



**BHARAT HEAVY ELECTRICALS LTD.**  
 (A GOVT. OF INDIA UNDERTAKING)  
 P.O BHEL Jhansi - 284129, INDIA  
 Tel.:0510-277001/2412260 Fax: 2412120  
 Email : mmx@bheljhs.co.in

**PURCHASE ENQUIRY**

ENQ NO/DT: **E1210001** 26/08/21  
 REV NO/DT: **0** 26/08/21

PAGE **1**  
6

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

Eng Due on: 24-09-21 FRIDAY  
 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

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

RA: BHEL reserves the right to conduct RA  
 Est. Value: Item wise

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

ITEM NO : 1 PSL QTY/UM: 70000.00 M2  
 MATL CODE : AA2111708102 PO QTY /UM: 126000.00 KG  
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 1.5 TK X 2100 X 3100 TO 3200 mm LG WEIGHT PER M2 = 1.8 KG.	MAY-21	35000.00
	APR-22	35000.00

ITEM NO : 2 PSL QTY/UM: 12500.00 M2  
 MATL CODE : AA2111708110 PO QTY /UM: 45000.00 KG  
 DESTINATION: JS

DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 3 TK X 2100 X 3200 MM LG (BELOW 2100 MM WIDTH IS NOT ACCEPTABEL) WEIGHT PER M2 = 3.6 KG.	MAY-21	6250.00
	APR-22	6250.00

**SPECIAL REMARKS:**

- THE BIDDER IS INFORMED THAT THE GENERAL TERMS & CONDITIONS (GTC 2055A REV 03) OF ENQUIRY WHICH ARE UPLOADED AT [https://jhs.bhel.com/apps/sip/enq\\_terms/enq\\_tems\\_current.pdf](https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf) ARE TO BE READ BY THE BIDDER BEFORE SUBMITTING QUOTE IN THE ENQUIRY. BHEL SHALL CONSTRUER THE PARTICIPATION BY THE BIDDER IN THE ENQUIRY. AS ACCEPTANCE TO THE GENERAL TERMS & CONDITIONS OF ENQUIRY.
- THIS ENQUIRY IS BEING ISSUED TO FINALISE THE R/C FOR TWO YEARS. RATE CONTRACT SHALL BE VALID FOR ORDERING UP TO 24 MONTHS FROM THE DATE OF FINALIZATION AND THERE AFTER 03 MONTHS FOR THE SUPPLY. R/C CAN BE EXTENDED FOR FURTHER THREE MONTH OR PART THERE OF ON MUTUAL CONSENT, WITH VENDOR.
- SPECIFICATIONS TRE-184 AND TRE-185 ARE AVAILABLE ONLINE.
- DISTRIBUTION IS PROPOSED AMONG TWO VENDORS IN RATION OF 70:30 FOR SMOOTH SUPPLY SUBJECT TO ACCEPTANCE OF L1 RATES, TERMS AND CONDITION BY BIDDER(S) AT L2 OR BEYOND.
- ENQUIRY IS BEING FLOATED IN "TWO BID " SYSTEMS. PLEASE SUBMIT YOUR OFFER AS MENTIONED BELOW  
 -PART-A -One Sealed Envelope-Techno-Commercial bid  
 -PART-B -Two Sealed Envelopes each consists of below  
 a). Price Bid Enquiry Item # 1  
 b). Price Bid Enquiry Item # 2
- IN ENVELOPE "A" SHOULD CONTAIN YOUR TECHNO - COMMERCIAL BID OFFER





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**

ENQ NO/DT: E1210001 26/08/21  
REV NO/DT: 0 26/08/21

PAGE 2  
6

- ALONGWITH BLANK PRICE BID (ENQUIRY ITEM WISE) I.E. PRICE BID WITH RATES BLANK. PQR, PQR SUPPORTING DOCUMENTS AS PER REQUIREMENT. ALL THE DOCUMENTS SHOULD BE CLEAR AND AUTHORIZED.PLEASE INDICATE CLEARLY ON THE COVER OF ENVELOPE "TECHNO - COMMERCIAL OFFER " AND ENQUIRY NO.WITH ENQUIRY DUE DATE. PLEASE ENSURE BLANK PRICE BID IS WITHOUT RATES OTHERWISE WILL BE BY-PASSED.BLANK PRICE BIDS SHALL BE ENQUIRY ITEM WISE.
7. ENVELOPE "B" SHOULD CONSISTS OF TWO SEALED ENVELOPES SPECIFIC TO ENQUIRY ITEMS.ENQUIRY NUMBER,ENQUIRY ITEM NUMBER AND ENQUIRY DUE DATE SHALL BE MENTIONED CLEARLY ON THE ENVELOPE. ON THE COVER OF ENVELOPE "PRICE BID" AND ENQUIRY NO.AND DUE DATE.
  8. EVALUATION OF THE TENDER WILL BE ITEMWISE.
  9. PLEASE SEND THE TECHNICAL BID (PART A) & PRICE BIDS (PART-B) AS PER ENCLOSED SCHEDULES OF TENDER DOCUMENTS ONLY.PRICE OF EACH ITEM SHALL BE IN SEPARATE SEALED ENVELOPE.
  10. ALL THE TERMS AND CONDITIONS OF THE CONTRACT WITH RESPECT TO TAXES AND DUTIES ARE SUBJECT TO THE NEW TAXATION LAWS (E.G. GST). THE TERMS AND CONDITIONS WILL BE MODIFIED IN ACCORDANCE WITH THE PROVISIONS OF NEW LAWS E.G. GST.
  11. LOADING SHALL BE APPLICABLE FOR NON ACCEPTANCE OF NIT TERMS AND CONDITIONS.
  12. PLEASE QUOTE ON FOR BHEL JHANSI BASIS.
  13. RATES SHALL BE QUOTED ON FIRM BASIS.
  14. QUANTITY VARIATION OF +/-30% OF ENQUIRY QUANTITY.
  15. INSPECTION BY CQX AT SUPPLIER,WORKS.
  16. NO TENDER FEES SHALL BE APPLICABLE.
  17. THE TENDERS DULY FILLED IN AND COMPLETE IN ALL RESPECTS TO BE DROPPED IN THE TENDER BOX LOCATED AT CISF GATE OF OUR ADMINISTRATIVE BUILDING TILL 13.15 HRS ON THE TENDER OPENING DATE AS NOTED IN THE COVERING LETTER.
  18. TENDER/QUOTATION MAY BE SENT THROUGH EMAIL ON BHEL DESIGNATED EMAIL ID ONLY.THE DESIGNATED EMAIL ID IS tenderbox.jhs@bhel.in.
  19. ALL IMPORTED CONSIGNMENT IN WOODEN PACKING SHALL BE SUBJECT TO FUMIGATION AS PER STATUARY REQUIREMENT OF GOV,T OF INDIA AND BIDDER SHALL FURNISH 'PHYTOSANITARY CERTIFICATE' OR A DECLARATION THAT WOOD PACKING MATERIAL USED IN PACKING IS IN ACCORDANCE WITH IPPC STANDARD ISPM NO.15 AND HAS BEEN LABELLED COMPLIANCE WITH IPPC MARK BY MANUFACTURE.
  20. IN THE EVENT OF BIDDER OFFERING CFR OR CIF DELIVERY TERMS FOR DELIVERY IN FCL(FULL CONTAINER LOAD),BIDDER SHALL PROVIDE 14 DAYS TIME FREE OF DETENTION FROM THE DATE OF DELIVERY AT DELIVERY PORT. IF DETENTION PERIOD LESS THAN 14 DAYS,OFFER SHALL BE LOADED.
  21. BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALY QUALIFIED BIDDERS. PRICE BIDS OF ALL TECHNO-COMMERCIALY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.
  22. OFFERS FROM FOREIGN BIDDERS WILL BE CONSIDERED ONLY IF THEY ARE IN COMPLIANCE WITH CIRCULAR NO 8 & CIRCULAR NO 49 ISSUED BY BHEL CORPORATE SS& P.
  23. OFFERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN THIS TENDER ONLY IF THEY ARE IN COMPLIANCE WITH CIRCULAR NO-9 & CIRCULAR NO 49 ISUED BY BHEL CORPORATE SS& P .
  24. SUPPLIER HAS TO PROVIDE GURANTEE CERTIFICATE/TEST CERTIFICATE/ CONFORMANCE CERTIFICATE WITH EACH SUPPLY.
  25. THICKNESS OF SHEETS AND NO. OF SHEETS/ WEIGHT IS TO BE PAINTED WITH PERMANENT MARKER ON EACH CASE CONTAINED.
  26. SUPPLIER SHALL HAVE MINIMUM MONTHLY CAPACITY OF TOTAL 20 TONNES RESERVED FOR BHEL JHANSI





BHARAT HEAVY ELECTRICALS LTD.  
(A GOVT. OF INDIA UNDERTAKING)  
P.O BHEL Jhansi - 284129, INDIA  
Tel.:0510-277001/2412260 Fax: 2412120  
Email : mmx@bheljhs.co.in

### PURCHASE ENQUIRY

ENQ NO/DT: E1210001 26/08/21  
REV NO/DT: 0 26/08/21

PAGE 3  
6

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

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

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

\*\*\*\*\*

ENCLOSERS:





BHARAT HEAVY ELECTRICALS LTD.  
(A GOVT. OF INDIA UNDERTAKING)  
P.O BHEL Jhansi - 284129, INDIA  
Tel.:0510-277001/2412260 Fax: 2412120  
Email : mmx@bheljhs.co.in

## PURCHASE ENQUIRY

ENQ NO/DT: E1210001 26/08/21  
REV NO/DT: 0 26/08/21

PAGE 4  
6

FOR AND ON BEHALF OF  
BHARAT HEAVY ELECTRICALS LTD

*Rahul*  
26/8/21  
RAHUL KUMAR  
SR ENGINEER (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 CONSTRUCE 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 SAPARATELY 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](mailto: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](mailto: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 .





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

ENQ NO/DT: E1210001 26/08/21  
REV NO/DT: 0 26/08/21

PAGE 5  
6

### LIST OF SUPPLIERS

- 1 P80550  
M/s PRESS TENDER ENQUIRY- ( OPEN TENDER )  
DUMMY CODE GIVEN FOR PRESS TENDER  
ENQUIRIES ONLY.  
JHANSI  
UTTAR PRADESH INDIA  
TIN NO :  
EMAIL :  
MOBILE :  
FAX :





**BHARAT HEAVY ELECTRICALS LTD.**  
(A GOVT. OF INDIA UNDERTAKING)  
P.O BHEL Jhansi - 284129, INDIA  
Tel. : 0510-277001/2412260 Fax: 2412120  
Email : mmx@bheljhs.co.in

### PURCHASE ENQUIRY

ENQ NO/DT: E1210001 26/08/21  
REV NO/DT: 0 26/08/21

PAGE 6  
6





# Bharat Heavy Electricals Limited

)A Govt of India Undertaking(

MM Department, Sub post Office: BHEL Jhansi 284120

Tel: 5102412554,9486369271

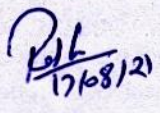
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

## PURCHASE ENQUIRY E1210001

**RATE CONTRACT FOR TWO YEARS FOR PROCUREMENT OF PRE COMPRESSED PRESS BOARD**

### TENDER DOCUMENTS

SL.	Description	Schedule	Page. No
1	Terms & Conditions of the Enquiry	Schedule-I	2-10
2	Pre-Qualifying Requirement (PQR)	Schedule-II	11-12
3	Techno Commercial Bid (Part - A)	Schedule-III	13-15
4	Price Bids (Part-B)	Schedule-IV	16-17
5	Business Rules for reverse Auction.	Schedule-V	18-26
6	Integrity Pact	Schedule-VI	27-32
7	CA Certificate for MSME Benefit.	Schedule-VII	33-34

	
<b>Prepared by</b> Rahul Kumar Sr.PO (TRFR MM)	<b>Approved by</b> Shams-Uz-Zaman DGM (TRFR MM-II)

Signature of Supplier with seal and Date

Page

1 | 34





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

### **Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001**

- 1. General:** Sealed tenders are invited in Two-Part Bid system for purchase of PRE COMPRESSED PRESS BOARD as per Specifications and terms & conditions mentioned in the Schedules -"I to VI". 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](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 and other Guidelines issued by Gov,t of India/Ministry will be applicable to this Enquiry .

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](http://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.

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.

- 2. Procedure for Bid submission:** - Offer shall be submitted by the bidders in two parts:-

- Part-A Techno-Commercial bid
- Part-B Price Bid

Both Part-A & Part-B of the offer shall be kept in two separate sealed envelopes duly super scribed as Part-A "Technical cum commercial bid" and Part-B "Price Bid". The enquiry number and due date shall also be super scribed on both the envelope.

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 I to VI.

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. Copy of unpriced bid Part-B (separately for each item) with status "Quoted (Q) & Unquoted (NQ)" must

accompany bid Part-A. **As evaluation of tender will be item wise so separate Price Bid is required for each Enquiry item. Envelope shall clearly mention the Enquiry number, Enquiry Item, and enquiry due date.**





# Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

## Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001

3. **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. 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. Before price bid opening all formalities for registration has to be completed by the bidders as per new supplier link at [www.bhel.com](http://www.bhel.com).

**Alternatively:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://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."

### "Pre-Qualification Criteria

**Please refer attached Schedule-II Offers of 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. Pl Enclosed CA audited Balance Sheet for last three years. In the case if Balance sheet of last financial year is not yet audited then the unaudited balance sheet of last financial year can be enclosed along with the certificate of CA.

Refer Point no 2 of Schedule-II

Financial Year	2018-19	2019-20	2020-21	Average Turnover
Turnover				

Signature of Supplier with seal and Date

Page

3 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

### **Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001**

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

Customer Name, Address & Phone Number	Order no & Date	Qty. supplied in UM	Tax Invoice No./Dt, Test Certificate No.	Remarks, if any

4. **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 tender enquiry (bid Part-I). Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry,

Signature of Supplier with seal and Date

Page  
4 | 32



**(SCHEDULE- I)**
**Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001**

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.**

5. **Technical Parameters and Tendered Quantity:** - Pre Compressed Press Board 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. Specifications TRE-184 is available online.

ENQUIRY ITEM	DESCRIPTION	QUANTITY	UOM
1	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 1.5 TK X 2100 X 3100 TO 3200	126000.00	KG
2	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 3 TK X 2100 X 3200 MM LG (BELOW 2100 MM WIDTH IS NOT ACCEPTABEL) WEIGHT PER M2 = 3.6 KG.	45000.00	KG

Quantity under individual item may vary within +/- 30% during execution.

At the time of supply, TC/GC/CC and other Documents as per Schedule of the PO must accompany each lot.

6. **Pricing Terms:** - Material will be supplied on finished basis and rate so quoted shall be firm during validity of contract.
7. **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.
8. **Terms of delivery:** - Supplier shall have minimum monthly capacity of total 20 Tonnes reserved for BHEL. 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.

Signature of Supplier with seal and Date

Page

5 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

### Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001

for freight charges @ 0.005% per KM of basic quoted rate (with minimum loading for 100KM) and for Insurance offer will be loaded @ 0.121% on (basic + GST + Frt.) to arrive relative status i.e. L1, L2...etc.

or as per below table.

Description/ Type of Pre- Compressed Press Board	No of Pre- Compressed Press Board(M2/ KG) in truck of 7 MT Truck/15M T truck/22 MT Trailor	Applicable FTL rates (Rs./MT- Km)	Distance from dispatch city to Jhansi+15 Km	Total Freight charges	Freight charge s per Pre- Compr essed Press Board
A	B	C	D	E=C*D*7 Or E=C*D*15 Or E=C*D*22	F=E/B

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

9. **Purchase from customer approved vendors:** - Bidders may note that Pre-Compressed Press Board 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. Clause no 23 (Purchase Preference to Make in India) as mentioned in GTC JHS2055 Rev03 will prevail for distribution. Local supplier will be preferred in Enquiry distribution accordingly.
10. **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

Signature of Supplier with seal and Date

Page

6 | 32



**(SCHEDULE- I)**

**Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001**

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 Clause no 23 (Purchase Preference to Make in India) as mentioned in GTC JHS2055 Rev03 will prevail over any other distribution mentioned in this Enquiry.

11. **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 Pre Compressed 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.
12. All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection and testing charges, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, 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.
13. Specifications TRE-184 and TRE-185 are available online. Thickness of Sheets and No. of Sheets/Weight is to be painted with permanent Marker on each case contained.
14. **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

Signature of Supplier with seal and Date

Page

7 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

### **Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001**

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.

15. **Taxes & Duties:** - GST as applicable within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit).
16. **Guarantee:** - Pre Compressed Press Board 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 dispatch or 18 months from the date of commissioning, whichever is later. In case of non-acceptance of Guarantee Term There will be 1% per month loading in offer price per month, i.e. if a vendor accepts 18 months of warranty in place of NIT conditions of 24 months' warranty, then loading in offer price will be = (24 months-18 months) x 1% = 6%.
17. In case of non-acceptance of Risk Purchase, loading of 10 % shall be done on the Supplier quoted rates to derive L-1 status.
18. **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 terms 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.
19. **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.
20. **Levy of Penalty for delayed performance:** - As per Clause no: 8 of General terms & Conditions of enquiry rev 03.
21. 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.
22. 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.

Signature of Supplier with seal and Date

Page

8 | 32



(SCHEDULE- I)

**Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001**

23. **Bank Charges:** - For overseas bidders, all bank charges except charges of LC opening bank, which shall be loaded while bid evaluation, shall be to the bidders account only.
24. **Agency Agreement:** - Agency agreement from foreign supplier for their Indian agent is necessary and should come along with the bid Part-A. The agreement between foreign supplier and their Indian agent should contain relationship, mutual interest in the business, commission amount or general retainer fee, services to be rendered by Indian agent etc.
25. Bidders may note that suitable loading will be done for arriving at the landed cost net of ITC price for any deviation from General terms & Conditions as pre-printed overleaf of the enquiry.
26. **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.
27. **Benefits earmarked to Suppliers for Purchase Under 'Make In India':** -

As part of minimizing import content under Gov, t of India guidelines and to encourage and promote indigenously manufactured goods within India and services provided by sources within India, bidders who manufacture goods and provide services within India (Local Suppliers) are given purchase preference and are entitled to benefits in the tender. For further clarifications Please refer GTC JHS 2055A Rev03.

PPP-MII Order ,2017, issued by DPIIT has been amended on 04.06.2020 .to provide that only items with minimum 20 % domestic value addition/local content can participate in public procurement unless global bid are invited. Also items with more than 50 % local content will get purchase preference over other items. (Refer Schedule-VI for Public Procurement Order-Revision).

Above clause is applicable to this Tender.

For this procurement, the local content to categorize a supplier as a Class-I local Supplier/Class-II local Supplier/Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case pf subsequent orders, issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

(SCHEDULE- I)

### Terms & Conditions for supply of PRE COMPRESSED BOARD Enquiry No. E1210001

#### 28. 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:

- Shri Arun Chandra Verma, IPS (Retd.) email id- [acverma1@gmail.com](mailto:acverma1@gmail.com)
- Shri Virendra Bahadur Singh, IPS (Retd.) email id- [ybsinghips@gmail.com](mailto:ybsinghips@gmail.com)

*Rahul Kumar*  
17/08/21

Prepared by

Rahul Kumar

Sr. PO (TRFR MM)

Approved By

Shams-Uz-Zaman

DGM (TRFR MM-II)

Signature of Supplier with seal and Date

Page

10 | 32



**PRE QUALIFYING REQUIREMENT FOR ENQUIRY NO. E1210001**

**(SCHEDULE-II)**

PQR - PCPB - PI 671

PQR for PI-421602671 / Enquiry-  
PI Estimate= N Annexure - III



**Pre-Qualifying Requirement for Procurement of 'PRE-COMPRESSED PRESS BOARD' - PI:421602671/**

Sl. No.	REQUIREMENT	Bidder's Response										
1	<p><b>Annual average financial turnover</b> In past three financial years ending on 31st March of previous financial year, where in bidder(s) attach copy of balance sheet including profit and loss statement of last three financial years, audited by CA. In the case of balance sheet of last financial year is not yet audited, the un-audited balance sheet of last financial can be enclosed along with certificate of CA.</p> <p>Bidders not having statutory obligations to get Financial statement audited must submit following documents as evidence for Turnover: (i) Complete submitted ITR with all annexures as filed online as proof to verify turnover. "Or" (ii) A certificate from CA duly vetting the turnover. "Or" (iii) Audited Balance Sheet &amp; Profit and Loss Statement.</p> <table border="1" data-bbox="438 907 1173 996"> <thead> <tr> <th>FY-&gt;</th> <th>2018-19</th> <th>2019-20</th> <th>2020-21</th> <th>Average Turnover</th> </tr> </thead> <tbody> <tr> <td>T/O -&gt;</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>For qualifying, the average financial Turnover should be minimum Rs.17.59 Lakhs for non-MSEs and Rs.8.66 Lakhs for MSEs. Net Worth shall be positive.</p>	FY->	2018-19	2019-20	2020-21	Average Turnover	T/O ->					<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> Submitted</p>
FY->	2018-19	2019-20	2020-21	Average Turnover								
T/O ->												
2	<p><b>EXPERIENCE:-</b></p> <p>a) Bidders should be the MANUFACTURER of PRE-COMPRESSED PRESS BOARD.</p> <p>b) They should have regularly manufactured and supplied "PRE-COMPRESSED PRESS BOARD" (henceforth called "Goods") to any Central / State Govt. Organization / PSU / Public Listed Company (henceforth called 'Customers') in last three years before the bid opening date.</p> <p>The bidders have to provide minimum two orders executed in the last three years with at least one order executed to the above customer(s) who manufacture Transformers of 220kV &amp; above class before the bid opening date.</p> <p>c) <b>Minimum Quantum-</b> Should have supplied (a) for non-MSEs (1) Minimum 5985 KG (2) Goods of worth Rs 6.13 Lakhs (a) for MSEs (1) Minimum 4190 KG (2) Goods of worth Rs 4.29 Lakhs</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> YES</p>										





# Bharat Heavy Electricals Limited

(A Govt of India Undertaking)  
 MM Department, Sub post Office: BHEL Jhansi 284120  
 Tel: 5102412554,9486369271  
 e-mail: shams@bhel.in; rahulkumar.r@bhel.in

PQR for PI-421602671 / Enquiry-  
 PI Estimate= N Annexure - III



## Pre-Qualifying Requirement for Procurement of 'PRE-COMPRESSED PRESS BOARD' - PI:421602671/

Sl. No.	REQUIREMENT	Bidder's Response																				
2	<p><b>EXPERIENCE:- Continued.....</b></p> <p>The bidders have to provide details of minimum two orders executed in the last three years, before bid opening date as per below table:</p> <p>(Vendor to submit Copy(ies) of Order, Tax Invoices, Test Certificate of atleast one lot as documentary proof for execution Orders). Bidder to also submit customer's letter clearly stating that Pre-Compressed Press Board supplied by the bidder has been used successfully in atleast one transformer of 220kV &amp; above class rating.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Customer Name, Address &amp; Phone No. of</th> <th>Order No. &amp; Date</th> <th>Qty. supplied in UM</th> <th>Tax Invoice No. / Dt, Test Certificate No. &amp;</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, Address & Phone No. of	Order No. & Date	Qty. supplied in UM	Tax Invoice No. / Dt, Test Certificate No. &	Remark, if any																
Customer Name, Address & Phone No. of	Order No. & Date	Qty. supplied in UM	Tax Invoice No. / Dt, Test Certificate No. &	Remark, if any																		
3	<p>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 <a href="http://www.bhel.com">www.bhel.com</a>.</p>	<input type="checkbox"/> 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. 3 is desirable. Other are mandatory.
- Supporting documents for the details filled above have been submitted.

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





# Bharat Heavy Electricals Limited

A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL, Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

## (SCHEDULE-III)

### Acceptance to salient Terms & Conditions of the Enquiry E1210001 i.e. Techno Commercial Bid

*Important: This format is to be submitted in original, along with Part-A of bid, duly signed by the bidders, as proof of acceptance.*

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 <b>Schedule-I to VI</b>	<input type="checkbox"/> 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 <a href="https://jhs.bhel.com/apps/sip/enq/terms/enq_tems_current.pdf">https://jhs.bhel.com/apps/sip/enq/terms/enq_tems_current.pdf</a> We confirm that we have read the GTC with applicable revision, and accepts the same.	<input type="checkbox"/> Accepted
3-	Acceptance for finalization of price bid Part-B through online Bidding (Reverse Auction)	<input type="checkbox"/> Accepted
4-	Conformance / Test Certificate/Guarantee Certificate (along with supply) as specified in enquiry will be provided.	<input type="checkbox"/> Yes
5-	(a) <b>Delivery</b> period on FOB/CIF, /FOR basis from date of PO issue/Drawing approval, whichever is later. <b>(BHEL reserves the right to reject the offer of such bidders whose quoted/delivery period on F.O.R BHEL, Jhansi basis is more than 12 weeks.)</b>	.....Days.

Signature of Supplier with seal and Date

Page

13 | 32





## Bharat Heavy Electricals Limited

(A Govt of India Undertaking)  
 MM Department, Sub post Office: BHEL Jhansi 284120  
 Tel: 5102412554,9486369271  
 e-mail: shams@bhel.in; rahulkumar.r@bhel.in

	<p><b>(b)</b> Vendor to indicate their monthly capacity /Supply rate also.</p> <p><b>(c)</b> Supplier shall have minimum monthly capacity of total 20 Tonnes reserved for BHEL.</p>	<input type="checkbox"/> Accepted  <input type="checkbox"/> Accepted
6-	<p><b>Taxes and Duties (For indigenous bidders only):</b> -Extra as applicable.</p> <p>a). CGST (Mention N.A if not applicable)</p> <p>b). SGST (Mention N.A if not applicable)</p> <p>c). IGST (Mention N.A if not applicable)</p>	<input type="checkbox"/> Accepted  a).....%  b).....%  c).....%
7-	<p><b>Price Bid</b> submitted as per attached price bid format only (Copy of blank price Bid is submitted).</p>	<input type="checkbox"/> Accepted
8-	<p><b>Acceptance for prices on firm basis and no PVC is applicable.</b></p>	<input type="checkbox"/> Accepted
9-	<p><b>Acceptance for prices finalization through reverse auction (R.A) i.e. Acceptance to participation in R.A</b></p>	<input type="checkbox"/> Accepted
10-	<p><b>a). Terms of delivery on F.O.R BHEL Jhansi basis (for indigenous bidders).</b></p>	<input type="checkbox"/> Accepted
11-	<p><b>Validity</b> - Quoted prices are valid for 120 days from date of tender opening.</p>	<input type="checkbox"/> Accepted
12-	<p><b>Payment Terms (For indigenous bidders) -</b>          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.</p>	<input type="checkbox"/> Accepted <input type="checkbox"/> Accepted
13-	<p><b>No Advance payment</b> terms will be accepted.</p>	<input type="checkbox"/> Accepted
14-	<p><b>Liquidated Damage / Penalty</b> - Failure to supply by the time specified in the order will make the supplier liable to pay unconditional penalty of 1/2% of the price of the goods in arrear (delayed and not supplied) per week or part thereof, subject to a maximum of 10% of the order value unless agreed otherwise.</p>	<input type="checkbox"/> Accepted

Signature of Supplier with seal and Date



15-	<b>Risk Purchase</b> - 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.	<input type="checkbox"/> Accepted
16-	<b>Guarantee:</b> In Case an order is placed, supplier shall be required to guarantee for smooth and satisfactory performance of the equipment for a period of 24 months from the date of dispatch or 18 months from the date of commissioning whichever is later and certificate must be issued to this effect. Necessary instruction booklets for operation and maintenance are to be sent with supply, where applicable.	<input type="checkbox"/> 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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice."	<input type="checkbox"/> Accepted
18-	For Indigenous bidders- No of days to reach the material to BHEL, Jhansi after Dispatch clearance.	.....Days.
19-	Indian suppliers have to give inspection call 21 days + No of days to reach the material to BHEL, Jhansi after dispatch clearance (Refer Clause 21b above).	<input type="checkbox"/> Accepted
20-	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/Service Provider) <b>(Copy of UDYAM along with CA Certificate to be enclosed) (Refer Schedule-VII of document)</b>	<input type="checkbox"/> Accepted

**Signature of Supplier & seal** : .....

**Date** : .....

**Name of contact person** : .....

**Cell No.** : .....

**Landline with STD code & E-mail** : .....

Signature of Supplier with seal and Date

Page

15 | 34





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

**(SCHEDULE-IV)**

### **PRICE BID. PART - B FOR ENQUIRY NO. E1210001 Item No.1**

**Supplier Name & Address: .....**

.....

**Currency of Quotation (Applicable for Foreign bidders only): .....**

Enquiry item no.	Quoted rate in figure (per number basis in INR / Foreign Currency)	Quoted rate in words (per number basis in INR / Foreign Currency)
Enq. # 1		

- Note:-**
1. By default, indigenous bidders' quotation will be in Indian Rupees (INR) and foreign bidders' will be in the currency quoted as above by them.
  2. The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

**Signature of Supplier :**

**Name :**

**Designation :**

**Seal :**

Signature of Supplier with seal and Date

Page  
16 | 34





# Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

## (SCHEDULE-IV)

### PRICE BID, PART - B FOR ENQUIRY NO. E1210001 Item No.2

**Supplier Name & Address:** .....

.....

**Currency of Quotation (Applicable for Foreign bidders only):** .....

Enquiry item no.	Quoted rate in figure (per number basis in INR / Foreign Currency)	Quoted rate in words (per number basis in INR / Foreign Currency)
Enq. # 2		

- Note:-**
1. By default, indigenous bidders' quotation will be in Indian Rupees (INR) and foreign bidders' will be in the currency quoted as above by them.
  2. The price bid submitted in any other fashion or by adding any condition (e.g. minimum order quantity, rates applicable for specified quantity, discount for quantity, rate based on slabs, rate based on terms of payment etc.), offer shall be straight way REJECTED even if, offer has been found technically & commercial acceptable before opening of price bid.

**Signature of Supplier** :

**Name** :

**Designation** :

**Seal** :

Signature of Supplier with seal and Date

Page  
17 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL, Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

### (SCHEDULE-V)

#### **BUSINESS RULES FOR REVERSE AUCTION**

This has reference to tender no {E1210001 dateXXXX}. 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. {E1210001} 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 }.

Signature of Supplier with seal and Date

Page

18 | 32



- 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 {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

Signature of Supplier with seal and Date

Page

19 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

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.

Signature of Supplier with seal and Date

Page  
20 | 32



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

Signature of Supplier with seal and Date

Page

21 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

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](http://www.bhel.com)).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {E1210001} 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](http://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.





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL, Jhansi 284120  
Tel: 5102412554,9486369271

e-mail: [shams@bhel.in](mailto:shams@bhel.in); [rahulkumar.r@bhel.in](mailto:rahulkumar.r@bhel.in)

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](http://www.bhel.com)), shall be initiated by BHEL.

Signature of Supplier with seal and Date

Page

23 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

### 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.{E1210001} 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 honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

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

Signature of Supplier with seal and Date

Page

24 | 32



**Details of item (s) for Reverse Auction**

***Procurement of Pre Compressed Press Board against Tender Enquiry No. E1210001 dated XXXXXXXX***

ENQUIRY ITEM	DESCRIPTION	QUANTITY	UOM	IN KG
1	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 1.5 TK X 2100 X 3100 TO 3200 mm LG WEIGHT PER M2 = 1.8 KG	70000	M2	126000.00 KG
2	PRE. COMPRESSED PRESS BOARD TO SPECIFICATION-TRE184 SIZE 3 TK X 2100 X 3200 MM LG (BELOW 2100 MM WIDTH IS NOT ACCEPTABEL) WEIGHT PER M2 = 3.6 KG.	12500	M2	45000.00 KG

Quantity under individual item may vary within +/- 30% during execution.

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.







**(SCHEDULE-VI)**

**INTEGRITY PACT(IP)**

1. 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. 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 an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

1	Sh.Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Sh. Virendra Bahadur Singh , IPS(Retd.)	vbsinghips@gmail.com

2. 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*

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

Name: (1) Shams Uz Zaman (2) Rahul Kumar

Deptt : Material Management

Address : PO khailar, BHEL Jhansi-284120

Phone : (Landline/ Mobile)

(1) 0510-241 2554/2424 (2) 9486369271 / 9415113470

Email: rahulkumar.r@bhel.in, shams@bhel.in

Fax: 0510-2412120





**Bharat Heavy Electricals Limited**

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

**(SCHEDULE-VI)**

**INTEGRITY PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning here of 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 .....E1210001 ..... The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Signature of Supplier with seal and Date





## Bharat Heavy Electricals Limited

A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271

e-mail: shams@bhel.in; rahulkumar.r@bhel.in

### **(SCHEDULE-VI)**

#### **Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular. before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved **in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.**
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or **undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.**
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC / PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of **competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.**
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid , disclose any and all **payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.**
- 2.2 The Bidder(s)/ Contractor ( s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Signature of Supplier with seal and Date

Page

29 | 32





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

### **(SCHEDULE-VI)**

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

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

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders / Contractors / Sub - contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

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

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

Signature of Supplier with seal and Date

Page  
30 | 32



**(SCHEDULE-VI)**

- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor (s). The

Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 **If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has note, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.**
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

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





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

### SCHEDULE-VI)

#### **Section 10 - Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 **Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.**

For & On behalf of the Principal  
Contractor

For & On behalf of the Bidder /

(Signature with Office Seal)

(Signature with Office Seal)

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

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

Witness 1 : \_\_\_\_\_ Witness 2 : \_\_\_\_\_

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





# Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL, Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: shams@bhel.in; rahulkumar.r@bhel.in

## (SCHEDULE-VII)

Annexure - I

### **Certificate by Chartered Accountant on letter head.**

This is to Certify that M/s ..... (hereinafter referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006 as per following details:-

UDYAM Reg. No. - .....

UDYAM Reg. Date : .....,

Category: ..... (Micro/Small),

Major Activity: .....(Manufacturing/Services).

Further verified from the Books of Accounts that the investment and turnover of the company as per the latest three financial statements as per MSMED Act 2006 is as follows:-

(Amount in Crores)

Financial Year	Investment in plant and machinery*	Turnover during the Year	Type of Financial Statements
			Audited/Provisional
			Audited/Provisional
			Audited/Provisional

\*Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Micro, Small and Medium Enterprises vide its notification No.S.O.2119 (E) dated June 26, 2020:

**(Strike off whichever is not applicable)**

The above investment of Rs..... Crore and Turnover of Rs..... Crore is within permissible limit of Investment of Rs. .... Crore and Turnover of Rs..... Crore for ..... Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is .....

Signature of Supplier with seal and Date

Page

33 | 34





## Bharat Heavy Electricals Limited

)A Govt of India Undertaking(  
MM Department, Sub post Office: BHEL Jhansi 284120  
Tel: 5102412554,9486369271  
e-mail: [shams@bhel.in](mailto:shams@bhel.in); [rahulkumar.r@bhel.in](mailto:rahulkumar.r@bhel.in)

(dd/mm/yyyy) as notified vide S.O. No. 2119(E) published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

UDIN -