

BHEL has entered into TCMOU for the Enquiry **E35240089(2025_BHEL_47238_1) ESP TANK & OIL CONSERVATOR ASSEMBLY ON FINISH BASIS.**

Duration of TCMOU-02.07.2025-02.07.2028

If any vendor wishes to participate in TCMOU can submit their Techno-Commercial bid to email Id:

tenderbox.jhs@bhel.in Note:

1-Mail should contain heading TCMOU for the Enquiry **E35240089 (ESP TANK & OIL CONSERVATOR ASSEMBLY ON FINISH BASIS).**

2.Mail size should not exceed 15 MB

3.for any clarification please contact through Email on following Email Id:

Umeshkr@bhel.in

neeraj_kumar@bhel.in

Interested Suppliers can participate any time and if their bid found techno commercially ok, then price bid will be asked in Next Qtr requirement.



BHARAT HEAVY ELECTRICALS LTD.
 (A GOVT. OF INDIA UNDERTAKING)
 P.O BHEL Jhansi - 284120, INDIA
 Tel.:0510-277001/2412260
 Website : jhs.bhel.com

PURCHASE ENQUIRY

ENQ NO/DT: **E35240089** 11/04/25
 REV NO/DT: **0** 11/04/25

PAGE 1
4

PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS AND REMARK MENTIONED UNDERNEATH.

Enq Due on: 21-04-25 MONDAY
Close at: 13:15 **Open at:** 14:00
Matcat: 351023 ESP Transformer Tank
Validity: 120 days from Technical bid opening date
IEM:
TOP: See Special Remarks

REQUIRED: TEST CERT

RA: BHEL reserves the right to conduct RA

Est. Value: Package

Bid Type: TWO BID

Delivery: FOR Jhansi

Tot Item: 3

E-Proc: Yes

ITEM NO : 1
 MATL CODE : JS9006282260
 DESTINATION: JS

PSL QTY/UM: 1440.00 NO
 PO QTY /UM: 601920.00 KG

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
-ESP TANK ASSY.	APR-25	120.00
-OGA DRG 24670050110, REV 02.	JUN-25	120.00
DRG.No.24671550171, REV 11.	SEP-25	120.00
-HV DUCT (USE VAR.00)	DEC-25	120.00
DRG.No.14671550055, REV 06.	MAR-26	120.00
-BLANKING PLATE ASSY.	JUN-26	120.00
DRG No.34671550001, REV 05.	SEP-26	120.00
-TANK COVER ASSY.	DEC-26	120.00
DRG No.24671850032, REV 06.	MAR-27	120.00
	JUN-27	120.00
	SEP-27	120.00
	DEC-27	120.00

ITEM NO : 2
 MATL CODE : JS9006282270
 DESTINATION: JS

PSL QTY/UM: 720.00 NO
 PO QTY /UM: 84240.00 KG

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
OIL CONSERVATOR ASSY	APR-25	60.00
DRG.No-24675150028, REV 04.	JUN-25	60.00
	SEP-25	60.00
	DEC-25	60.00
	MAR-26	60.00
	JUN-26	60.00
	SEP-26	60.00
	DEC-26	60.00
	MAR-27	60.00
	JUN-27	60.00
	SEP-27	60.00
	NOV-27	60.00

ITEM NO : 3
 MATL CODE : JS9006282280
 DESTINATION: JS

PSL QTY/UM: 720.00 NO
 PO QTY /UM: 36000.00 KG

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
OIL CONSERVATOR ASSY	APR-25	60.00
DRG.No-24675150026, REV 04.	JUN-25	60.00
	SEP-25	60.00



BHARAT HEAVY ELECTRICALS LTD.
 (A GOVT. OF INDIA UNDERTAKING)
 P.O BHEL Jhansi - 284120, INDIA
 Tel.:0510-277001/2412260
 Website : jhs.bhel.com

PURCHASE ENQUIRY

ENQ NO/DT: **E35240089** 11/04/25
 REV NO/DT: **0** 11/04/25

PAGE 2
4

	DEC-25	60.00
	MAR-26	60.00
	JUN-26	60.00
	SEP-26	60.00
	DEC-26	60.00
	MAR-27	60.00
	JUN-27	60.00
	SEP-27	60.00
	DEC-27	60.00

SPECIAL REMARKS:

- 1) ABOVE TENDER IS TCMOU FOR 3 YEARS.
- 2) OFFER SHALL BE SUBMITTED THROUGH NIC PORTAL FOR 1ST TIME ONLY. OFFER SUBMISSION FROM OTHER MODE SHALL BE REJECTED.
- 3) VENDORS SUBMIT SEALED & SIGNED TO OUR GENERAL TERMS & CONDITIONS (GTC) UPLOADED AT www.bheljhs.com/apps/sip.
- 4) THE BIDDER IS INFORMED THAT THE LATEST GENERAL TERMS & CONDITIONS OF ENQUIRY WHICH ARE UPLOADED AT https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_121118.pdf, ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY.
- 5) ALL OTHER TERMS AND CONDITIONS WILL BE AS PER THE "ACCEPTANCE TO COMMERCIAL TERM & CONDITION FOR ENQUIRY" (SCHEDULE-I TO VIII).ENSURE TO SEAL &SIGNATURE ON EACH PAGE OF "ACCEPTANCE TO COMMERCIAL TERM & C ONDITION FOR ENQUIRY" (SCHEDULE-I TO VIII).

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.

ENCLOSERS:



BHARAT HEAVY ELECTRICALS LTD.
(A GOVT. OF INDIA UNDERTAKING)
P.O BHEL Jhansi - 284120, INDIA
Tel.:0510-277001/2412260
Website : jhs.bhel.com

PURCHASE ENQUIRY

ENQ NO/DT: E35240089 11/04/25
REV NO/DT: 0 11/04/25

PAGE 3
4

FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD

RAJ KUMAR
MANAGER (FBM)
Email:-KUR.RAJ@BHEL.IN

* * * * * E N D O F P U R C H A S E E N Q U I R Y * * * * *

NOTE :

- * THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A Rev 03) WHICH ARE UPLOADED AT <https://jhs.bhel.com/apps/sip/index.php> AT (TERMS & CONDITION -> FOR ENQUIRY) LINK, ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUE THE PARTICIPATION BY THE BIDDER IN ENQUIRY AS ACCEPTANCE TO THE GENERAL TERMS AND CONDITIONS OF ENQUIRY.
- * 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.
- * Reference Sl. No. 2(B) of General Terms and Conditions regarding option for offer submission through Email addressed to tenderbox.jhs@bhel.in , please note that the maximum mail size including attachments should not exceed 15 MB , otherwise the offer shall not be delivered due to size limitation and bidder sending mail attachments more than 15 MB will have no claim whatsoever on the subject tender . Also due to any technical snag , if offer has not reached tenderbox.jhs@bhel.in , it will be bidder's sole responsibility to ensure offer submission through alternate routes before the due date and time .BHEL will not entertain any such claim for non-receipt of offer on time .

**BHARAT HEAVY ELECTRICALS LIMITED**Ref: E35240089**(A Govt. of India Undertaking)**

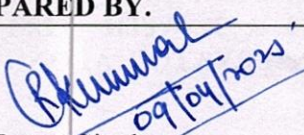

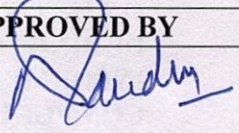
MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Tender documents for Fabrication of ESP tanks & oil conservator for ESP Transformers on BLACK CONDITION against TCMOU for 3 Years**CONTENTS**

SL NO	Particulars	Schedule	Page Nos
Part 'A'			
1	Quantities covered in this tender	Schedule-I	02-02
2	Instructions for submission of Tender	Schedule-II	03-03
3	Price bid format (2 nd time onwards)	Schedule-III	04-04
4	Qty Splitting	Schedule-IV	05-05
5	Techno-Commercial Bid	Schedule-V	06-08
6	Integrity Pact	Schedule-VI	9-13
7	Business rule and General terms & conditions of RA	Schedule-VII	14-21
8	Annexure- MII		22-22
9	Pre-Qualification requirement (PQR)	Schedule - VIII	23-23

PREPARED BY.	CHECKED BY	APPROVED BY
 Raj Kumar Singh Manager (MM/2)	 Ashim Kumar Sr. DGM (MM/2)	 Atul Kr. Panday AGM -H (MM-2)



**BHARAT HEAVY ELECTRICALS LIMITED**Ref: E35240089**(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Schedule- I**Quantity covered in this tender**

Item no.	Item Description	Quantity
1	ESP TANK ASSY. -OGA DRG 24670050110, REV 02. DRG.No. 24671550171, REV 11. -HV DUCT (USE VAR.00) DRG.No.14671550055, REV 06. - BLANKING PLATE ASSY. DRG No.34671550001, REV 05. -TANK COVER ASSY. DRG No.24671850032, REV 06.	1440 Nos / 601,920 Kgs
2	OIL CONSERVATOR ASSY DRG.No-24675150028, REV 04.	720 Nos / 84,240 Kgs
3	OIL CONSERVATOR ASSY DRG.No-24675150026, REV 04.	720 Nos / 36,000 Kgs

Total qty**7,22,160.00 kg**

Note – a) TECHNO-COMMERCIAL CONDITIONS FROZEN AGAINST MOU FOR THIS ENQUIRY TO BE FOR ORDERING FOR **THREE-YEARS PERIOD FROM DATE OF ENTERING INTO FIRST RATE CONTRACT.**

b) **INITIALLY, RATES ARE CALLED FOR 120 SET +/-30% OF ITEM NO-1 AND 60 SET +/-30% OF (ITEM 2 & 3) FOR THE PERIOD OF 3 MONTH FROM DATE OF RATE CONTRACT. SUBSEQUENTLY ONLY SEPERATE PRICE TO BE INVITE FOR ORDERING 4th TO 6th MONTH (2nd time), 7th TO 9TH MONTH (3rd time), 10th TO 12th MONTH (4th time), 13th TO 15th MONTH (5th time), 16th TO 18th MONTH (6th time), 19th TO 21th MONTH (7th time), 22th to 24th Month (8th time), 25th to 27th Month (9th time), 28th to 30th Month (10th time), 31th to 33th Month (11th time) & 34th to 36th Month (12th time) FROM ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS. QTY MAY BE CHANGED AS PER BHEL'S REQUIREMENT FROM 2nd TIME PRICE BID ONWARDS.**

c) **THE QTY. GIVEN FOR ITEM NO-2 & 3 ARE SWAPABLE WITH EACH OTHER I.E. DURING THE FINAL MATCHING ITEM (2 & 3) WITH ITEM NO-1 SHALL BE INFORMED. SUPPY HAS TO SUPPLY CONSERVATOR ALONG WITH TANK TO COMPLETE THE SET REQUIREMENT.**

(Handwritten signature)
09/04/25
(Handwritten signature)
09/04/25
(Circular stamp: JHANSI, BHEL)



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

SCHEDULE- II

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. This Tender Enquiry is being published in two part bid on BHEL NIC Portal (<https://eprocurebhel.co.in/>)
2. The offers against the enquiry shall be uploaded in two parts in corresponding covers as detail under.
 - **Part – A Techno-commercial Bid (Cover Name – 2025_BHEL_*****pack1):** Should contain Duly filled & signed Enquiry Document along with any other technical/commercial document except 'Price Bid'.
 - **Part – B Price Bid (Cover Name – 2025_BHEL_*****pack2):**
 - Bidder shall submit Part - A & Price bid (1st time) of their offers on BHEL NIC Portal only. Offers received in any other mode/medium shall be treated as 'UNSOLICITED TENDER'. The techno-commercially vendors will be frozen for THREE YEARS and price bid will be received 1st time through NIC portal and after that 2nd time, 3rd time, 4th time, 5th time, 6th time, 7th time, 8th time, 9th time, 10th time, 11th time & 12th time will be received as per below SCHEDULE -III.
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, copy of these very pages are to be used. The tenderer is also required to sign and stamp each and every page of the tender document clearly bring out deviations, if any.
4. Part - A of the bid alone shall be opened online on **BHEL NIC Portal** on defined due date. This part of the bid shall be examined in detail. Part – B (Price bid) shall be opened only for such of the tenderers whose Techno-Commercial offers are found acceptable by BHEL. Such tenderers shall be notified the date and time of opening of Part - B i.e. price part of their bids.
5. Tenders not complying with the above and other requirements of the tender shall be liable for rejection. Tenderers are therefore advised to read all the documents carefully before submission of the bids and ensure the fulfillments of all the technical and commercial parameters. Tenderers must carefully go through all the instructions and conditions before filling in Part – B (price bid). Any type of mistake in submission of the bids will make the tenderer liable for rejection.
6. It must be clearly understood that the orders released against 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.
7. Corrections in the bid should normally be avoided. However, when these become essential, bidder shall score out the incorrect information and put the correct information duly endorsing each correction with his signatures.

Note *- This TCMOU will remain live for a period of 3 years from entering into 1st Time contract (date of issue of TCMOU award letter) and available on BHEL Jhansi unit website (<https://jhs.bhel.com/apps/sip>). Interested suppliers can participate in next quarter TCMOU if their bid found techno-commercially cleared before Price bid opening of next quarter TCMOU. Accordingly, price bid will be called for new interested vendors as per below Schedule-III.

R. Kumar
09/04/25

A. Rao
09/04/25

BHEL JHANSI

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Ref: E35240089Schedule-IIIPRICE BID (2nd time)/3rd time/ 4th time...../12th time

To,
SR. DGM (MM)
BHEL JHANSI -284120.

Subject: - PRICE BID (2nd time)/3rd time/ 4th time...../12th time against your TCMOU (3 years) for fabrication of ESP tanks & oil conservator on **BLACK CONDITION**.

Qty.- WILL INTIMATE BEFOR PRICE BID

Total landed cost exclusive Input tax credit for ESP TANKS & OIL CONSERVATOR as given below:

Sl.No.	Description	Rs Per Kg
(A)-	BASIC SINGLE COMMON RATE (Rs Per Kg) applicable for all enquiry item in BLACK CONDITION .	
(B)-	GST (IGST or CGST +SGST)	
(C)-	Input Tax Credit (same as B)	
(D)-	TOTAL LANDED COST '**' (A + B - C) per Kg { '**' This value to be quoted during reverse auction }	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.), 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 :

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. The offers against the enquiry shall be submitted as detailed below: -

Price Bid (Part – B2/B3/B4.....B12): - Filled Price Bid

2. The vendors shall prepare Part-B2/B3/B4.....B12 in above format duly super-scribing Enquiry No. of the bid and send to email id- tenderbox.jhs@bhel.in ONLY for further processing (conduct RA).

(Signature)
09/04/2025
BHEL JHANSI
09/04/25

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Ref: E35240089**Schedule- IV**

Manner of Splitting of Quantity: Due to large quantity requirement, we may finalize tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to capacity quoted by the bidder. Indicate your committed capacity for the items/ works/ services tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of Purchase Order/Contract.

The manner and proportion of distribution as per below. While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off. For eg: If an allocation of 40% quantity results 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units.

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

(No of vendors)	L1	L2	L3	L4	Total
1	100	NA	NA	NA	100
2	70	30	NA	NA	100
3	60	25	15	NA	100
4	50	25	15	10	100

- B) Counter Offer of LI rate shall be offered to L2, L3 & L4 vendors, if any L2-L4 vendors do not accept our LI Counter offer rate, then further counter offer will be given to L5, L6, L(n)... vendors in order of their tender ranking, to get **Four (04) sources** for distribution. This distribution will be limited to (n-1) vendors (where n is no. of techno-commercially accepted vendors).

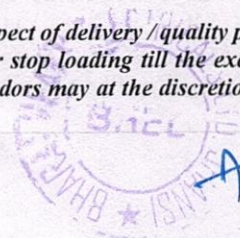
*** Rank of suppliers among L1 and those who have accepted counter offer (from lowest rate to highest rate).**

- C) In case any or all of the bidders do not accept the counter offer, and / **OR** a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder(s) on mutual agreement.
- D) Whenever, the number of techno commercially qualified **responses (N) is two, BHEL reserves** the right on whether or not to distribute the quantity on more than one bidder.

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

During execution, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases the balance allocated full or part quantity of the defaulting vendors may at the discretion of the BHEL Jhansi be re-distributed to other performing and willing vendors of the TCMOU.

Neeraj
09/04/25



Neeraj
09/04/25

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Ref: E35240089**(SCHEDULE- V)****TECHNO COMMERCIAL BID**

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

QUOTATION NO..... DATE.....due date.....

SUPPLIER'S NAME & ADDRESS:

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry.	<input type="checkbox"/> Accepted
2-	General Terms & Conditions of Enquiry (latest GTC is available at www.bheljhs.co.in/apps/sip under terms & condition of enquiry) has been read, accepted & endorsed with seal & signed Copy.	<input type="checkbox"/> Accepted
3-	Guarantee / Warrantee / Conformance / Test Certificate as specified in enquiry will be provided along with supply	<input type="checkbox"/> Accepted
4-	Taxes & Duties :- Extra as applicable & bidders to indicate following	<input type="checkbox"/> Accepted
	(a) Tarrif Head / HSN No.	
	(b) Applicable GST (mention NA if not applicable) : <input type="checkbox"/> IGST OR : <input type="checkbox"/> CGST & SGST Each	@ % @ %
5-	(a) Delivery of Ist Lot minimum (10 set) is required with-in 60 days from PO/ LOI which ever earlier and subsequent lots are required every one-month thereafter. Note # 1 ST = 1 no ESP tanks + 1 no Oil conservator	<input type="checkbox"/> ----- SET <input type="checkbox"/> ----- (days)
	(b) Minimum Monthly capacity is 10 SET per month for this Tender.	<input type="checkbox"/> ----SET/Month
	(c) Offer NOT MEETING delivery requirement as per above para 5(a) & 5(b) shall be REJECTED.	<input type="checkbox"/> Accepted
6-	BIDDER TO OFFER RATE (Rs/Kg) FOR ESP TANKS & CONSERVATOR IN BLACK CONDITION ONLY (SINGLE COMMON RATE TO BE QUOTED FOR ENQUIRY ITEM 1 TO 3) ON FOR BHEL JHANSI BASIS. NO PVC APPLICABLE. TANKS & CONSERVATOR ARE REQUIRED IN PAINTING CONDITION AND ADDITIONAL CHARGE SHALL BE PAID AS PER BELOW SCOPE OF FINAL PAINTING. a) SHOT BLASTING TO BE DONE BEFORE PRIMER @ 2.44 RS/KG. b) RATE OF COAT EPOXY PRIMER = 0.93 RS/KG.PER COAT. (EACH COAT 25 MICRON MI NIMUM.) c) RATE OF COAT EPOXY FINISH = 1.14 RS/KG.PER COAT. (EACH COAT 25 MICRON MINIMUM.) d) RATE OF PU FINISH PAINT = 2.51RS/KG. (EACH COAT 25 MICRON MINIMUM.) e) RATE OF MIO PRIMER = 3.42 RS/KG (EACH COAT 80 MICRON MINIMUM.)	<input type="checkbox"/> Accepted
7-	Painting Instruction. a) INSIDE &OUTSIDE OF TANK TO BE PAINTED AS PER PRODUCT STD.TR-15080P, (AS PER NOTE 5.A. OF DRG 24671550171, REV11.)	<input type="checkbox"/> Accepted
8-	GLAND PLATE TO BE MADE AS PER OGA DRG 24670050110, DETAIL "A". GLAND PLATE SHALL BE INFORMED DURING PLACEMENT OF PO.	<input type="checkbox"/> Accepted

Handwritten signature and date: 09/04/2025
 Stamp: BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
 Date: 09/04/25

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Ref: E35240089

9-	INSPECTION BY BHEL OR OUR NOMINATED AGENCY AT SUPPLIER'S WORKS.	<input type="checkbox"/> Accepted
10-	ROLLER WITH SPLIT CATER PIN ARE TO BE SUPPLIED WITH ELECTROPLATING CONDITION ESP TANK OF PI ITEM 01.	<input type="checkbox"/> Accepted
11-	TANK SHALL BE PRESSURE TESTED IN BLACK CONDITION AS PER NOTE NO-7 OF DRG-24671550171 REV 11.	<input type="checkbox"/> Accepted
12-	PO NO, WORK ORDER NO. & SL NO SHOULD BE MARK ON EACH TANK.	<input type="checkbox"/> Accepted
13-	PROPER MATCHING OF LOOSE ITEMS OF EVERY TANK MUST BE KEEP INSIDE OF EACH TANK (ENQUIRY ITEM NO-1).	<input type="checkbox"/> Accepted
14-	Acceptance to Price Validity of 120 days from date of bid part-I opening/ RA which ever applicable.	<input type="checkbox"/> Accepted
15-	Inspection and uploading of dispatch details on BHEL SIP of Goods as per clause 16 (A to E) of latest GTC.	<input type="checkbox"/> Accepted
16-	Acceptance to LD / Penalty for Delayed Performance (including Risk Purchase) as per clause 8(A to C) of latest GTC.	<input type="checkbox"/> Accepted
17-	Acceptance to Payment Terms as per clause 15(A) of latest GTC. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation .	<input type="checkbox"/> Accepted <input type="checkbox"/> 90 days <input type="checkbox"/> MSE
18-	Supplier is MSME Vendor If Yes then kindly provide latest UDHYAM certificate.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Enclosed
19-	Preference to MSE and Make in India suppliers shall be given as per latest guidelines.	<input type="checkbox"/> Accepted
20-	Local Content (in %) & place of value addition as per GOI MAKE IN INDIA Policy.	----- (%) <input type="checkbox"/> Enclosed
21-	Acceptance to Warranty, Corresponding Repairs / Replacement of Goods, and Deductions as per clause 17(A) of latest GTC .	<input type="checkbox"/> Accepted
22-	5% weight variation shall be allowed over design weight. No payment shall be released above 5% weight variation.	<input type="checkbox"/> Accepted
23-	Evaluation shall be done through Reverse auction. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."	<input type="checkbox"/> Accepted
24-	TECHNO-COMMERCIAL CONDITIONS FROZEN AGAINST MOU FOR THIS ENQUIRY TO BE FOR ORDERING FOR THREE-YEARS PERIOD FROM DATE OF ENTERING INTO FIRST RATE CONTRACT.	<input type="checkbox"/> Accepted
25-	INITIALLY, RATES ARE CALLED FOR 120 SET +/-30% OF ITEM NO-1 AND 60 SET +/-30% OF (ITEM 2 & 3) FOR THE PERIOD OF 3 MONTH FROM DATE OF RATE CONTRACT. SUBSEQUENTLY ONLY SEPERATE PRICE TO BE INVITE FOR ORDERING 4th TO 6th MONTH (2nd time), 7th TO 9TH MONTH (3rd time), 10th TO 12th MONTH (4th time), 13th TO 15th MONTH (5th time), 16th TO 18th MONTH (6th time), 19th TO 21th MONTH (7th time), 22th to 24th Month (8th time), 25th to 27th Month (9th time), 28th to 30th Month (10th time), 31th to 33th Month (11th time) & 34th to 36th Month (12th time) FROM ALL TECHNO-COMMERCIALY QUALIFIED BIDDERS. QTY MAY BE CHANGED AS PER BHEL'S REQUIREMENT FROM 2nd TIME PRICE BID ONWARDS.	<input type="checkbox"/> Accepted

R. Kumar
09/04/2025

A. C.
09/04/2025

BHEL
JHANSI



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/keeraj_kumar@bhel.in

26-	THE QTY. GIVEN FOR ITEM NO-2 & 3 ARE SWAPABLE WITH EACH OTHER I.E. DURING THE FINAL MATCHING ITEM (2 & 3) WITH ITEM NO-1 SHALL BE INFORMED. SUPPLY HAS TO SUPPLY CONSERVATOR ALONG WITH TANK TO COMPLETE THE SET REQUIREMENT.	<input type="checkbox"/> Accepted
27-	AMONG TECHNO-COMMERCIALY QUALIFIED BIDDERS, PRICE BID OF THOSE BIDDERS TO BE IGNORED WHO HAVE OVERDUE SUPPLY OF MORE THAN 60 DAYS FROM THE SCHEDULED DELIVERY DATE FOR TANKS OF ESP/IGBT/INSTRUMENT/POWER TRANSFORMER FOR PURCHASE ORDERS PLACED BY BHEL JHANSI ON DATE OF OPENING OF NIT OF THIS TCMOU.	<input type="checkbox"/> Accepted
28-	FROM NEXT QUARTER (2 ND ONWARDS), PRICE BID OF THOSE TECHNO-COMMERCIALY QUALIFIED BIDDERS SHALL NOT BE CONSIDERED: A) HAVE OVERDUE SUPPLY OF MORE THAN 60 DAYS FROM THE SCHEDULED DELIVERY DATE FOR TANKS OF ESP/IGBT/INSTRUMENT/POWER TRANSFORMER. FOR PURCHASE ORDERS PLACED BY BHEL JHANSI, ON DATE OF PRICE BID INVITATION. B) WHO HAVE MORE THAN 30% OVERDUE QTY TO SUPPLY AGAINST PO PLACED IN PREVIOUS QUARTER AGAINST THIS TCMOU ON DATE OF PRICE BID INVITATION.	<input type="checkbox"/> Accepted
29-	QTY LEFT FOR ORDERING ANY QTR (3 MONTHS) WILL NOT BE CARRY FORWARDED TO NEXT QTR (3 MONTHS).	<input type="checkbox"/> Accepted
30-	CONFLICT OF INTEREST: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; OR b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; OR c) they have the same legal representative/agent for purposes of this bid; OR d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, OR e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the Components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; OR f) In cases of agents quoting in offshore procurements, on behalf of the ir principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal, OR g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, OR h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business owner ship/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively Declare such sister/ common business/ management units in same/ similar line of business.	<input type="checkbox"/> Accepted
31-	RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non-placement of PO or contract / short closure of PO or contract.	<input type="checkbox"/> Accepted
32-	In case of any inconsistency between BHEL Terms and Conditions mentioned in GTC and Terms and Conditions given in this sheet, the terms and conditions given in this sheet shall prevail.	<input type="checkbox"/> Accepted
33-	In case of any inconsistency between offers of supplier and the accepted terms and conditions in this sheet, the terms and conditions of this sheet shall prevail.	<input type="checkbox"/> Accepted

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

Sign of Authorized Signatory Signatory & Company seal :

Contact Detail: Name Cell No.: E-mail

(Signature)
09/04/2025

(Signature)
09/04/25

BHEL JHANSI

**BHARAT HEAVY ELECTRICALS LIMITED**Ref: **E35240089****(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Schedule-VI**“Integrity Pact (IP)”**

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

Details of IEM for this tender is furnish below:

	Name
1	Shri Otem Dai IAS (Retd.)
2	Shri Bishwamitra Pandey IRAS (Retd.)
3.	Shri Mukesh Mittal IRS (Retd.)

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

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

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

Name:	Raj Kumar Singh (MGR)	Ashim Kumar (Sr. DGM)
Deptt:	Material Management	Material Management
Address:	BHEL Jhansi	BHEL Jhansi
Phone: (Landline/ Mobile)	0510-2770001-2716	0510-2770001-2714
Email:	kur.raj@bhel.in	ashim@bhel.in

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

Signature of Supplier :

Name :

Seal :

R. Kumar
09/04/2025

A. Kumar
09/04/25

BHEL JHANSI



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/ neeraj_kumar@bhel.in

INTEGRITY PACT

Between

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

And

(Description of the party along with address).....

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s **for Fabrication of ESP tanks & oil conservator for ESP Transformers on BLACK CONDITION against TCMOU for 3 Years.** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a 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.

Akummal
09/04/2014

Akany
09/04/25

BHARAT HEAVY ELECTRICALS LIMITED



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

- 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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 as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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).

(B) Kummal
09/04/2024
BHEL
A. Curf
09/04/25



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Ref: E35240089

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 Integrity Pact.
- 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.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings. 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.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

Akshay
09/04/2020
Stamp: BHARAT HEAVY ELECTRICALS LIMITED
Raj
09/04/20



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Ref: E35240089

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 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.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

(Raj Kumar Singh)/ MGR / MM
For and on behalf of
Bharat Heavy Electricals Ltd., Jhansi

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

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

Place :
Date :
Witness 1 :
(Name & Address) :

Place :
Date :
Witness 2 :
(Name & Address) :

(अश्वीन कुमार)
(ASHIM KUMAR)
वरिष्ठ उप महाप्रबन्धक (सापत्नी प्रयोग)
Sr. Dy. General Manager (MM)
की.प्र.सं. ई.ए.सं. ३०३
B.H.E.L., JHANSI



(Handwritten signature)



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

SCHEDULE -VII

Business Rules for Reverse Auction

This has reference to tender no E35240089, BHEL shall finalise the Rate for the supply of **TCMOU for fabrication of ESP tanks & oil conservator on black condition** through Reverse Auction mode. BHEL has made arrangement with M/s -----, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. E35240089 dated -----, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. **Procedure of Reverse Auctioning**

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

2. **Schedule for Reverse Auction:** The Reverse Auction is tentatively scheduled on -----.

Online Reverse Auction:-

Start Time: ----- Hrs

Close Time: ----- Hrs

3. **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 ----- with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

Akumal
09/04/2018
A. Singh
09/04/25



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/needraj_kumar@bhel.in

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

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

R. Kumar
09/09/2015

A. Singh
09/14/25

BHARAT HEAVY ELECTRICALS LIMITED
JHANSI



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss 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 ----- is responsible for such eventualities.

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

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

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

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

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

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s -----.
14. M/s -----, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s-----, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format in NIC portal for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s-----, besides BHEL within two working days of Auction without fail.

(Signature)
09/04/2025
(Signature)
09/04/25



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. E35240089 dt. ----- . Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package).
 - b. Bid Placed by the bidder.
 - c. Start Price.
 - d. Decrement value.
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s -----, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (As available on www.bhel.com), shall be initiated by BHEL.

Neeraj Kumar
09/04/2025
A. C. S.
09/04/25
BHARAT HEAVY ELECTRICALS LIMITED
JHANSI

**BHARAT HEAVY ELECTRICALS LIMITED**Ref: **E35240089****(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Buyer NameM/s. BHARAT HEAVY
ELECTRICALS LIMITED, JHANSI
PO BHEL JHANSI, PIN – 284120**Mr. Raj Kumar Singh****Manager (MM)****E-mail : kur.raj@bhel.in****Phone : 0510-2770001-2716****Cell : 8958035268**

(or)

Mr. Neeraj Kumar**Engr. (MM)****E-mail : neeraj_kumar@bhel.in****Phone : 0510-2770001-2387****Auction to be conducted by****M/s** -----**Date of Auction****Auction Date:** -----**Online Reverse Auction Time:**----- **Hrs (IST)****Documents Attached:****(To be sent to the bidders)**

1. Business rules for Reverse Auction (Annexure-I)
2. Process Compliance Form (Annexure-II)
3. Details of item (s) to be Reverse Auctioned (Annexure-III)
4. Post RA Price confirmation by bidder (Annexure-IV)

R. Kumar
09/04/2025

Neeraj Kumar
09/04/25

BHEL
BHARAT HEAVY ELECTRICALS LIMITED
JHANSI

**BHARAT HEAVY ELECTRICALS LIMITED**Ref: **E35240089****(A Govt. of India Undertaking)**

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Details of item (s) to be Reverse Auctioned (Annexure-III), 1st time

Item no.	Item Description	Quantity
1	ESP TANK ASSY. -OGA DRG 24670050110, REV 02. DRG.No. 24671550171, REV 11. - HV DUCT (USE VAR.00) DRG.No.14671550055, REV 06. BLANKING PLATE ASSY. DRG No.34671550001, REV 05. -TANK COVER ASSY. DRG No.24671850032, REV 06. a) OIL CONSERVATOR ASSY DRG.No-24675150028, REV 04. OR b) OIL CONSERVATOR ASSY DRG.No-24675150026, REV 04.	1Kg

Enquiry no. : **E35240089**

Date : -----

The offers of all the bidders are technically & commercially frozen submitted by the bidders & clarified in subsequent correspondence, if any, with the bidders.

NOTE- RATE TO BE QUOTED IN RS PER KG. BASIS.

Alkummar
09/04/25

Alamp
09/04/25

BHARAT HEAVY ELECTRICALS LIMITED
JHANSI



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Annexure – II

Process Compliance Form (1st time/ 2nd time/ 3rd time/ 4th time.....12th time)

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

To,

M/s-----

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 **TCMOU for fabrication of ESP tanks & oil conservator on black condition.**

BHEL enquiry/ RFQ no. E35240089 dt. -----.

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email/ the price confirmation & break up of our quoted price (including that of line items) as per PRICE BID FORMAT IN NIC PORTAL within two working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s-----.

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

With regards

Signature with company seal.....

Name –.....

Company / Organization.....

Designation within Company / Organization.....

Address of Company / Organization.....

- Sign this document and FAX/ email it to M/s-----, prior to start of the Event.

(Handwritten signature)
09/04/2015

(Handwritten signature)
09/04/15



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Annexure – IV

RA price confirmation and breakup(1st time/ 2nd time/ 3rd time/ 4th time.....12th time)

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

(Separate sheet shall be submitted for each item)

To,

M/s -----

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted:

Rs. { _____ in value & in words _____ } for item(s)

covered under tender enquiry No. E35240089 dt. -----

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

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

=====

Total - Rs.....in value & in words.....

=====

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

Yours sincerely,

For _____

Name:.....

Company:.....

Date:.....

CC: The Mgr (MM)/ BHEL JHANSI



BHARAT HEAVY ELECTRICALS LIMITED

Ref: E35240089

(A Govt. of India Undertaking)

MM (PURCHASE), JHANSI – 284120

Phone : 0510-2770001-2716

Email: kur.raj@bhel.in/neeraj_kumar@bhel.in

Annexure- MII

**Certificates of Local content for Availing “Make in India “Preference
(Vendor has to submit in their letter head)**

Tender No: E35240089

**Item Description: Fabrication of ESP tanks & oil conservator for ESP
Transformers on BLACK CONDITION against TCMOU for 3 Years.**

We have examined the information, records and book of Accounts presented before us by our client(s) (M/s.....) and certify that the local content, which is the amount of value added in India (i.e. the total value of the item procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value, in percent is for is%. (Tender No:.....).

Details of location at which local value addition will be made as follows:

We understand that this certificate is being produced by our client named above, for the purpose of availing purchase preference under Public Procurement (Preference to Make in India), Order 2017, when the certified **local content is minimum%**, in the above-mentioned tender. We are aware that any false declarations in this respect will be in breach of the Code of integrity under Rule 175(1) (i) (h) of the General Financial Rule for which our client or its successors can be debarred for up to two years as per 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

We are also aware that we are liable to be taken up under Section 22 of the Chartered Accountants Act, 1949 along with such other actions as may be permissible under the Company and other relevant laws, in case of any false/incorrect certification of local content mentioned as above, by us.

Date: (Seal & Signature of the Statutory Auditor)
UDIN NO-

Place:

NOTE *- Bidders are required to provide above certificate at their letter head from the **statutory Auditor or Cost Auditor** of the Company (In case of Companies) OR from **a practicing Cost Accountant / Chartered Accountant** (In respect of bidders other than Companies)

R. Kumar
09/04/2025
A. Singh
09/04/25
BHEL JHANSI