

Indent No.: 20220234

Date: 27.09.2022

Item: RLNG (Re-Gasified Liquid Natural Gas) at Ex- Works Dahej Gujrat.

PRE-QUALIFICATION CRITERIA

SL. NO.	DETAILS OF CRITERIA	Documents mandatorily required	BIDDER'S ACCEPTANCE/ COMPLIANCE
1	<p>Offer of only those bidders will be considered for evaluation who have already supplied Natural Gas/ RLNG to any Government Establishment / Public Sector Undertaking / Private Industry for a period of at least 3 months continuously, in past 05 years as on tender opening date. The total average quantity supplied by the bidder to their industrial customers must not be less than 1000 MMBTU per day for a period of at least 3 months continuously during their contract period.</p> <p>For this purpose, the term Industry / Industrial Customers shall include any industry but will exclude customers using Natural Gas for Domestic / Hospitality / Hospital Purposes.</p>	<p>1. PO Copy/ WO Copy/ Contract Copy 2. Invoice copies</p>	
2	<p>The bidder must be able to deliver the gas at PLL Dahej (Gujrat)/ Ankot/ Hazira Delivery Point (Non-Delivered Basis Supply).</p>	<p>Re-gasification agreement or any other relevant documents proving delivering capacity at PLL Dahej / Ankot/ Hazira Delivery Point.</p>	

Abbreviation:

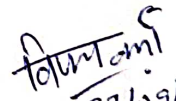
RLNG: Re-Gasified Liquid Natural Gas

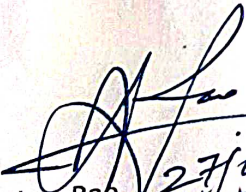
SCMD: Standard Cubic Meters Per Day

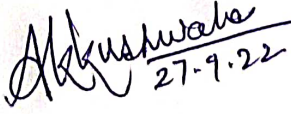
MMBTU: Metric Million British Thermal Units

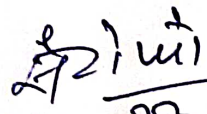
Note: During tender evaluation only, following data/formula shall be used:

1. Natural gas Gross Calorific Value (GCV) shall be considered as 9880 Kcal/SCM.
2. 1MMBTU= 252000 Kcal.
3. XXX SCM of natural gas having GCV of 9880 Kcal/SCM
Natural gas in MMBTU= XXX * 9880/252000


27/09/2022
Vijay Kumar Verma
Manager (M&S-PSX)


27/09/22
J. Keshava Rao
DGM (O&BE)
Dy. General Manager (Q.A.)
सी.एफ.एफ.पी., वी.एच.इ.एल., हरिद्वार
CFPP, BHEL, HARIDWAR


27-9-22
Anurag Kushwaha
DGM (M&S)


27.09.2022
S K Toppo
AGM (M&S)

	Ref: TE 202202341 for Re Gassified Liquid Natural Gas for 3RD quarter 2022-23	
Sr. No.	COMMERCIAL TERMS AND CONDITIONS FOR SUPPLY OF RLNG	Bidder acceptance
1	Bidder offer reference No and date	
2	<p>Only class -I local supplier or Class-II local supplier is eligible to participate in this tender as per attached order No.P -45021/2/2017-PP (BE-II) Dt 04.06.2020 and its revision dated 16/09/2020. issued by Gov. of India, Ministry of Commerce and Industry and Internal Trade . Supplier is requested to mention their supplier status (class -I local supplier / Class-II local supplier / Non local supplier) in given column alongwith the details of locations at which the local value addition is made (as per clause no 9). Offer of Non -local supplier / Foreign bidder will be ignored.</p> <p>Supplier will provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>	
3	Bidder shall provide guarantee for supply of minimum GCV value (8500 Kcal.) for contract period.	
4	Pointwise confirmation and requisite documents against pre-qualification criteria has to be submitted by vendor. Failing which bid shall not be considered.	
5	Offer to be submitted only on e-procurement portal NIC (https://eprocurebhel.co.in/nicgep/app) before 2.00 pm on due date of tender opening. Hard copy of offer is not required to be submitted to CFFP. Any offers received in hard copy shall not be accepted and straightaway rejected by CFFP.	
6	Tentative average quantity of gas (MMBTU / Day) : 1000-3000 MMBTU	
7	Total Quantity of natural gas (MMBTU) : 177962	
8	Bidder will inform the currency of FE (foreign exchange) component of supply.	
9	Bidders must quote for full quantity else the offer may become liable to be rejected.	
10	The contract period will be for 90 days i.e. 06:00 am, Oct 1, 2022 till 06:00 am, Jan 01, 2023.	
11	The gas procured will be consumed by two different entities (units) namely CFFP, BHEL, Haridwar and HEEP, BHEL, Haridwar and thus billing is to be done for the two entities separately. Necessary documents / certificates including form 11/form-c (if and as applicable) will be issued accordingly. Separate consumption details for the two units will be informed to the supplier by CFFP, BHEL. However, payment of natural gas to supplier shall be made by CFFP, BHEL. For entire contract CFFP will act as the nodal agency.	
12	Lowest bid criteria will be based on total landed cost and after applying all the loadings as on date of opening of price bid.	
13	Supply of natural gas will be on the basis of: "REASONABLE ENDEAVOUR". "Gas supply shall be on Reasonable Endeavour (RE) basis which means that there shall not be any minimum assured quantity for the payment on daily, fortnightly or monthly gas consumption. Payment of gas shall be strictly in accordance to actual gas consumption only"	
14	Price bid of technocommercially qualified bidders will be opened directly i.e. without Reverse Auction (R A).	
15	One unpriced copy of price bid annexure- E clearly indicating details like taxes and acceptance of quotation for relevant INR components & FE components etc. is to be submitted with techno-commercial bid. In case of any deviation from the proposed break up for cost calculation annexure 'E', bidder may provide their separate sheet for net landed cost calculation of natural gas in terms of INR/MMBTU.	
16	The Ex-delivery point will be DAHEJ (GUJARAT) / Dahej/ Hazira only. Vendor to mention delivery point.	
17	Point of measurement of volume (SCM) : at CFFP	
18	Point of measurement of gross calorific value (GCV) : GAIL control room Haridwar.	
19	The total MMBTU will be calculated on GCV basis and payment will be made accordingly.	

20	<p>Billing cycle: The invoices shall be raised on fortnightly basis for supply of gas from 1st to 15th and 16th to 30th / 31st (i.e. last day of the month). The FE component of each invoice shall be converted to Rupees equivalent amount at the prevailing TT selling rate as per SBI card applicable on the last Day of the Fortnight. In case the last Day of Fortnight happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>Note: It is desired that the invoice should be raised as early as possible after completion of the fortnight so that bill processing can be done timely.</p>	
21	<p>Payment term: payment will be made as per billing cycle offered by the bidder within 15 days from the date of receipt of bills in hard / soft copy by CFFP.</p> <p>Note: a) Any deviation, in payment terms by bidder w.r.t. tender conditions following loading shall be applicable: "base rate of SBI (as applicable on the date of bid opening: Techno commercial bid opening in case of two part bids) + 6 %, shall be considered for loading for the period of relaxation sought by bidders."</p> <p>b) Payment terms offered by bidder less than 4 working days from the date of receipt of bills by CFFP shall not be acceptable and offer will be rejected.</p>	
22	<p>Risk purchase: If the successful bidder fails to supply natural gas at any stage during the contract period. BHEL reserves right to purchase natural gas from other supplier at risk and cost of the bidder.</p>	
23	<p>Supply of natural gas will be on a fixed price basis, where fixed price means FE component and INR component shall remain fixed separately throughout the contract period in respective currencies and only the currency conversion rate (forex) shall vary as applicable.</p>	
24	<p>Taxes in terms of both percentage (as applicable) and INR/MMBTU (as per effective value(s) at the time of bidding) must be mentioned in price bid. In case GST becomes applicable during the contract period the same shall be paid extra to supplier as per actual after verification of the same in GSTIN and fulfilment of other statutory requirements.</p>	
25	<p>Exchange rate from SBI (TT selling rate), as on tender opening date (part-1) shall be considered for calculation of total landed cost of natural gas per MMBTU for purpose of evaluation of offer to decide ranking of offers (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).</p>	
26	<p>LC/RLC for safeguard to supply: No LC/RLC shall be acceptable. In case bidder insists for LC/RLC; their offer may be ignored / loaded (loading for LC/RLC 0.05 % per day on landed cost).</p>	
27	<p>BHEL reserves rights to accept or reject any or all bids and / or procure natural gas from any of the suppliers without assigning any reason thereto.</p>	
28	<p>Unregistered vendors have to fill SRF (Supplier Registration Form) of their company online at our website www.bhel.com or www.bhelhwr.co.in. They can fill the SRF of their company at this site link: https://supplier.bhel.in/</p>	
29	<p>Integrity pact 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. A panel of independent external monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. 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 IP with BHEL would be competent to participate in the bidding. In other words, entering into pact would be a preliminary qualification. Details of IEM for this tender is furnished below: a) Shri Arun Chandra Verma, IPS (Retd.), b) Shri Virendra Bahadur Singh, IPS (Retd.). 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 the IEM mentioned in the tender. 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.</p>	
30	<p>Validity of offer: Minimum 15 days from tender opening date (part I bid).</p>	
31	<p>CFFP, BHEL, Haridwar will inform about Daily Nomination, (Revision if any) to Shipper and Seller each day at or before 4:00 P.M.</p>	

32	<p>All provisions of order no F.No.6/18/2019-PPD of department of Expenditure(DoE) shall be applicable for this tender enquiry (Order copy is available at https://doe.gov.in/procurement-policy-divisions). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Gol has extended lines of credit or in which the Gol is engaged in development projects for which list is available at https://www.mea.gov.in/) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.</p> <p>Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (https://www.mea.gov.in/).</p> <p>For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.</p> <p>Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (..... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (..... Name of bidder) fulfils all requirements in this regard and is eligible to be considered" If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer.</p>	
33	BHEL reserved the right to cancel tender at any stage without assigning the reason.	
34	<p>a. In case any column is left blank, it shall be deemed to be accepted by vendor.</p> <p>b. If any difference is found for any term and condition in the offer and this ANNEXURE "I", the terms quoted in this ANNEXURE 'I' shall be deemed as final and binding on vendor.</p> <p>c. Evaluation shall be on the basis of Non delivered basis i.e. Ex Works Dahej (Gujrat)/Ankot/ Hazira basis.</p>	
	Note: Attach separate sheet for additional information if necessary. The above terms & conditions supersedes the terms & conditions found contradictory written elsewhere in the tender enquiry.	

UNPRICED COPY / CALCULATION SHEET

A. NIT NO: 202202341					
B. Item: Re- Gassified Liquid Natural Gas.					
C. NAME OF BIDDER:					
NATURAL GAS ON NON-DELIVERED, FIXED RATE BASIS					
SL. NO.	PARTICULAR	DETAILS	BIDDER'S OFFER	DEVIATION (IF ANY)	REMARKS
1	Quantity Of Gas (MMBTU/ DAY)	1000-3000			
1	a	Total Quantity Of Gas (MMBTU)	177962		
2	Duration of supply : 3 Month i.e. 06:00 am, Oct 01, 2022 till 06:00 am, Jan 01, 2023.				<p>A) During tender evaluation only, following data / formula shall be used:</p> <p>1. Natural gas gross calorific Value (GCV) shall be considered as 9880 Kcal / SCM.</p> <p>2. 1MMBTU= 252000 Kcal.</p> <p>3. XXX SCM of natural gas having GCV of 9880 Kcal/ SCM Natural gas in MMBTU = XXX * 9880/252000.</p> <p>B) For evaluation, the exchange rate (TT selling rate of SBI) on the date of Part-I bid opening shall be taken. If Part-I bid opening day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>C) FE COMPONENT WILL BE FIXED THROUGHOUT CONTRACT PERIOD.</p> <p>D) In case of any deviation from the proposed break up for cost calculation, bidder may provide their separate</p> <p>Suitable loading will be done by CFFP BHEL for deviation (if any) wrt tender terms.</p>
3	a	FE COMPONENT IN USD/MMBTU (Vendor to inform currency ,if other than USD)			
3	b	Current exchange rate (will be as per Note B under Remark column).			
3	c	FE component in INR/MMBTU	3aX3b		
3	d	INR component (like marketing margin, regassification charges etc.) in INR/MMBTU			
3	e	TOTAL (In INR / MMBTU)	3c+3d		
3	f	Total service tax including cess in INR/MMBTU (if and as applicable)	@		
3	g	Prevailing VAT/SALES TAX/GST/OTHER TAXES in INR/MMBTU (if and as applicable)	@		
3	h	NET LANDED COST TO CFFP BASED ON CURRENT VALUES (RS/MMBTU) at Ex- Works Dahej Gujrat (Without loading).	3e+3f+3g		
3	i	Loading (If any)			
3	j	NET LANDED COST TO CFFP BASED ON CURRENT VALUES (RS/MMBTU) at Ex- Works Dahej Gujrat (With loading).	3h+3i		
Note: Unpriced copy of this sheet is to be submitted alongwith the offer (part- 1 bid)					

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 _____

_____ (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.

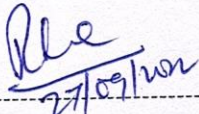
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At 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

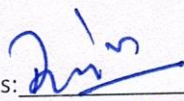
- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of 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) **उप महाप्रबन्धक (क्रय)**
Dy. General Manager (Purchase)
 Place **सी.एफ.एफ.सी.बी.एच.ई.एल., हरिद्वार**
 Date **CFFP, BHEL, HARIDWAR**

Witness: 
 (Name & Address) **Manojkr. Yadava**
Purchase, CFFP, BHEL

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

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.

SI	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: Ranjeet Lakra
Deptt: Purchase
Address: CFFP, BHEL
Phone: (Landline/ Mobile)
01334-281212
Email: rlakra@bhel.in
Fax: _____

(2)
Name: Manoj Kumar Jadhava
Deptt: Purchase
Address: CFFP, BHEL, Hanidwar
Phone: (Landline/ Mobile)
01334-281724
Email: _____
Fax: _____