

 JSC140/M2053	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																								
		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">ENQ NO/DT:</td> <td style="width:30%;">E1220011</td> <td style="width:30%;">04/04/23</td> <td style="width:10%; text-align: center;">PAGE</td> <td style="width:10%; text-align: center;">1</td> </tr> <tr> <td>REV NO/DT:</td> <td>1</td> <td>18/05/23</td> <td></td> <td style="text-align: center;">6</td> </tr> </table>	ENQ NO/DT:	E1220011	04/04/23	PAGE	1	REV NO/DT:	1	18/05/23		6														
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REV NO/DT:	1	18/05/23		6																						
OUR ABOVE ENQUIRY OF PREVIOUS REV & DATE IS AMENDED WITH FOLLOWING CHANGED / ADDED ITEMS.		<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Enq Due on:</td><td>03-06-23 SATURDAY</td></tr> <tr><td>Close at:</td><td>13:15 Open at:14:00</td></tr> <tr><td>Matcat:</td><td>121002 Pre.Comp.Pbd (Indegi</td></tr> <tr><td>Validity:</td><td>120 days from Technical bid opening date</td></tr> <tr><td>IEM:</td><td></td></tr> <tr><td>TOP:</td><td>See Special Remarks</td></tr> <tr><td>RA:</td><td>BHEL reserves the right to conduct RA</td></tr> <tr><td>Est. Value:</td><td>Item wise</td></tr> <tr> <td>Bid Type:</td> <td>TWO BID</td> <td>Delivery:</td> <td>FOR Jhansi</td> </tr> <tr> <td>Tot Item:</td> <td>12</td> <td>E-Proc:</td> <td>Yes</td> </tr> </table>	Enq Due on:	03-06-23 SATURDAY	Close at:	13:15 Open at:14:00	Matcat:	121002 Pre.Comp.Pbd (Indegi	Validity:	120 days from Technical bid opening date	IEM:		TOP:	See Special Remarks	RA:	BHEL reserves the right to conduct RA	Est. Value:	Item wise	Bid Type:	TWO BID	Delivery:	FOR Jhansi	Tot Item:	12	E-Proc:	Yes
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DESCRIPTION	DELIVERY	QUANTITY (PSL UM)																								
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 1.5 TK X 1800 X 3100 TO 3200 mm LG WEIGHT PER M2 = 1.8 KG.	MAR-23 JUN-23	30000.00 30000.00																								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">ITEM NO : 2</td> <td style="width:25%;">PSL QTY/UM:</td> <td style="width:25%;">4000.00 M2</td> </tr> <tr> <td>MATL CODE : AA2111708038</td> <td>PO QTY /UM:</td> <td>9600.00 KG</td> </tr> <tr> <td>DESTINATION: JS</td> <td colspan="2"></td> </tr> </table>			ITEM NO : 2	PSL QTY/UM:	4000.00 M2	MATL CODE : AA2111708038	PO QTY /UM:	9600.00 KG	DESTINATION: JS																	
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DESCRIPTION	DELIVERY	QUANTITY (PSL UM)																								
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 2 TK X 1800 TO 2100 X 3100 TO 3200 mm LG WEIGHT PER M2 = 2.4 KG.	MAR-23 JUN-23	2000.00 2000.00																								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">ITEM NO : 3</td> <td style="width:25%;">PSL QTY/UM:</td> <td style="width:25%;">10000.00 M2</td> </tr> <tr> <td>MATL CODE : AA2111708046</td> <td>PO QTY /UM:</td> <td>36000.00 KG</td> </tr> <tr> <td>DESTINATION: JS</td> <td colspan="2"></td> </tr> </table>			ITEM NO : 3	PSL QTY/UM:	10000.00 M2	MATL CODE : AA2111708046	PO QTY /UM:	36000.00 KG	DESTINATION: JS																	
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DESTINATION: JS																										
DESCRIPTION	DELIVERY	QUANTITY (PSL UM)																								
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 3 TK X 1800 X 3200 MM LG WEIGHT PER M2 = 3.6 KG.	MAR-23 JUN-23	5000.00 5000.00																								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">ITEM NO : 4</td> <td style="width:25%;">PSL QTY/UM:</td> <td style="width:25%;">800.00 M2</td> </tr> <tr> <td>MATL CODE : AA2111708054</td> <td>PO QTY /UM:</td> <td>3840.00 KG</td> </tr> <tr> <td>DESTINATION: JS</td> <td colspan="2"></td> </tr> </table>			ITEM NO : 4	PSL QTY/UM:	800.00 M2	MATL CODE : AA2111708054	PO QTY /UM:	3840.00 KG	DESTINATION: JS																	
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DESCRIPTION	DELIVERY	QUANTITY (PSL UM)																								
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 4.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 4.8 KG.	MAR-23 JUN-23	400.00 400.00																								
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">ITEM NO : 5</td> <td style="width:25%;">PSL QTY/UM:</td> <td style="width:25%;">2500.00 M2</td> </tr> </table>			ITEM NO : 5	PSL QTY/UM:	2500.00 M2																					
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 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 JSC140/M2053	PURCHASE ENQUIRY	
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MATL CODE :	AA2111708062	PO QTY /UM:	15000.00 KG
DESTINATION:	JS		

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 5.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 6 KG	MAR-23	1500.00
	JUN-23	1000.00

ITEM NO :	6	PSL QTY/UM:	2000.00 M2
MATL CODE :	AA2111708070	PO QTY /UM:	14400.00 KG
DESTINATION:	JS		

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-184 IN SIZE 6.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 7.2 KG.	MAR-23	1000.00
	JUN-23	1000.00

ITEM NO :	7	PSL QTY/UM:	2500.00 M2
MATL CODE :	AA2111708089	PO QTY /UM:	24000.00 KG
DESTINATION:	JS		

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 8.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 9.6 KG.	MAR-23	1250.00
	JUN-23	1250.00

ITEM NO :	8	PSL QTY/UM:	4000.00 M2
MATL CODE :	JS2111709999	PO QTY /UM:	50000.00 KG
DESTINATION:	JS		

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 10.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 12.5 KG.	MAR-23	2000.00
	JUN-23	2000.00

ITEM NO :	9	PSL QTY/UM:	2500.00 M2
MATL CODE :	AA2111709018	PO QTY /UM:	37500.00 KG
DESTINATION:	JS		

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 12.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 15.00 KG.	MAR-23	1250.00
	JUN-23	1250.00

ITEM NO :	10	PSL QTY/UM:	750.00 M2
MATL CODE :	AA2111709026	PO QTY /UM:	15000.00 KG
DESTINATION:	JS		

 BHEL JSC140/M2053	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	
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DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 16.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 20.00 KG.	MAR-23	400.00
	JUN-23	350.00
ITEM NO : 11 MATL CODE : AA2111709034 DESTINATION: JS		PSL QTY/UM: 500.00 M2 PO QTY /UM: 15625.00 KG

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE-185 SIZE 25.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 31.25 KG.	MAR-23	250.00
	JUN-23	250.00
ITEM NO : 12 MATL CODE : AA2111709077 DESTINATION: JS		PSL QTY/UM: 500.00 M2 PO QTY /UM: 30000.00 KG

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 50.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 60.00 KG.	MAR-23	250.00
	JUN-23	250.00

SPECIAL REMARKS:

- REV 01 ENQUIRY IS BEING ISSUED TO RE-FLOATE THE ENQUIRY WITH DUE DATE 03.06.2023.
- 1. PRESS TENDER ENQUIRY IS FLOATED IN TWO BID SYSTEM THRU E-PROCUREMENT (<https://eprocurebhel.co.in>) FOR FINALIZATION OF FRAME WORK AGREEMENT /RATE CONTRACT FOR PRE COMPRESSED PRESSBOARD. THE VALIDITY OF RATE CONTRACT(RC) WILL BE ONE YEAR FOR ORDERING FROM DATE OF AWARD OF RATE CONTRACT AND FURTHER THREE MONTHS FOR SUPPLY.
- 2. OFFER HAS TO BE SUBMITTED THROUGH NIC ONLY. OFFER SUBMITTED THROUGH ANY OTHER MEANS WILL NOT BE ACCEPTED.
- 3. ALL TECHNO COMMERCIAL DOCUMENTS INCLUDING PQR, TENDER DOCUMENTS, TECHNO COMMERCIAL MANDATORY SHEETS, TECHNICAL SPEC TO BE SUBMITTED WITH TECHNO COMMERCIAL BID .
- 4. ALL TENDER TERMS AND CONDITIONS SHALL STRICTLY BE ADHERED.
- 5. PLEASE GO THROUGH SCHEDULE I TO VI OF NIT AND QUOTE ACCORDINGLY.
- 6. INTRIGITY PACT ARE TO BE SUBMITTED ALONGWITH BID PART-I DULY SIGNED WITH COMPANY SEAL .
- 7. PRICE TO BE QUOTED ON FIRM BASIS AND NO PVC IS APPLICABLE.
- 8. FA MAYBE FINALIZED ON TWO SOURCES FOR SMOOTH SUPPLY WITH SPLITTING BETWEEN L1 & L2 IN THE RATIO OF (70:30)APPROX. QUANTITY DISTRIBUTION SHALL HOWEVER ALSO BE SUBJECT TO CAPACITY COMMITTED TO BHEL, ACCEPTANCE OF THE RATES/TERMS & CONDITIONS ESTABLISHED WITH L-1 BIDDERS ETC.
- 9. DELIVERY TERMS: RATES TO BE QUOTED ON FOR BHEL JHANSI BASIS INCLUDING FREIGHT, INSURANCE, PACKING, FORWARDING ETC. IN BIDDER'S ACCOUNT.



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PURCHASE ENQUIRY

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10. CONTROL OF RC BY VALUE: RC SHALL BE CONTROLLED BY VALUE OF RC ENTERED INTO WITH A VENDOR. ITEM WISE QUANTITY REQUIREMENT IS TENTATIVE ESTIMATED AND ORDERING OF ITEMS CAN VARY TO ANY EXTANT WITHIN THE VALUE OF RC ENTERED INTO WITH A VENDOR LIMITED TO +/-30%.
11. SOURCE INSPECTION MAY BE DONE AT SUPPLIERS WORKS BY BHEL /BHEL APPROVED 3RD PARTY /CUSTOMER AS INDICATED INDIVIDUAL PO. FINAL INSPECTION FOR ACCEPTANCE OF QUALITY AND QUANTITY SHALL BE DONE AT BHEL. TEST CERTIFICATE AND GUARANTEE CERTIFICATE SHALL BE SUPPLIED WITH EACH LOT OF SUPPLY.
12. EVALUTION SHALL BE ON ITEM WISE BASIS. ORDERING ON SPECIFIC VENDOR WILL BE CONTROLLED BY TOTAL VALUE OF AWARD TO ITEM & NOT BY QUANTITY OF PRE COMPRESSED PRESSBOARD SHEET.
13. DELIVERY MENTIONED IS TENTATIVE AND ACUTAL DELIVERIES WILL BE GIVEN IN ORDERS DERIVED FROM THIS R/C.
14. THE ESTIMATED REQUIREMENT MAY VARY WITHIN PLUS/ MINUS 30%.
15. NO TENDER FEES SHALL BE APPLICABLE.
16. LOADING SHALL BE APPLICABLE FOR NON-ACCEPTANCE OF NIT TERMS AND CONDITIONS.
17. IN CASE OF INSPECTION AT VENDOR WORKS BY TPI/BHEL/CUSTOMER, SUPPLIER HAS TO PROVIDE 15 DAYS ADVANCE INTIMATION FOR INSPECTOR DEPUTATION ON VENDOR WORKS. FURTHER DISPATCH CLEARANCE WILL BE GIVEN WITHIN 4 DAYS OF SUBMISSION OF REPORT TO BHEL/CUSTOMER. VENDOR TO TAKE CARE OF OTHER ELEMENTS OF INSPECTION SUCH AS INSPECTION DURATION, INSPECTION REPORT SUBMISSION, ARRANGEMENT OF PACKING, TRANSPORTATION DURATION FROM SUPPLIER WORKS TO BHEL JHANSI ETC. TO MEET DELIVERY DATES OF PO.
18. BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED FOR 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.
19. TENDER EVALUATION WILL BE IN INR ON TOTAL COST TO BHEL ON FOR BHEL JHANSI BASIS.

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 - 284129, INDIA
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PURCHASE ENQUIRY

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FOR AND ON BEHALF OF
BHARAT HEAVY ELECTRICALS LTD

RHL
78/05/23
RAHUL KUMAR
DY MANAGER (TRFR MM)
Email:-rahulkumar.r@bhel.in

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

NOTE :

- * THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS OF ENQUIRY (JHS 2055A Rev 03) WHICH ARE UPLOADED AT <https://www.bheljhs.co.in/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 CONSTRUCT 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 20 MB , otherwise the offer shall not be delivered due to size limitation and bidder sending mail attachments more than 20 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 .

PURCHASE ENQUIRY E1220011

RATE CONTRACT FOR ONE YEAR FOR PROCUREMENT OF PRE-COMPRESSED PRESSBOARD

TENDER DOCUMENTS

SL.	Description	Schedule	Page. No
1	Terms & Conditions of the Enquiry	Schedule-I	2-9
2	Pre-Qualifying Requirement (PQR)	Schedule-II	10-11
3	Techno Commercial Bid (Part - A)	Schedule-III	12-14
4	Price Bids (Part-B)	Schedule-IV	15
5	Business Rules for reverse Auction.	Schedule-V	16-23
6	Integrity Pact	Schedule-VI	24-29

(SCHEDULE- I)

Terms & Conditions for Establishing Rate Contract of PRE-COMPRESSED PRESSBOARD

General: Tenders are invited in Two-Part Bid system for establishing Rate Contract for PRE COMPRESSED PRESSBOARD for one year as per Specifications and terms & conditions mentioned in the Schedules -“I to VI” on BHEL Procurement (NIC) only The supplies against this enquiry shall be subject to our General Terms and conditions of enquiry and PO (JHS2055A Rev.03 at https://jhs.bhel.com/apps/sip/enq/terms/enq_tems_current.pdf). In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail. Make in India/MSE and other Guidelines issued by Gov,t of India/Ministry will be applicable to this Enquiry .

1. The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: www.bhel.com. Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.
2. Lot wise quantity and delivery schedule indicated in the enquiry sheet is tentative. Actual procurement will be carried out progressively as per requirement of BHEL.
3. **Procedure for Bid submission:** -Offer to be submitted in BHEL EProcurement (NIC) only. Offer submission through any other mode is not acceptable.
Bid submission consists of two parts

-Part-A Techno-Commercial bid

-Part-B Price Bid

Both Part-A & Part-B of the offer shall be submitted on NIC only.

Part -A of the bid shall complete details of the product offered, acceptance to the specifications, all techno commercial terms and conditions of the Schedules.

In case it becomes necessary to deviate in any of the above, deviations must be clearly brought out in bid Part-A of the offer. 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.

Part-B of the Bid is uploaded on NIC. Bidder has to submit the Price Bid in the same format on NIC only. Bid submission on any other format is not acceptable. Rate to **be quoted per Kg on FOR BHEL, Jhansi basis for individual item as per NIC format.**

Pl note that evaluation shall be done on Total cost to BHEL (FOR BHEL, Jhansi) basis.

4. **Bid Opening:** - The “Techno-commercial” part of the bid i.e. Bid Part-A of the offers shall be opened on the due date of tender opening on NIC. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. The Price bid Part-B of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of ‘Price bid -Part B’ opening shall be intimated later on.

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 the techno commercially qualified bidders. In case any bidder(s) do(es) not participate in online Reverse Auction, their price bid as submitted by vendor on NIC along with applicable loading, if any, shall be considered for ranking.”

“Pre-Qualification Criteria

Please refer attached Schedule-II Offers of only those Bidders who meet the Pre-qualification criteria will be accepted. Any deviation from these shall render offer submitted by bidder as rejected.

In case of space constraint, Information asked in PQR (Schedule-II) shall be submitted as additional attachment with Sign and Seal.

Pl provide Turnover details of last three Financial years as below.

Refer Point no 2 of Schedule-II

Financial Year	2019-20	2020-21	2021-22	Average Turnover
Turnover				

Vendor to submit details of executed PO as per Point no. 3& 4 of Schedule-II

Customer Name	Order no & Date	Qty. supplied in UOM	Tax Invoice No./Completion Certificate & Date.	Remarks, if any

5. **Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) taking into account all duties / taxes / Cess like GST as per prevailing structure on date of Techno commercial bid opening (bid Part-I). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening. Evaluation of items shall be done on item wise L1 basis.
6. **Technical Parameters and Tendered Quantity:** - PRE-COMPRESSED PRESSBOARD shall conform to the purchase specifications. BHEL QA plan and / or customer approved QA plan to be followed strictly. Tentative quantity breaks up is mentioned below.

ENQ ITEM NO	ITEM DESCRIPTION	QTY (M2)	QTY (KG)
1	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 1.5 TK X 1800 X 3100 TO 3200 mm LG WEIGHT PER M2 = 1.8 KG.	60000	108000
2	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 2 TK X 1800 TO 2100 X 3100 TO 3200 mm LG WEIGHT PER M2 = 2.4 KG.	4000	9600
3	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 3 TK X 1800 X 3200 MM LG WEIGHT PER M2 = 3.6 KG.	10000	36000
4	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 4.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 4.8 KG.	800	3840
5	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 5.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 6 KG	2500	15000
6	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE- 184 IN SIZE 6.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 7.2 KG.	2000	14400
7	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE- 185 IN SIZE 8.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 9.6 KG.	2500	24000
8	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE- 185 IN SIZE 10.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 12.5 KG.	4000	50000
9	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE- 185 IN SIZE 12.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 15.00 KG.	2500	37500
10	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE- 185 IN SIZE 16.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 20.00 KG.	750	15000

11	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE-185 SIZE 25.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 31.25 KG.	500	15625
12	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE- 185 IN SIZE 50.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 60.00 KG.	500	30000

Quantity may vary within +/- 30%. At the time of supply, TC/GC/CC and other Documents as per Schedule of the PO must accompany each lot.

7. **Pricing Terms:** - Material will be supplied on finished basis and rate so quoted shall be firm during validity of contract.
8. **Transit Insurance:** - By the bidder. In case of insurance by BHEL, bidders shall have to comply with our general terms and conditions in this regard. Also bidder shall have to render all necessary assistance needed by BHEL to recover the damages from the insurers, in the event of claim arising under policy.
9. **Terms of delivery:** - In case of indigenous bidders, we prefer on F.O.R BHEL, Jhansi basis. In case of EX- Works delivery, for evaluation freight and insurance shall be loaded. Bidders may note that delivery beyond committed schedule will attract penalty for delay. the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date. To have an equitable comparison amongst the vendors in the tender, freight charges from dispatch city to BHEL, Jhansi shall be loaded on quoted prices as given below.
for freight charges @ 0.005% per KM of basic quoted rate (with minimum loading for 100KM) or

as per below table.

Description/ Type of Press Board	Type of Vehicle for transporting one sheet of Pre compressed Press Board (i.e. 9MT or 21MT or 41MT)	Applicable FTL rates (Rs/MT- Km)	Distance from dispatch city to Jhansi+15 Km	Total Freight charges	Freight charges per Nos on Press Board
A	B	C	D	E=C*D*9 Or E=C*D*21 Or E=C*D*41	F=E

Both Above loading way is tentative and depends on BHEL discretion.

and for Insurance offer will be loaded @ 0.05775% on (basic + GST + Frt.) to arrive relative status i.e. L1, L2.etc.

10. Purchase from customer approved vendors: - Bidders may note that PRE-COMPRESSED PRESSBOARD for most of the customers is to be sourced from their approved vendors only. In those cases, pertaining to requirement of such contracts, BHEL would open the price Bid and place purchase orders on the approved vendors of respective customer only.

11. Number of Suppliers: - We need 2 suppliers for execution of this contract and the tentative distribution of quantities among L1 & L2 would be in the ratio of 70:30 Number of minimum suppliers required to execute this contract may change depending upon committed capacity and also acceptance to counter offer, if any, made by BHEL. Number of bidders for quantity distribution shall be (n-1), limited to 2 bidders where n is number of techno – commercially qualified bidders and shall be as shown below:

n	L1	L2	Total
1	100	-	100
2	70	30	100

Wherever, 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. The ordering will further be governed by customer, approval of vendors (wherever applicable), manufacturing capacity, loading of jobs, delivery & quality performance of vendors.

If there is only one techno commercial acceptable vendor, BHEL reserves the right to allocate 100% quantity or the quantity required by BHEL to L1 vendor.

Quantity variation for split quantities: Quantity variation of +/-30% will be applicable for individual vendors on split quantities also.

All efforts will be made by BHEL to maintain proportionate quantity distribution between L1 and L2 vendors to the extent possible. However, ordering against rate contract will depend upon the actual requirement /projects received by BHEL/ Vendors approved by BHEL customer.

Distribution of Enquiry Quantity with respect to MSE/MII quantity benefit will prevail over any other distribution mentioned in this Enquiry.

12. Inspection/Quality Checks and Quality Records: - Pre-dispatch /source inspection/ Third Party Inspection may be carried out at vendor works as per practice in vogue or Customer requirement. However, vendor shall maintain all records of input materials and finished Press Board thereby establishing traceability. BHEL may conduct quality audit at

supplier works for ensuring implementation of Quality system. Vendor shall carry out all the Electrical & Mechanical tests as called for in the specifications and submit Test certificates for each lot of dispatch.

13. All costs related to inspections and re-inspections shall be borne by the Seller. Seller shall be responsible to provide assistance such as labor, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
14. Supplier has to provide 15 Days advance intimation for inspector deputation on vendor works. Further dispatch clearance will be given within 4 days of submission of report to BHEL/CUSTOMER. Vendor to take care of other elements of inspection such as Inspection duration, Inspection report submission, arrangement of Packing, transportation duration from Supplier works to BHEL Jhansi etc. to meet delivery dates of PO.
15. **Replacement of rejected Goods:** - Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interalia cost elements such as total transportation, insurance and other taxes / levies etc. as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.
16. **Guarantee:** - PRE-COMPRESSED PRESSBOARD under this tender shall be free from any kind of manufacturing defects and shall be under guarantee for a period of 24 months from the date of receipt at BHEL, Jhansi.
17. **Payments Terms:** - 100% payment within 90 days of receipt of material (45 days for MSE / NSIC registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents.
Any deviation from the following 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

In case LC payment term for indigenous bidders are accepted by the competent authority, offers with interest free Usance period less than 120 days (45 days for MSEs vendors & subject to submission of Udyog Aadhar Memorandum) shall be liable for rejection.
18. **Validity of Offer:** - Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract.
19. **Levy of Penalty for delayed performance:** - Penalty shall be @0.5 % per week subject to maximum of 10 % of the undelivered portion shall be applicable for delayed supplies. Along with LD recovery, the applicable GST shall also be recoverable from sellers.
20. In case of non-acceptance of LD Clause, the suitable loading up to 10% maximum shall be done on supplier's quoted rate to derive the L-1 Status.

21. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions of enquiry' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions rev 03 of enquiry, if any, for this enquiry shall only prevail.
22. **Applicable Laws and Jurisdiction of Courts:** - Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
23. 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 their 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 ownership/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. "

24. **INTEGRITY PACT: -**

As per Government of India's guidelines this contract will be covered under Integrity pact. Performa for Integrity pact is enclosed with this enquiry. Integrity pact document, as per this format, is to be prepared and signed by vendors and is to be submitted along with Techno-commercial bid (Part-1) duly signed and sealed. Offers received without signed pact shall be rejected, price bid of such vendors will not be opened.

Independent external monitor (IEM) For monitoring of enquiry procedure, under Integrity pact an Independent External monitor (IEM) is appointed by BHEL.

The IEM appointed for this contract is:

SL.NO	IEM	EMAIL
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

Prepared by

Rahul Kumar

Dy.Mgr (TRFR MM)

PRE QUALIFYING REQUIREMENT FOR ENQUIRY NO. E1220011

(SCHEDULE-II)

[illegible]

Sl. No.	REQUIREMENT	Bidder's Response																				
4	Minimum Quantum- For qualifying, bidder should have supplied minimum 10% (For Non-MSEs) or 7% (For MSEs) of NIT quantity of the item(s) for which they have quoted. Vendor to submit details of executed PO. <table><thead><tr><th>Customer Name</th><th>Order No. & Date</th><th>Qty. supplied in UoM</th><th>Tax Invoice / Completion Certificate & Date</th><th>Remark, if any</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>	Customer Name	Order No. & Date	Qty. supplied in UoM	Tax Invoice / Completion Certificate & Date	Remark, if any																
Customer Name	Order No. & Date	Qty. supplied in UoM	Tax Invoice / Completion Certificate & Date	Remark, if any																		
5	It is better / desired that New vendors who are not registered with BHEL, Jhansi should submit duly filled "Supplier Registration Form (SRF)" along with the requested documents. The SRF is available on line on our website www.bhel.com. However the same is not mandatory.	☐ Document Submitted																				

- We agree that our bid is liable to be rejected in case (a) the relevant information is not filled, (b) documentation is incomplete, (c) there are false declarations, and (d) if we do not meet the PQR.
- Criteria at Sl. No. 5 is desirable. Other are mandatory.
- Supporting documents for the details filled above have been submitted.

(Signature of the Supplier with Name, Designation & Seal)

(SCHEDULE-III)

Acceptance to salient Terms & Conditions of the Enquiry I.e. Techno Commercial Bid

Sl.No	DESCRIPTION	TO BE FILLED BY THE VENDOR
A-	Name of the Supplier with Telephone No./Fax No./Email	
B-	Name and Designation of Contact person	
C-	Address of the works at which inspection/delivery is offered.	

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance to Technical terms & conditions including Technical/Purchase Specs as mentioned in Schedule-I to VI	☐ Accepted
2-	Participation by the Bidders in the tender shall be construed as acceptance of the bidder to the General Terms and Conditions JHS2055A-Rev-03 uploaded at https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf We confirm that we have read the GTC with applicable revision, and accepts the same.	☐ Accepted
3-	Conformance / Test Certificate/Guarantee Certificate (along with supply) as specified in enquiry will be provided.	☐ Yes
4-	(a) Delivery period on FOR basis from date of PO issue/LOI, whichever is later. (b) Supplier shall have minimum monthly capacity of total 20 Tonnes reserved for BHEL. (c) Supplier shall provide maximum monthly capacity which can be reserved for BHEL Jhansi	Days. ☐ Accepted -.....

5-	Taxes and Duties: -Extra as applicable. a). CGST (Mention N.A if not applicable) b). SGST (Mention N.A if not applicable) c). IGST (Mention N.A if not applicable)	☐ Accepted a).....% b).....% c).....%
6-	Price Bid submitted as per attached price bid format only	☐ Accepted
7-	Bidders quoted against all enquiry items. In case Bidders quoted for less items, same to be mentioned	☐ Accepted No of Enq. Items against which Bidder quoted_____
8-	Acceptance for prices finalization through reverse auction (R.A) i.e. Acceptance to participation in R.A	☐ Accepted
9-	Terms of delivery on F.O.R BHEL Jhansi basis.	☐ Accepted
10-	Validity - Quoted prices are valid for 120 days from date of tender opening.	☐ Accepted
11-	Acceptance for prices on firm basis and no PVC is applicable.	☐ Accepted
12-	Payment Terms - 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL, on direct presentation of the documents. In case of dispatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	☐ Accepted
13-	No Advance payment terms will be accepted.	☐ Accepted
14-	Liquidated Damage / Penalty – Penalty shall be @0.5 % per week or part there of subject to maximum of 10 % of the undelivered portion shall be applicable for delayed supplies. LD recovery, the applicable GST shall also be recoverable from vendors.	☐ Accepted

15-	<u>Risk Purchase</u> - If the material is not supplied within stipulated delivery indicated in PO, BHEL shall have the option to purchase the material from other sources at the supplier's risk & cost.	☐ Accepted
16-	<u>Guarantee:</u> 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 receipt at BHEL Jhansi and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.	☐ Accepted
17-	"The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice."	☐ Accepted
18-	Supplier has to provide 15 Days advance intimation for inspector deputation on vendor works. Further dispatch clearance will be given within 4 days of submission of report to BHEL/CUSTOMER. Vendor to take care of other elements of inspection such as Inspection duration, Inspection report submission, arrangement of Packing, transportation duration from Supplier works to BHEL Jhansi etc. to meet delivery dates of PO.	☐ Accepted
19-	Whether you are a MSME Vendor-Yes/No If yes, please fill up the following details as per UDYAM Certificate- UDYAM Certificate- Udyam Registration No..... Type of Enterprises- (Micro/Small/Medium) Activity- (Manufacturer/Trader)	☐ Accepted

Signature of Supplier & seal :

Date :

Name of contact person :

Cell No. :

Landline with STD code & E-mail :

(SCHEDULE-IV) (PRICE BID)

[Validate](#) [Print](#) [Help](#)

[Item Wise BoQ](#)

Tender Inviting Authority: SR. DGM-TMM

Name of Item: Pre Compressed Pressboard

Contract No: E1220011

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs per Kg	Unit rate per Kg in words
1	2	3	4	5	12	7	13
1	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 1.5 TK X 1800 X 3100 TO 3200 mm LG WEIGHT PER M2 = 1.8 KG.	item1	108000.00	Kg	INR		INR Zero Only
2	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 2 TK X 1800 TO 2100 X 3100 TO 3200 mm LG WEIGHT PER M2 = 2.4 KG.	item2	9600.00	Kg	INR		INR Zero Only
3	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 3 TK X 1800 X 3200 MM LG WEIGHT PER M2 = 3.6 KG.	item3	36000.00	Kg	INR		INR Zero Only
4	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 4.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 4.8 KG.	item4	3840.00	Kg	INR		INR Zero Only
5	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 5.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 6 KG	item5	15000.00	Kg	INR		INR Zero Only
6	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-184 IN SIZE 6.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 7.2 KG.	item6	14400.00	Kg	INR		INR Zero Only
7	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 8.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 9.6 KG.	item7	24000.00	Kg	INR		INR Zero Only

8	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 10.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 12.5 KG.	item8	50000.00	Kg	INR		INR Zero Only
9	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 12.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 15.00 KG.	item9	37500.00	Kg	INR		INR Zero Only
10	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 16.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 20.00 KG.	item10	15000.00	Kg	INR		INR Zero Only
11	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE-185 SIZE 25.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 31.25 KG	item11	15625.00	Kg	INR		INR Zero Only
12	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 50.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 60.00 KG.	item12	30000.00	Kg	INR		INR Zero Only

(SCHEDULE-V)

BUSINESS RULES FOR REVERSE AUCTION

This has reference to tender no **{E1220011 date XXXX}**. BHEL shall finalise the Rates for the supply of *{Pre-Compressed Pressboard}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, 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. *{E1220011}* dated *{XXXX}*, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. 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 reverse auction, the Closing Price 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 *{shall be intimated later}*: *:{start time}:14:00 ;{Close Time:15:00 }*.

3. Auction extension time: If a bidder places a bid in the last *{05}* minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another *{05}* minutes,

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {05} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto extension will not take place even if that bid might have come in the last {05} minutes. In case, there is no bid in the last {05} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

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

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, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}
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 Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. 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 separately intimated to respective 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 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. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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. {Service provider} 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 {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {E1220011} dt. {XXXX}. 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 Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
- 19.** BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 20.** BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 21.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 22.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 23.** If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will 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.

Process Compliance Form

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

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{E1220011} dt. {XXXX} 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 as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

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

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

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

Details of item (s) for Reverse Auction

Procurement of PRE-COMPRESSED PRESSBOARD against Tender Enquiry No. E1220011 dated XXXXXXXX

ENQ.ITEM	ITEM DESCRIPTION	QTY (M2)	QTY (KG)
1	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 1.5 TK X 1800 X 3100 TO 3200 mm LG WEIGHT PER M2 = 1.8 KG.	60000	108000
2	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 2 TK X 1800 TO 2100 X 3100 TO 3200 mm LG WEIGHT PER M2 = 2.4 KG.	4000	9600
3	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 3 TK X 1800 X 3200 MM LG WEIGHT PER M2 = 3.6 KG.	10000	36000
4	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 4.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 4.8 KG.	800	3840
5	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 5.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 6 KG	2500	15000
6	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-184 IN SIZE 6.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LG. WEIGHT PER M2 = 7.2 KG.	2000	14400
7	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 8.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 9.6 KG.	2500	24000
8	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 10.0 TK X 1800 TO 2100 MM WIDE AND 2900 TO 3200 LG. WEIGHT PER M2 = 12.5 KG.	4000	50000
9	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 12.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 15.00 KG.	2500	37500
10	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 16.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 20.00 KG.	750	15000
11	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE-185 SIZE 25.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 31.25 KG.	500	15625
12	PRE. COMPRESSED PRESS BOARD TO OUR SPECIFICATION TRE-185 IN SIZE 50.0 TK X 1800 TO 2100 MM WIDE AND 3100 TO 3200 LONG. WEIGHT PER M2 = 60.00 KG.	500	30000

Quantity variation +/-30.0 % of Indented Quantity.

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

RA price confirmation and breakup

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit Address-

}

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. {E1220011..} dt.{XXXXXX}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {BHEL} District, {Jhansi} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {120 **in nos. & in words** One twenty days} days.

The price break-up is as given below.

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

(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", 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 _____ E1220011 _____

_____ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section

2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal 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 (three) 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 Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

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.

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.

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 Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact 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.



For & On behalf of the Principal
(Office Seal)

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

Place Jhansi

Date 04/03/23

Witness: [Signature]
(Name & Address) BHEL, JHANSI

Witness: _____
(Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

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

Sl	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the 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's officials whose contact details are provided below:

Details of contact person(s):

(1)
 Name: RAHUL KUMAR
 Deptt: TRPR MM
 Address: ADMIN BLDG, JHANSI
 Phone: (Landline/ Mobile) 5103412554
 Email: RAHULKUMAR.R@BHEL.IN
 Fax: _____

(2)
 Name: ARJUN SINGH
 Deptt: TRPR MM
 Address: ADMIN BLDG, BHEL JHANSI
 Phone: (Landline/ Mobile) 5102412297
 Email: ARJUN.SINGH@BHEL.IN
 Fax: _____