



**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: E3650002 19/06/15  
 REV NO/DT: 0 19/06/15

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

Enqr Due on: 24-07-15 FRIDAY  
 Close at: 13:15 Open at: 14:00  
 Matcat: 361001 Al.Tank for 3 Phase  
 Validity: 90 days from Technical bid opening date  
 IEM: Sh. V V R Sastry, Ex-CMD/BEL  
 TOP: See Special Remarks  
 RA: BHEL reserves the right to conduct RA

REQUIRED: TEST CERT/ SEE REMARKS

|                 |            |
|-----------------|------------|
| Eval. Item wise |            |
| Bid Type:       | TWO BID    |
| Tot Item:       | 1          |
| Delivery:       | FOR Jhansi |
| E-Proc:         | No         |

ITEM NO : 1 PSL QTY/UM: 80.00 NO  
 MATL CODE : JS9006275330 PO QTY /UM:  
 DESTINATION: JS

| DESCRIPTION   | DELIVERY                             | QUANTITY (PSL UM)                |
|---|--------------------------------------|----------------------------------|
| TANK, COVER, COMPONENTS, EXPANSION TA<br>NKS AND ACCESSORIES TO DRG. NO. HST<br>N003287 HSTN003290 AND HSTN003289(1<br>OF3 & 3OF3) & HSTN310675 INCLUDING S<br>PECIAL PROFILES AND SEAWORTHY CRATE<br>S. (FOR LOT 6500 KVA CO-CO<br>/ LOT 7500 KVA BOBO/7775 KVA LOCO<br>TRANSF<br>ORMER) | DEC-15<br>FEB-16<br>APR-16<br>JUL-16 | 20.00<br>20.00<br>20.00<br>20.00 |

**SPECIAL REMARKS:**

- PLEASE SUBMIT TENDER DOCUMENTS AND DULY FILLED PRICE BID IN SEPARATE ENVELOPES.
- PLEASE USE PAGE 1-18 OF 37 OF TENDER DOCUMENTS FOR TECHNO-COMMERCIAL BID AND 8 OF 18 FOR PRICE BID.
- BIDDER HAS TO MEET THE QUALIFYING CRITERIA TO QUALIFY AS PER SCHEDULE -I OF TENDER DOCUMENT
- ENQUIRY IS ISSUED ON FINISH BASIS AND IN TWO BID SYSTEM
- PRICES ARE CALLED ON FIRM BASIS
- RATE CONTRACT WILL BE VALID FOR ONE YEAR FROM DATE OF ISSUE FOR ORDERING AND 03 MONTHS THEREAFTER FOR SUPPLY
- QUANTITIES MAY BE DISTRIBUTED BETWEEN TWO SUPPLIERS IN RATIO OF 65:35 AS PER CL. 11 OF SCH. III OF TENDER DOCUMENTS
- WE MAY GO FOR REVERSE AUCTION TO FINALISE THIS RATE CONTRACT.
- INSPECTION WOULD BE CARRIED OUT AT SUPPLIER'S WORKS BY BHEL AND/OR CUSTOMER/THIRD PARY/BHEL NOMINATED AGENCY FOR WHICH ONE WEEK ADVANCE INTIMATION WOULD BE GIVEN BY THE SUPPLIER
- KINDLY SUBMIT DIGITAL SIGNATURE CERTIFICATE ALONG WITH THE OFFER
- PARTIES NOT REGISTERED WITH BHEL/RDSO TO ALSO SUBMIT S.R.F. OF BHEL ALONGWITH THEIR OFFER (PAGE 19-37)
- FOR ABOVE MENTIONED DRAWINGS PLEASE CONTACT BHEL/RDSO
- MATERIAL TEST CERTIFICATE AND DIMENSIONAL TEST CERTIFICATE TO BE SUBMITTED ALONG WITH THE SUPPLY

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

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

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



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ENCLOSERS:

SEE REMARKS

FOR AND ON BEHALF OF  
 BHARAT HEAVY ELECTRICALS LTD

*Rachit Gogia*  
 19.06.15  
 RACHIT GOGIA  
 PURCHASE OFFICER  
 Email:-rachitgogia@bheljhs.co.in

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

**NOTE :**

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



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### TERMS & CONDITIONS FOR PURCHASE ENQUIRY

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



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

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

16. In all cases of disputes, the matter shall be referred for arbitration. The arbitrator shall be nominated by the Unit Head, Bharat Heavy Electricals Ltd., Jhansi or any other officer nominated by him. The award of arbitrator shall be final and binding on both the parties.

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

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

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

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

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

### 22. ADDITIONAL FOR INDIAN SUPPLIERS:

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

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

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

### 23. ADDITIONAL FOR FOREIGN SUPPLIER:

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

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

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

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



JSC140/M2053

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

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

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

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

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

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

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

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

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

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

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**SCHEDULE-I**

**Qualification Criteria & Quantities Covered By the Rate Contract Enquiry no. E3650002 for Procurement of ALUMINUM TANK AND ITS ACCESSORIES:**

**Qualification criteria:**

(a) Bidders who are registered with RDSO as Cat-I (Regular Source) under Sl. No 14.2 (Transformer Tanks for 3-phase locomotives) in Master list no. EL-M-7.1-1 Version No. 9.0 valid up to 30.06.15 or registered with BHEL Jhansi under material category 361001 (Aluminum tank for 3 phase freight loco transformers) with permanent code will qualify for supply under this tender

OR

(b) Bidders who are not registered with RDSO/BHEL Jhansi as mentioned above and wish to supply this item may also submit duly filled bid. Such bidders also need to fulfill the following:

1. Bidders should submit duly filled Supplier Registration Form (SRF) of BHEL
2. Bidder should have average annual financial turnover of Rs. 8.25 crores during last 03 years ending 31.03.15. Bidder has to submit the notarized copy of audited balance sheet as a proof. In case balance sheet of 2014-15 has not been audited then the provisional copy also will be accepted
3. Bidder must have manufacturing and testing facilities and capacity to manufacture Aluminum tanks. Details/list of manufacturing and testing facilities of machine (make, year of purchase & photograph) should be attached along with offer.
4. Bidder must have capacity to manufacture/supply at least 52 nos tank in a year

The qualifications of such bidders shall be examined and sent to RDSO for its consideration. Only those bidders who are approved by RDSO in CAT-1 (regular source) shall be considered for price bid opening.

**Quantities Covered:** Quantity Covered in this tender enquiry are as follows:

| <b>Sl.No.</b> | <b>Item Description</b>  | <b>Qty</b> |
|---------------|--|------------|
| 1             | TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HST N003287 HSTN003290 AND HSTN003289 (1OF3 & 3OF3) & HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 6500 KVA CO-CO LOCO TRANSFORMER)<br><b>AND /OR</b><br>TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HST N003287 HSTN003290 AND HSTN003289(1OF3 & 2OF3)& HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 7500 KVA BOBO LOCO TRANSFORMER). | 80 sets    |



Seal and Signature of Bidder

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Ref: E3650002

SCHEDULE-II



## 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 V. In addition to above price bid as per schedule -IV 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.
2. The vendors shall initially submit only Part-A of their bid super-scribing Enquiry No. E3650002, Part No. of the bid. Due date and time of opening as indicated in the tender document.
3. 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 bringing out deviations, if any.
4. 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 fulfillment of all the technical and commercial parameters.
5. 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.
6. No over-writing in any of the Schedule of Part-A or Part-B is permitted. 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/her signatures.
7. 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.
8. 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.

Seal and Signature of Bidder

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9. H1 (Highest) Bidder(s) 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- V without addition of any other terms & conditions and if the price bid is found to be conditional (e.g. minimum order, quantity, slab rate, discount for quantity, different terms & pay etc.); BHEL has full right not to accept our offer.

Signature of Bidder :  
Name :  
Designation :  
Seal :



Seal and Signature of Bidder



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## SCHEDULE-III

### TECHNO-COMMERCIAL TERMS & CONDITIONS :

1. The Technical requirements for the TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES shall be as detailed at Schedule –I
2. In Price Bid Format Part –B The rate should be quoted in Rs. per Set on finish basis only for TANK, COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES .
3. Rates shall be quoted duly considering the CENVAT/ Custom Duty Benefit credit available on the input material and the corresponding benefit on this account shall be passed on to BHEL.
4. The rates quoted shall be on FOR BHEL Jhansi basis. **Packing, Forwarding, Freight & insurance** from supplier's works to BHEL Jhansi works shall be in the scope of the bidder.
5. Taxes & Duties shall be extra as applicable on the date of actual delivery. Tenderers are advised in their own interest to familiarize themselves fully with various types of taxes and their rates etc. including entry tax if applicable. It may be noted that evaluation of quoted prices shall be done on the basis of landed cost at BHEL Jhansi which shall be arrived at after loading the prices wherever required. Applicable taxes & duties on the date of offer must be mentioned. If any bidder is found to incorrectly declare less value of ED or "NIL" ED in the offer, his contract will be terminated. For increase in ED rate slab during R/C period, required proof & undertaking will have to be given to this effect before same is admitted by BHEL.
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.
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. 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
9. In case of any suit or other legal proceedings under or relating to this tender, the Courts at Jhansi shall have full jurisdiction.



Seal and Signature of Bidder

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SCHEDULE-III

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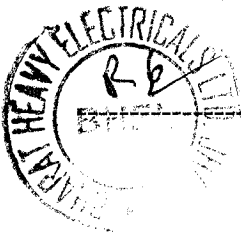
10. **Payment Terms** :- 100% payment after 60 days of receipt and clearance & acceptance of material (SRV Clearance) at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act- 2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However this facility will be subject to availability of funds. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably. 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.
11. **Manner of Splitting**: Contract may be established with more than one supplier limited to 02 suppliers for execution of this contract and quantity distribution among L1, L2 would be in the ratio (%) as shown in the below table based on L1 agreed rate.

| No of vendors | L1  | L2 | Total |
|---------------|-----|----|-------|
| 1             | 100 |    | 100   |
| 2             | 65  | 35 | 100   |

*Note: The loading under rate contract shall be generally as per quantities allocated to the bidder. However it will be subject to factors like (a) customer approval of vendors in specific projects, (b) Suppliers delivery and quality performance during execution of rate contract and (c) Pendency of orders on the supplier. In view of above factors the loading during execution of rate contract may vary substantially with respect to allocated quantity. Performance of supplier shall be monitored and in case the delivery / quality performance is not up to the mark during execution, BHEL reserves the right to either reduce further loading or stop loading till the execution of over dues orders. In such cases the balance allocated full or part quantity of the defaulting vendors may at the discretion of the BHEL Jhansi be re-distributed to other performing and willing vendors of the rate contract). The L1 rate will be counter offered to L2, for acceptance.*

12. **Risk Purchase Clause**: If the material is not supplied within the stipulated time schedule, BHEL shall be within its right free to cancel the purchase order and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL. **In case risk purchase is**

Seal and Signature of Bidder





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SCHEDULE-III

accepted by the party only after a delay of certain specified period beyond stipulated delivery schedule, the Basic Price will be loaded @ 0.5% per week or part thereof of specified period.

13. **LD Clause:** Failure to supply by the time specified on the purchase order will make the supplier liable to pay unconditional penalty of ½% of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the delayed portion only of order value unless mutually agreed otherwise.
14. **Guarantee Clause:** All goods shall be free from any defects due to faulty material and workmanship and it will be guaranteed for a period of 24 months from the date of dispatch & 18 months from the date of acceptance of material at BHEL Jhansi works. Whichever is later.
15. BHEL reserves the right to short close the Framework agreement/ rate contract before its expiry at its sole discretion
16. **PVC Clause:** Price shall be firm during the period of ordering and supply. No PVC shall be applicable.
17. Quantities mentioned in tender are for the period of one year. Techno-Commercial conditions frozen against this enquiry shall be valid for this one year period as under:

For Ordering : One year period from date of entering into rate contract

For Supply : 15 months period from date of entering into rate contract

The rate contract validity may be extended for further 01 year on mutual agreement.

Signature of Bidder :  
Name :  
Designation :  
Seal :



Seal and Signature of Bidder

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**MATERIAL MANAGEMENT DEPARTMENT****SPO BHEL, JHANSI UP 284120**e-mail: [mlahirwar@bheljhs.co.in](mailto:mlahirwar@bheljhs.co.in), [rachitgogia@bheljhs.co.in](mailto:rachitgogia@bheljhs.co.in), Tel: 0510-2412459, 2412732

Ref: E3650002

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**SCHEDULE-IV****Bidders 'S NAME & ADDRESS:-****PRICE BID (PART - B)**To,  
Sr. Manager (MM)  
BHEL JHANSI-284129.

Subject: - Price Bid against your Enquiry No. E3650002 for procurement of "AL TANK COVER, COMPONENTS, EXPANSION TANKS AND ACCESSORIES on finish Basis FOR: LOT 6500 KVA CO-CO LOCO TRANSFORMER AND /OR LOT 7500 KVA 'BO-BO' LOCO TRANSFORMER

1. Total landed cost exclusive CENVAT / Input tax credit for procurement of Aluminum Tanks Cover and accessories as given below :-

| Sl.No. | Description  | Aluminum Tank for LOT 6500 KVA CO-CO/<br>7500KV Bo-Bo Loco Trfr. (Rs. / No.) |
|--------|--|--|
| (A)-   | BASIC RATE (inclusive freight & insurance and all test and documents charges ) |  |
| (B)-   | ED & CESS( if applicable)  |  |
| (C)-   | CST  |  |
| (D)-   | VAT  |  |
| (E)-   | CENVAT / MODVAT benefit (same as B)  |  |
| (F)-   | Input Tax Credit (same as D)   |  |
| (G)-   | TOTAL LANDED COST (A + B<br>+ C + D - E - F)                                   | In figure  |
|        |  | In words   |

**NOTE :**

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

Signature of Bidder :

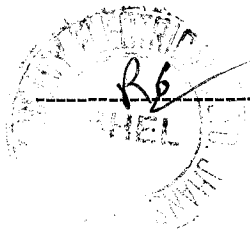
Name :

Designation :

Seal :

Seal and Signature of Bidder

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SCHEDULE-V

**TECHNO COMMERCIAL BID (PART-A): Purchase Enquiry No: E3650002**

(Bidder should fill up the blanks on General Part of this page)

BIDDER'S NAME : .....

ADDRESS :-.....

**General Part:**

| Sl.No. | Particulars  | Remarks<br>(To be filled by the bidder) |
|--------|--|---|
| 1      | Capacity reserved for BHEL Jhansi in nos (Al. Tank) per month. | .....<br>Al Tank (in nos.) per month.   |
| 2      | Present rate of Excise duty.                                   | .....%                                  |
| 3      | Present rate of VAT / CST                                      | .....%                                  |
| 4      | Delivery Period required from date of LO I / Purchase order.   | .....in weeks                           |

**Techno- Commercial Part:**

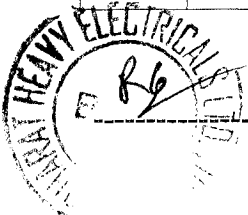
(Supplier should fill up this bid by putting the tick in accepted / non accepted column)

| Sl.No. | Terms & Conditions   | Remarks                 |
|--------|--|-------------------------|
| 1      | <b>Item Description</b><br>TANK, COVER,COMPONENTS,EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HSTN003287 HSTN003290 AND HSTN003289(1 OF3 & 3OF3)& HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 6500 KVA CO-CO LOCO TRANSFORMER).<br>And / OR<br>TANK, COVER,COMPONENTS,EXPANSION TANKS AND ACCESSORIES TO DRG. NO. HSTN003287 HSTN003290 AND HSTN003289(1 OF3 & 2OF3)& HSTN310675 INCLUDING SPECIAL PROFILES AND SEAWORTHY CRATES. (FOR LOT 7500 KVA BOBO LOCO TRANSFORMER). | Accepted / Not accepted |
| 2      | Rate is to be quoted per no. Aluminum Tank, Cover, Components and Tank's accessories on finish basis.  | Accepted / Not accepted |

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Ref: E3650002

SCHEDULE-V

| Sl.No. | Terms & Conditions  | Remarks                 |
|--------|---|-------------------------|
| 3      | Rates quoted in the price bid are on F.O.R. BHEL Jhansi basis including packing, forwarding and insurance charges.  | Accepted / Not accepted |
| 4      | Delivery shall be F. O. R. BHEL Jhansi.   | Accepted / Not accepted |
| 5      | Inspection shall be done by BHEL/ RDSO after receipt of material at BHEL Jhansi or at supplier's works as and when required and as decided by BHEL.   | Accepted/ Not accepted  |
| 6      | Taxes and duties shall be extra as applicable on the date of actual delivery.   | Accepted / Not accepted |
| 7      | <b><u>Risk Purchase Clause:</u></b><br>If the material is not supplied within the stipulated time schedule, BHEL shall be within their right be free to cancel the purchase order and purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting supplier to make good the loss suffered by BHEL. The above option shall be executed at the discretion of BHEL. <b>In case risk purchase is accepted by the party only after a delay of certain specified period beyond stipulated delivery schedule, the Basic Price will be loaded @ 0.5% per week or part thereof of specified period.</b> | Accepted / Not accepted |
| 8      | <b><u>LD Clause:</u></b><br>Failure to effect supply by the time specified on the purchase order or period of extension granted in writing by BHEL will make the supplier liable to pay unconditional penalty of ½ % (half percent) of the prices of goods in arrear per week or part thereof subject to a maximum of 10% of the order value of only delayed portion unless mutually agreed otherwise.  | Accepted / Not accepted |
| 9      | Validity of the quoted rate is 120 days from the date of Opening of price bid.  | Accepted / Not accepted |



Seal and Signature of Bidder

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Ref: E3650002

**SCHEDULE-V**

|    |  |                         |
|----|--|-------------------------|
| 10 | <b>Payment Terms :-</b><br>100% payment after 60 days of receipt and clearance & acceptance of material (SRV Clearance) at BHEL works. The suppliers who are availing SIDBI / HDFC discounting facility (payment by BHEL in about 120 days from the date of invoice) with us will continue to get this facility. These payment terms will be treated as standard terms of payment. The bidders who are covered under MSMED Act-2006 & quoted 45 days of payment after acceptance of material will also be treated as standard terms of payment. However this facility will be subject to availability of funds. Advance payment terms are not acceptable to us. If any offer received with advance payment terms, offer will be commercially rejected. The bidder who quotes any other terms of payment, their price will be loaded suitably. 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 |
| 11 | During dispatch of the material. All supplied items shall be properly labeled.   | Accepted / Not Accepted |
| 12 | <b>Guarantee Clause :-</b><br>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 |
| 13 | L1 bidder will be decided as per following formula:<br><b>Basic Rate + ED + CST /VAT + Any other Taxes, if applicable, - CENVAT benefit – Input Tax Credit.</b>  | Accepted / Not Accepted |
| 14 | Being a large qty of requirement in short delivery period, BHEL may distribute order qty on two source.  | Accepted / Not Accepted |



Seal and Signature of Bidder

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**SCHEDULE-V**

|    |   |                         |
|----|---|-------------------------|
| 15 | <b>PVC Clause:</b> Price shall be firm during the period of ordering. No PVC Shall be applicable. | Accepted / Not Accepted |
| 16 | The total quantity may be distributed between two sources in 65:35 ratio at L1 agreed rate.       | Accepted / Not Accepted |

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

Person to be contacted : ..... Telephone No : .....

Fax No : .....E mail Id : .....

Mobile No: .....

Signature of Bidder :

Name :

Designation:

Seal :

Seal and Signature of Bidder

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**SCHEDULE-VI**

**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)

.....

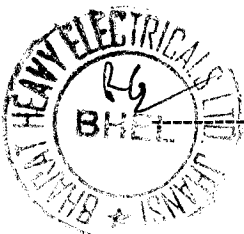
..... , hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

**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 principal mentioned above.

Seal and Signature of Bidder





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SCHEDULE-VI

Ref: BHEL AA:MM:IP:RO1 dtd 1.4.2010

### 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.

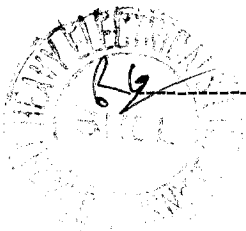
### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 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

Seal and Signature of Bidder

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## SCHEDULE-VI

competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 2.1.4 The Bidder(s)/ Contractor( s) will, when presenting his bid , disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor ( s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### Section 5 - Previous Transgression

- 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

Seal and Signature of Bidder



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### SCHEDULE-VI

be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

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

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

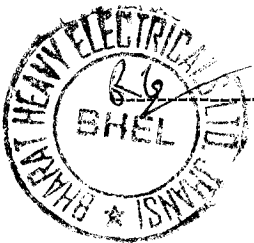
If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform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

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

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request 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.

Seal and Signature of Bidder

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Ref: E3650002



### SCHEDULE-VI

- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

### Section 9 - Pact Duration

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

### Section 10 - Other Provisions

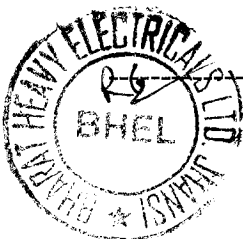
- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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.

Ref: BHEL AA:MM:IP:R01 dtd 1.4.2010

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

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**SCHEDULE-VI**

| <b>Name</b>                          | <b>Address</b>  |
|--------------------------------------|---|
| Mrs Pravin Tripathi, IA & AS (Retd.) | D-243, Anupam Gardens, Lane 1B, Neb Sarai, Sainik Farms, New Delhi-110068<br>Phone : 011-29500206, 29531715<br>Email- pravin.tripathi@gmail.com |

-----  
For & On behalf of the Principal

-----  
For & On behalf of the Bidder

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

Witness 1 : \_\_\_\_\_  
: \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_  
: \_\_\_\_\_

Witness 2 : \_\_\_\_\_  
: \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_  
: \_\_\_\_\_

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