unit.	Yes/ No
11	Are you registered with NTPC/PGCIL for same product, if yes please attached copy of registration.	Yes/ No
12	Is the Company ISO 9000/ ISO 14000/ ISO 18000 approved, if yes please attached copy of ISO certificate (s).	Yes/ No
13	Capacity reserved for BHEL Jhansi in MT per month for this tender. (Please only quote the capacity which can actually be met) MT per month
14	Present rate of Excise duty with Cess @ %
15	Present rate of VAT / CST @ %
16	Entry Tax @ 1% (to be directly paid by BHEL for outside UP venders)	
17	Delivery Period from date of purchase order / LOI, whichever is earlier. in weeks

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in



SCHEDULE-V

Qualifying data:

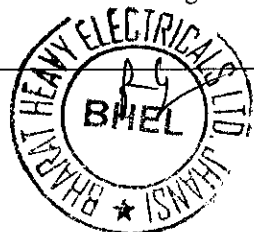
Sl.No.	Terms & Condition	Remarks
1	Average annual financial turnover during last 3 years ending 31 st March 2014. Croes (please attach notarized copy of audited balance sheet for last 3 years)
2	Having at least ONE CNC cropping line with width capacity of 770 mm.	Yes/No (Please attach details & photograph)
3	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 Metal Corp.), Japan c. M/s POSCO India Pune Processing Center Pvt Ltd (Mill POSCO Korea). d. M/s JFE Shoji Trade Corp. (Mill JFE Steel Corporation) Japan. e. M/s Thyssen Krupp Electrical Steel, GMBH Germany (For 27HP90d/27ZDKH90 Only)	Yes/No (Please arrange backup letter as per clause 17 schedule IV)
4	Have supplied at least 690MT finish lamination of HiB grade (MOH/ZDKH90/ZDKH85) to reputed transformer manufacturers i.e. BHEL/CGL/ABB/TELK/Areva/Siemens/ EMCO/BBL/T&R/ Kanohar 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)
5	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.	Yes/No (Please attach copy of POs)
6	Do you have experience with stage inspection (by customer/ third party) for HiB 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)

Note:

General Information: – Point no 2 to 12 are applicable for those vender who are not registered in our PMD as permanent code and point no 1 is applicable for permanent PMD venders only however points no 13 to 17 are to be filled by all venders.

Qualifying data: -Point no 1, 2,3, 4,5 & 6 are applicable for those vender who are not registered in our PMD as permanent code however point no 3 will be applicable for permanent PMD venders also.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





E4240072

BHARAT HEAVY ELECTRICALS LIMITED

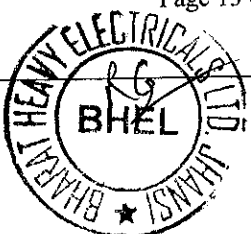
(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in**SCHEDULE-V****COMMERCIAL PART.**

Sl.No.	Terms & Condition	Remarks
1	The supply of 23HP85d (23ZDKH85) and 27HP90d (27ZDKH90) Grade CRGO laminations for Power Transformers on finish basis for Boltless/Bolted Core shall be as per Schedule - I.	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
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 120 days from the date of opening of the tender and further it will be extend for 120 days from the date of opening of Price Bid / Reverse Auction.	Accepted / Not accepted
8	Penalty Clause : -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 & condition, 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	LD Clause :- Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the undelivered & delayed portion only of order value unless mutually agreed otherwise.	Accepted / Not accepted
10	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 tough 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.	Accepted / Not Accepted

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



E4240072

BHARAT HEAVY ELECTRICALS LIMITED

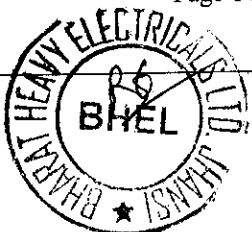
(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in**SCHEDULE-V**

Sl.No.	Terms & Condition	Remarks
11	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.	Accepted / Not Accepted
12	Manner of splitting shall be as per Para 10 of schedule- IV of this tender documents.	Accepted / Not Accepted
13	The L1 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.	Accepted / Not Accepted
14	Quality Plan QP/PT/CRGO/890 and any customer specific quality plan shall be followed. Sample testing at CPRI/ ERDA / any other NABL accredited laboratory may have to be carried-out by vendor as per customer requirement for which original bills has to be submitted duly mentioning purchase order and same will be reimbursed at actual by the BHEL.	Accepted / Not Accepted
15	CRGO Prime Rolls used for laminations shall be Strictly of the any of the followings Mills: I. M/s A K Steel USA. II. M/s Metal one Corporation (Mill - Nippon steel & Sumitomo Metal Corp.), Japan III. M/s POSCO India Pune Processing Center Pvt Ltd (Mill POSCO Korea). IV. M/s JFE Shoji Trade Corp. (Mill JFE Steel Corporation) Japan. V. M/s Thyssen Krupp Electrical Steel, GMBH Germany (For 27HP90d/27ZDKH90 Only) All other terms and required documents will be as per Para 17 of schedule III of this tender documents.	Accepted / Not Accepted
16	One set of ink signed test certificate for laminations as well as CRGO rolls used in the manufacturing must be sent directly to the official who has issued the Purchase Order alongwith other shipping documents immediately after shipment of material in case of order.	Accepted / Not Accepted
17	Please confirm material availability of the required Grade from the original manufacturer of the raw material as per remarks 15.	Please confirm

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

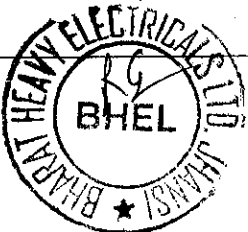
Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in



SCHEDULE-V

Sl.No.	Terms & Condition	Remarks
18	The test certificates for the CRGO raw material provided by the vendor shall not be of a purchase lot / consignment which are older than 12 months as on the date of inspection.	Accepted / Not Accepted
19	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
20	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
21	When measured thickness variation within each sets should be only ± 0.01 MM.	Accepted / Not Accepted
22	Selected option: (i) Stacking Factor 0.96 for 23HP85d & 0.97 for 27HP90d grade laminations. (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, Than 'SF' will be (X-0.005)}.	(i) Or (ii) [Please tick the option accepted]
23	During dispatch the Material to supply 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
24	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
25	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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





E4240072

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

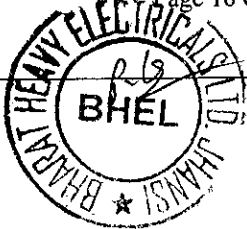
Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in**SCHEDULE-V**

49

Sl.No.	Terms & Condition	Remarks
26	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
27	Please confirm that you are having CNC slitting line having loops on both ends so that grain cannot be disturbed.	Confirm / not confirm
28	Availability of at least one operational CNC Cropping line Machine with loop for cutting of lamination width upto 770mm is required. Note: Please confirm whether you have at least one CNC Machine as per our requirement mentioned as above.	Please mention the name. ----- -----
29	Kindly furnish the following about CNC Machine : A). Make of the CNC Machine: B). Origin country of the CNC Machine:	In operation / Not in operation
30	Max. punch diameter capacity of the CNC Machine for Laminations : (Normally BHEL Laminations incorporate punch diameter up to 38mm).	Please mention the punch dia capacity of the CNC Machine.
31	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 -----
32	This contract may be finalized through Reverse Auction	Accepted / Not Accepted
33	Please confirm that in case BHEL decides to go for Reverse Auction, you will participate in the same. (please note that Non-conformance to this clause may lead to rejection of your Bid)	Confirm / not confirm
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 VAT Credit.) For CRGO laminations grade 23HP85d (23ZDKH85) and 27HP90d (27ZDKH90) separately.	Accepted / Not Accepted

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



E4240072

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co**SCHEDULE-V**

<u>Sl.No.</u>	<u>Terms & Condition</u>	<u>Remarks</u>
35	Our general terms & condition given overleaf of the enquiry shall be applicable.	Accepted / Not Accepted
36	Integrity Pact (refer schedule VI of tender documents) has been read, understood, accepted, filled and duly signed.	Accepted / Not Accepted
37	a) Production Plan: will be provided by supplier in line with Para 13.a of schedule-III. b) Subsequently, Fortnightly progress report should be emailed indicating: will be provided by supplier in line with Para 13.b of schedule-III.	Accepted / Not Accepted
38	All other terms & conditions of the printed document of enquiry are also acceptable to the vendors.	Accepted / Not Accepted

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

C39. Person to be contacted :

C40. Telephone No :

C41. Fax No :

C42. E mail Id :

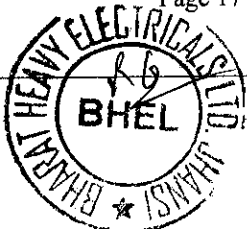
Signature of Bidder :

Name :

Designation :

Seal :

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in



SCHEDULE-VI

Purchase Enquiry No: E4240072 rev 00

PRICE BID (PART - B)

Bidder Name: Bidder's Ref. No.

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

Subject: - Price Bid against your Rate Contract Enquiry no. E4240072 for 23HP85d (23ZDKH85) and 27HP90d (27ZDKH90) Grade CRGO Lamination for Boltless core for Power Transformer.

Total landed cost exclusive Cenvat / Input tax credit for CRGO laminations for Power Transformer as given below:

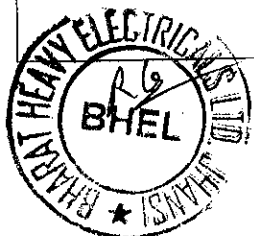
Sl.No.	Description	Rate in Rs. Per Kg on finish basis for 23HP85d(23ZDKH85)	Rate in Rs. Per Kg on finish basis for 27HP90d(27ZDKH90)
(A)-	BASIC RATE (Rs Per Kg)		
(B)-	ED & CESS(if applicable)		
(C)-	CST against form C		
(D)-	VAT		
(E)-	Entry Tax @ 1% of {(A)+(B)+(C)+(D)}		
(F)-	Cenvat benefit (same 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	

NOTE : Additional 1.5% of basic price shall be paid EXTRA if Bolted core design ordered.

- (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.
- (4). Validity of Price shall be 120 days from date of opening of Bid.

Signature of Supplier :
Name :
Designation :
Seal :

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India undertaking)
Material Management : A & S Section
PO: BHEL, JHANSI - 284129 UP
Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

Ab

SCHEDULE-VII

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' 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'

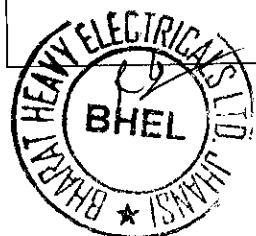
Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for 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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

AS

SCHEDULE-VII

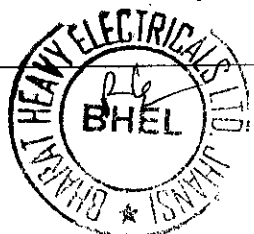
Section 1- Commitments of the Principal

- 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.
 - 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.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

AA

SCHEDULE-VII

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).
- 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.

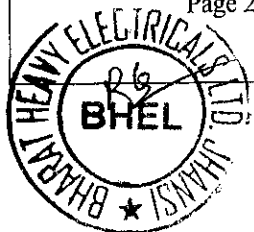
Section 7 - Criminal Charges against violating Bidders/ Contractors / Subcontractors

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.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

SCHEDULE-VII

AS

- 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.
- 8.8 **If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BHEL has note , 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

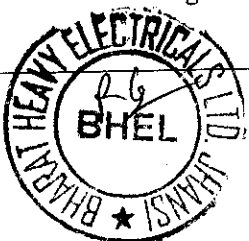
- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months alter the contract has been awarded.
- 9.2 If any claim is made / lodged during 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.

BHEL AA:MM:IP:R01 dtd 1.4.2010

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





E4240072

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in SCHEDULE-VII

42

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

Name	Address
Mrs. Pravin Tripathi, IA and AS (Retd.)	D-243, Anupam Gardens, Lane 1B, Neb Sarai, Sainik Farms, New Delhi-110068 Phone-011-29533206/29531715 E-mail: pravin.tripathi@gmail.com

For & On behalf of the Principal

For & On behalf of the Bidder / Contractor

(Signature with Office Seal)

(Signature with Office Seal)

Place : _____

Date : _____

Witness 1 : _____

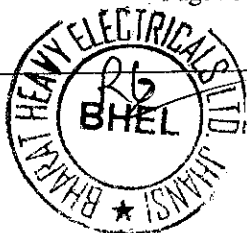
Witness 2 : _____

(Name & Address) : _____

(Name & Address) : _____

BHEL AA:MM: IP:RO1 dtd 1.4.2010

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

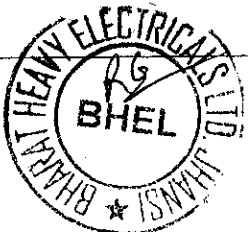
(A)

SCHEDULE-VIII

Business Rules, Terms & Conditions of Online Reverse Auction for the procurement 23HP85d (23ZDKH85) and 27HP90d (27ZDKH90) Grade CRGO Laminations on finish basis.

BUYER'S NAME	Sr. Manager (MM) BHEL, Jhansi – 284129 Email : mlahirwar@bheljhs.co.in Phone : 0510-2412459 , Fax : 0510-2412120 Cell : 09453001066 (or) Mr. Rachit Gogia Purchase Officer (MM) BHEL, Jhansi – 284129 Email : rachitgogia@bheljhs.co.in Phone : 0510-2412732, Fax : 0510-2412120 Cell : 08004947893
Auction to be conducted by	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
Date of auction	- Date : Intimated later on - Online sealed bid auction time : 2:00 PM – 2:30 PM (IST) - Online reverse auction time : 3:00 PM – 4:00 PM (IST) - Online auction website : https://auctions.c1india.com
Documents attached: (To be send to the bidders)	1. Terms and conditions of Reverse Auction (Schedule - VI) 2. Business rules for Reverse Auction (Schedule -VI) 3. Process compliance form (page- 45, Schedule- VI) 4. Details of items to be Reversed Auctioned (Schedule -VI) 5. Post RA price confirmation by bidder (Schedule - VII)

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in



SCHEDULE-VIII

GENERAL TERMS & CONDITIONS OF REVERSE AUCTION

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the reverse auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (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 - VIII 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.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

39

SCHEDULE-VIII

Business Rules for Reverse Auction

This has reference to tender enquiry no. E4240072 dated ----- BHEL shall finalize the Rates for the supply of 23ZDKH85 Grade CRGO Lamination on finish basis (qty and spec as per tender enquiry E4240072) 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. E4240072 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.

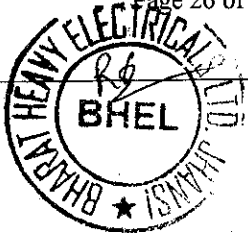
Complaints / Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail / fax to M/s C1 India Pvt. Ltd. NOIDA with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

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 E4240072.
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.
7. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

38

E4240072

SCHEDULE-VIII

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.

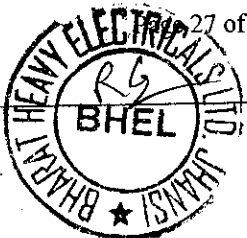
Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction / retendering will be conducted for these items.

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

Above terms and conditions are accepted to us:
Signature with Seal of Bidder



27 of 33

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



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

37

SCHEDULE-VIII

price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded 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.

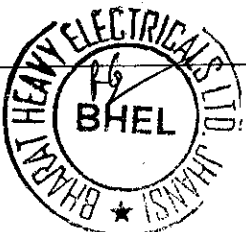
Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing 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.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI – 284129 UP

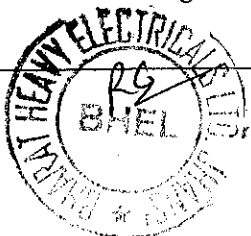
Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

36

SCHEDULE-VIII

18. Bidder's bid will be taken as an offer to execute the work / supplies the item as per enquiry no. E4240072 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.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





35

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India undertaking)
Material Management : A & S Section
PO: BHEL, JHANSI - 284129 UP
Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

SCHEDULE-VIII

Details of item (s) to be Reverse Auctioned

Item Description : 23HP85d(23ZDKH85) and 27HP90d(27ZDKH90) Grade CRGO Lamination for Boltless & Bolted core for Power Transformers on finish basis according to purchase enquiry E4240072.

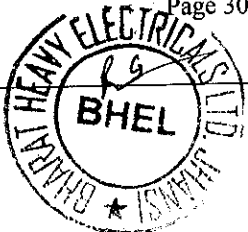
Item Sl.No.	Description	Grade	Total Qty.(Approx.)
001	Power Transformer Laminations Grade 23HP23ZDKH85 (23HP85d) on finish basis AS PER BP10984 REV 02 AND TO OUR TYPICAL CORE SHEET OF WO: 71065A BOLT LESS OR BOLTED . SPECIFIC LOSS SHALL NOT BE GREATER THAN 0.85 WATT/KG AT 1.7 TESLA. CORE COULD BE OF 3 LIMBS OR 5 LIMBS CONSTRUCTION.	<u>23HP85d</u> <u>(23ZDKH85)</u>	1400 MT ± 30%
002	Power Transformer Laminations Grade 27HP90d (27ZDKH90) on finish basis AS PER BP10985 REV 02 & JS10999 REV 00 AND TO OUR TYPICAL CORE SHEET OF WO: 70979A BOLTLESS OR BOLTED . SPECIFIC LOSSES SHALL NOT BE GREATER THAN 0.90 WATT/KG AT 1.7 TESLA. CORE COULD BE OF 3 LIMBS OR 5 LIMBS CONSTRUCTION.	<u>27HP90d</u> <u>(27ZDKH90)</u>	900MT± 30%
	Total 1+2		2300 MT +/-30%

Note : Initial quantities for Reverse Auction (RA-01) shall be 900MT±30% for Item #1 and 500MT±30% for Item #2.

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.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

34

SCHEDULE-VIII

E4240072

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 **23HP85d(23ZDKH85) and 27HP90d(27ZDKH90) Grade CRGO Lamination for Boltless & Bolted core for Power Transformers on finish basis according to purchase enquiry E4240072** as under:

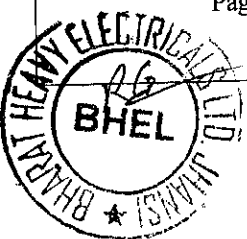
Item Sl.No.	Description	Grade	Total Qty.(Approx.)
001	Power Transformer Laminations Grade 23HP23ZDKH85 (23HP85d) on finish basis AS PER BP10984 REV 02 AND TO OUR TYPICAL CORE SHEET OF WO: 71065A BOLT LESS OR BOLTED . SPECIFIC LOSS SHALL NOT BE GREATER THAN 0.85 WATT/KG AT 1.7 TESLA. CORE COULD BE OF 3 LIMBS OR 5 LIMBS CONSTRUCTION.	<u>23HP85d</u> <u>(23ZDKH85)</u>	1400 MT ± 30%
002	Power Transformer Laminations Grade 27HP90d (27ZDKH90) on finish basis AS PER BP10985 REV 02 & JS10999 REV 00 AND TO OUR TYPICAL CORE SHEET OF WO: 70979A BOLTLESS OR BOLTED . SPECIFIC LOSSES SHALL NOT BE GREATER THAN 0.90 WATT/KG AT 1.7 TESLA. CORE COULD BE OF 3 LIMBS OR 5 LIMBS CONSTRUCTION.	<u>27HP90d</u> <u>(27ZDKH90)</u>	900MT± 30%
	Total 1+2		2300 MT +/- 30%

Note : Initial quantities for Reverse Auction (RA-01) shall be 900MT±30% for Item #1 and 500MT±30% for Item #2.

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 - VIII 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.

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in



SCHEDULE-VIII

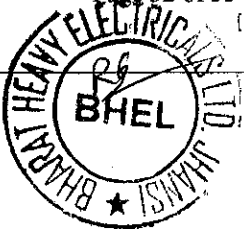
We, hereby confirm that we will honor the Bids placed by us during the auction process.

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 event.
- 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.**

Above terms and conditions are accepted to us:
Signature with Seal of Bidder





BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India undertaking)

Material Management : A & S Section

PO: BHEL, JHANSI - 284129 UP

Email: mlahirwar@bheljhs.co.in, rachitgogia@bheljhs.co.in

SCHEDULE-VIII

- Purchase Enquiry No:E4240072 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 23HP85d(23ZDKH85) and 27HP90d(27ZDKH90) Grade CRGO Laminations for Boltless core for Power Transformers on Finish Basis. Against E4240072.

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 23HP85d(23ZDKH85)	Rate in Rs. Per Kg on finish basis for 27HP90d(27ZDKH90)
(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	

NOTE : Additional 1.5% of basic price shall be payable EXTRA if Bolted core design ordered.

- (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 : Sr Manager(MM), BHEL Jhansi

Above terms and conditions are accepted to us:
Signature with Seal of Bidder

