

Project : MSETCL MALEGAON  
Item : Calcined petroleum coke  
Subject : Bid specific Additional Terms and Conditions  
PI Number: 9712400956

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1. For any technical clarification, please contact Mr. Jintu Gogoi, Dy. Manager (TBEM).  
Contact No. 0120-06748527; e-mail: [jintugogoi@bhel.in](mailto:jintugogoi@bhel.in)
2. For any commercial clarification, please contact Mr. Shashi Kapoor Rai, Sr. Manager (TBMM),  
Contact No. 0120- 6748478 e-mail: shashirai@bhel.in
3. **Technical PQR:** As per technical specification No. **TB-422-510-002, Rev0**
4. **Destination / Delivery Location Destination / Delivery Location:**  
Survey No. 110 at Village Malegaon, Tal. Murbad, Distt:  
Thane-421 401
5. Consignee details as per GeM contract.
6. **VENDOR APPROVAL:**  
Bidder's offer will be evaluated based on PQR, Technical and other commercial documents submitted along with bid. Bidder's offer will be acceptable subject to final acceptance of vendor by ultimate customer as approved supplier.  
  
The Vendor who is not approved vendor of Customer, will require to submit the documents as per Annexure-VIII.  
Vendor shall provide any other docs. required by MSETCL at later stages.
7. **TECHNICAL PRE-QUALIFICATION REQUIREMENT:**  
Technical Pre-Qualifying Criteria is specified in NIT (Annexure-I). The bidder must ensure that they are meeting the PQR (Technical) and should submit all the requisite credentials as per PQR.
8. **FINANCIAL PRE-QUALIFICATION REQUIREMENT:**  
(i) Bidder should have a minimum average audited annual turnover / Sales Value of INR 390 LAKHS for last three financial years 2020-21, 2021-22 & 2022-23 (or) 2019-20, 2020-21 & 2021-22 and should submit audited balance sheet and Profit & Loss Account Sheet of these years.  
(ii) Bidder should have earned profit in at least one year during the last Three years for which turnover has been considered.  
The bidder must ensure that they are meeting the PQR (Financial) mentioned above and should submit all the requisite credentials as per PQR.
9. Vendor to furnish "Quoted/Not Quoted" in BOQ of Items given at Annexure-II
10. **DELIVERY REQUIREMENT:** Vendor to dispatch the material as per delivery plan mentioned in ACTIVITY SCHEDULE to meet the project requirement. In case, BHEL's delivery requirement is not met by vendor(s), then a chance may be given to all such vendors to review their quoted delivery

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schedule in line with BHEL's delivery requirement. However, if vendor fails to meet the requisite delivery plan, then BHEL reserves the right not to consider the offer of such vendor(s).

**Tentatively Break up of delivery period: (Delay analysis for cases of delivery extension if required, shall be governed as per below schedule)-**

| SL. | ACTIVITY   | ACTIVITY TIME<br>IN WEEKS |
|-----|--|---------------------------|
| 1.  | Input by BHEL from PO (In scope of BHEL)   | 1                         |
| 2.  | Submission of documents necessary for getting manufacturing clearance like Drawings, data sheet etc. from input by BHEL (In scope of vendor) | 2                         |
| 3.  | Review and Approval of documents and issue of manufacturing clearance (In scope of BHEL)   | 2                         |
| 4.  | Manufacturing Time (In scope of vendor)  | 10                        |
| 5.  | Inspection & issue of MICC (In scope of BHEL)  | 2                         |
| 6.  | Dispatch (In scope of vendor)  | 2                         |

**Note:** LR / GR date or invoice date (whichever is later) shall be considered as delivery date.

**Deviation sheet to be filled by bidder:**

| Sl. No. | Description   | Vendor to mention<br>as NIL deviation | Remarks if any |
|---------|---|---------------------------------------|----------------|
| 1.      | Schedule of Commercial Deviation, if any (All terms and conditions shall be as per GeM GTC/BID except as mentioned in bid specific ATC) |                                       |                |
| 2.      | Schedule of Technical Deviation, if any (Against Technical Specification)   |                                       |                |

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**11. REVERSE AUCTION: Bid to RA.**

**12. PRICES:** The quoted prices shall be on Firm basis. Price to be quoted as inclusive of GST. i.e. Ex-Works (Supply+ F&I) + GST on FOR destination basis. Bidders to quote price accordingly.

**13. PAYMENT TERMS:**

100% of payment within 90 days (45 days for MSE-Micro & small and 60days for MSME Medium) from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows. Supplier has to provide the following documents for processing of bills:

- a) LR / GR duly endorsed by BHEL Site Official.
- b) Material Receipt Certificate issued by BHEL Site Official/ CRAC.
- c) GST Compliant Tax Invoice
- d) Packing List (Case-wise)
- e) Copy of Transit Insurance Certificate from underwriters.
- f) Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management
- g) Guarantee Certificate
- h) Copy of Performance Bank Guarantee (PBG)

**Notes:**

- (a) It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit.
- (b) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network)
- (c) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice

**14. LOCAL CONTENT:** For this procurement, the local content to categorize a supplier as 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 16.09.2020, issued by DPIIT. In case of subsequent orders issued by the 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.

**“This tender is not a global tender and only Class-I & Class-II suppliers as defined under the DPIIT order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 are eligible to bid in this tender. Bids received from Non-Local supplier shall be rejected.”**

**15.** Bidder to comply the below clause and submit the certification in their letter head. Non-compliance/ Non-submission of certification will lead to rejection of Offer.

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- i. Compliance to GOI Order for restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (enclosed in Annexure-III)
- ii. MOP circular dated 02-07-2020 (Annexure-IV)
- iii. Make in India Format as Annexure-V

**16. GUARANTEE:**

The equipment / material supplied and services rendered (if applicable) shall be guaranteed to be free from all defects and faults in design & engineering, material, workmanship & manufacture and in full conformity with the Purchase Order / Contract, Technical Specifications & approved drawings / data sheets, if any, for 18 months from the date of last delivery.

The defective equipment / material / component shall be replaced free of cost at site. Freight & Insurance during transit shall also be in the scope of the supplier / contractor. Any expenditure for dismantling and re-erection of the replaced equipment / material / component shall be to supplier's / contractor's account. All replacements during the guarantee period shall be delivered at site promptly and satisfactorily within a period not more than 45 days from the date of reporting the defect / rejection etc.

In the event of the supplier / contractor failing to replace the defective equipment / material / component within the time period mentioned above, BHEL may proceed to undertake the replacement of such defective equipment / material / component at the risk and cost of the supplier / contractor without prejudice to any other rights under the contract and recover the same from PBG / other dues of this Purchase Order / Contract or any other Purchase Order / Contract executed by the supplier / contractor.

**17. PERFORMANCE BANK GUARANTEE:**

ePBG of 10 % of total GeM contract value.

In addition to GeM GTC clause, following terms and condition shall be applicable:

Performance BG to be kept valid till the completion of guarantee period i.e. 18 months from the date of last delivery with 03 months claim period extra over and above.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms and conditions defined in NIT / Contract, from the bills along with due interest.”

**18. LIQUIDATION DAMAGE:**

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If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

**19. INSPECTION:**

items shall be tested as per relevant IS/IEC standards.

BHEL / customer / third party shall inspect equipment / material before despatch.

Stage inspection during manufacturing may also be carried out. Material to be despatched only after getting Material Despatch Clearance Certificate (MDCC) / MICC issued by BHEL.

Supplier shall send inspection call on prescribed format / web site only, with an advance notice of 15 days.

Supplier to ensure submission of all routine / acceptance test reports, inspection reports and all other documents related to inspection, immediately to BHEL.

BHEL representative is authorized to carry out audits along with Third Party Inspection Agency at vendor's / supplier's works before clearing the items for dispatch.

**Note: The cost towards inspection at factory includes cost of travel including that of by air, Hotel accommodation, etc. for at least 2 Engineers from MSETCL is in the scope of vendor.**

**20. VARIATION OF CONTRACT VALUE / QUANTITY VARIATION:**

BHEL shall have the right to variation in quantities of items within  $\pm 25\%$  of the total Purchase Order / Contract value at the time of placement of PO or award of Contract on overall basis for all amendments together within two years from the date of original Purchase Order / Contract or completion of execution of the Purchase Order/ Contract whichever is earlier. No compensation is payable due to variation in the quantities and the Supplier / Contractor shall be bound to accept the same the contracted prices / rates without any escalation.

**21. RISK PURCHASE:**

21.1 In case the Supplier / Contractor fails to supply or fails to comply with terms & conditions of the Purchase Order / Contract or delivers equipment / material not of the contracted quality or fails to adhere to the contract specifications or fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery / completion period to justify that supplies shall be inordinately delayed beyond contractual delivery / completion period, BHEL reserve the right to cancel the Purchase Order / Contract either in whole or in part thereof without compensation to Supplier / Contractor and if BHEL so desires, may procure such equipment / material / items not

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delivered or others of similar description where equipment / material / items exactly complying with particulars are not readily procurable in the opinion of BHEL which is final and in such manner as deemed appropriate, at the risk and cost of the Supplier / Contractor and the Supplier / Contractor shall be liable to BHEL for any excess cost to BHEL. However, the Supplier / Contractor shall continue execution of the Purchase Order / Contract to the extent not cancelled under the provisions of this clause.

21.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- (i) Contractor/ supplier's poor progress of the work vis-a-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.
- (ii) Withdrawal from or abandonment of the work by contractor/supplier before completion as per contract.
- (iii) Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- (iv) Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.
- (v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- (vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

### 21.3 Risk and Cost amount against Balance Work:

In case Risk & Cost is invoked, the amount of Risk & Cost against balance work shall be calculated as under:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

**A**= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

**B**= Value of Balance scope of Works/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

**H** = Overhead Factor to be taken as 5 (five)

**In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).**

**\*(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.

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Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

**NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.**

#### **21.4 LD against delay in executed work/supply in case of Termination of Contract**

LD against delay in executed Work /Supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed Work/ supply" is given below:

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii) Let the value of executed work/ supply till the time of termination of contract= X
- iii) Let the Total Executable Value of work/ supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv) Delay in executed work/ supply attributable to contractor/supplier i.e.  $T2 = (1-X/Y) \times T1$
- v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

**Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.**

#### **21.5 Recovery from Supplier**

Any amount payable by the Supplier / Contractor under any of the condition of this contract shall be liable to be adjusted against any amount payable to the Supplier / Contractor under any other purchase Order / Contract awarded to him by any BHEL unit. This is without prejudice to any other action, as may be deemed fit, by BHEL.

#### **22. INTEGRITY PACT:**

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Bidders shall have to enter into Integrity Pact with BHEL, duly signed with seal in original, if specified in NIT / RFQ failing which bidder's offer shall be liable for rejection.

(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: Nandlal Verma  
Deptt: TBMM  
Address: TBG, Noida  
Phone: 0120-6748477  
Email: nverma@bhel.in

(2)

Name: Shashi Kapoor Rai  
Deptt: TBMM  
Address: TBG, Noida  
Phone:0120-6748478  
Email: shashirai@bhel.in

### **23. MANUFACTURING QUALITY PLAN (MQP):**

Supplier to submit approved MQP / MQP for approval in line with requirement of BHEL/customer.

### **24. LATENT DEFECT:**

Liability for latent defects shall be for defects inherently lying within material or arising out of design deficiency which does not manifest itself during guarantee period but later and shall be limited to five years from the expiry of the guarantee period.

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**25. INTEREST LIABILITY:**

In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment. Also, no interest shall be payable by BHEL on the bank guarantee / deposit amount or balance payment or any other money which may become due owing to difference or misunderstanding or any dispute before any quasi judicial authority between BHEL and the Supplier / Contractor.

**26. Purchase Preference:**

The applicability of Public Procurement Policy for MSE and Public procurement (Preference to Make in India) shall be as per Government of India/ Ministry of Finance /Department of Expenditure /Public Procurement Division **OM No.F.1/4/2021-PPD dated 18.05.2023.**

**27. All other terms & conditions shall be applicable as per GeM GTC/BID.**

Bidder to mention their works address below from where material will be supplied to Site.

Works Address- -----  
-----  
-----  
Person Name - -----  
Email ID – -----  
Contact no. - -----

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### Annexure-I

#### TECHNICAL PRE-QUALIFICATION REQUIREMENT

**Name of Project: SHALLOW TYPE GROUND ELECTRODE STATION AT MALEGAON (PADGHE TERMINAL) ASSOCIATED WITH  $\pm$ 500KV 1500MW CHANDRAPUR-PADGHE HVDC BIPOLE LINK**

**Name of Customer: MSETCL (MAHATRANSCO)**

**Name of Item: CALCINED PETROLEUM COKE**

| <b>TECHNICAL PRE-QUALIFICATION REQUIREMENT</b>   |  |
|--|--|
| The bidder should have past experience of supply of at least 500 MT of similar composition of Calcined petroleum coke. |  |

| <b>SUPPORTING DOCUMENTS TO BE ATTACHED</b> |                          |  |
|--|--------------------------|--|
| <b>SL NO</b>                               | <b>Required Criteria</b> | <b>Supporting Documents to be submitted by bidder along with technical bid</b> |
| 1.   | Proof of supply          | PO / Dispatch clearance / LR / Material Receipt certificate at site.           |

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**Annexure-II**

| <b>UNPRICE BID</b> |                            |             |            |  |
|--------------------|----------------------------|-------------|------------|--|
| <b>Sl. No.</b>     | <b>Description of Item</b> | <b>Unit</b> | <b>Qty</b> | <b>Total price (Ex-works+ F&amp;I+GST)</b> |
| 1                  | Calcined petroleum Coke    | MT          | 1650       | Quoted                                     |

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**Annexure-III**

**Sub:** Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

| SI No. | Description   | Bidder's confirmation |
|--------|---|-----------------------|
| 1      | <i>We, M/s_____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i> | <i>Agreed</i>         |

(Note: Non-compliance of above said Gol Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

**Bidder's authorized signatory with stamp & seal**

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**Annexure-IV**

**Vendor Compliance format in bidder letter head**

In view of order No. 25-111612018-PG, Dated 02.07.2020 of Ministry of Power, GOI

**Enquiry No/ PO No & Date** :  
**Project** :  
**Name of items/Package** :

This is to certify that all equipment, components, and parts imported for use in the Power Supply System and Network are in strict compliance to directions issued by Ministry of Power, Govt. of India vide order No. 25-111612018-PG dated 02.07.2020. The imported component(s), part or assembly item(s) does not carry any malware/Trojan etc.

**Note: Non-compliance of MoP Order and its subsequent amendment(s), (if any), by vendor shall lead to rejection of their offer or cancellation of contract, which is awarded by BHEL.**

**Bidder's authorized signatory  
with stamp & seal**

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**Annexure-V**

|                                    |  |
|------------------------------------|--|
| <b>Item/Package Name :</b>         | <b>Calcined Petroleum Coke</b>                             |
| <b>Enquiry No.:</b>                |  |
| <b>Project:</b>                    |  |
| <b>Type of project</b>             |  |
| <b>Percentage of Local Content</b> | <b>(Bidder to enter the applicable % of local content)</b> |

**Format for Local Content in line with PPP-MII order, 2017 & its revision dated 04.06.2020.**

**Date:.....**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/BHEL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for ..... **(Enter the name of the Equipment/Item for Project).**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for ..... **(Enter the name of the Equipment/Item for Project)** **contains.....%** **(mention the Local content in %age)** Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at ..... **(Enter the details of the location(s) at which value addition is made).**

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per said order, based on the assessment of procuring agency (ies)/BHEL/Government Authorities for the purpose of

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assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
  - ii. Date on which this certificate is issued
  - iii. Goods/services/works for which the certificate is produced
  - iv. Procuring entity to whom the certificate is furnished
  - v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
  - vi. Name and contact details of the unit of the Local Supplier (s)
  - vii. Sale Price of the product
  - viii. Ex-Factory Price of the product
  - ix. Freight, insurance and handling
  - x. Total Bill of Material
  - xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
  - xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
  - xiii. List and cost of inputs which are imported, directly or indirectly
- For and on behalf of..... (Name of firm/entity)

**Authorized signatory (To be duly authorized by the Board of Directors)**

<Insert Name, Designation and Contact No.

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**Annexure-VI**

**DETAILS OF PACKAGES**

| <b><i>Sr. No</i></b> | <b><i>Discriptions</i></b> |  |
|----------------------|----------------------------|--|
| <b>1</b>             | NO OF PACKAGES/CASES       |  |
| <b>2</b>             | SIZE                       |  |
| <b>3</b>             | WEIGHT                     |  |

**Note:**

1. The above is required only to facilitate the store at site.
2. Bidder to submit standard storage instruction along with offer.

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## **Annexure-VII**

BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

### **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.

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- 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.

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### **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.

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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

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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**

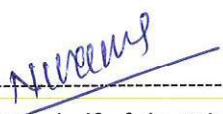
10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

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


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- 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.

  
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For & On behalf of the Principal  
(Office Seal)

Place Noida  
Date 23/10/23

Witness:   
(Name & Address) SHASHI KAPOOR RAI  
BHEL-TBG-Noida


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

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

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

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**Annexure-VIII**

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|--|---|
|  <p><b>MAHATRANSCO</b><br/>Maharashtra State Electricity Transmission Co. Ltd.</p> | <p><b>Maharashtra State Electricity Transmission Company Limited</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">SAP SRM</div> </div> <p><b>Supplier registration Manual</b></p> |
|--|---|

10) List of Documents to be attached.

| SR. No. | CERTIFICATE                               | MANUFACTURER                                   | SERVICE PROVIDER | TRADER |
|---------|---|--|------------------|--------|
|         |   | M=Mandatory, O=Optional, Blank= Not applicable |                  |        |
| 1       | REGISTRATION CERTIFICATE                  | M  | M                | M      |
| 2       | FACTORY MACHINE LIST                      | M  | M                |        |
| 3       | SOLVENCY CERTIFICATE                      | O  | M                | M      |
| 4       | MACHINERY DETAILS                         | M  |                  |        |
| 5       | TESTING EQUIPMENT DETAILS                 | M  |                  |        |
| 6       | LIST OF STAFF SKILLED/UNSKILLED           | M  | M                | O      |
| 7       | UNDERTAKING THAT NOT BEEN BLACKLISTED     | M  | M                | O      |
| 8       | PARTNERSHIP DEED COPY                     | O  | O                | O      |
| 9       | ARTICLE OF MEMORANDUM OF ASSOCIATION      | O  | O                | O      |
| 10      | SSI CERTIFICATE                           | O  | O                | O      |
| 11      | NSIC CERTIFICATE                          | O  | O                | O      |
| 12      | TAN NO. OF THE COMPANY                    | O  | M                | O      |
| 13      | MANAGEMENT DETAILS                        | M  | M                | M      |
| 14      | REGISTRATION UNDER SERVICE TAX ACT        | O  | M                | M      |
| 15      | PBG AND/OR ACCEPANCE LETTER THEREOF       | O  | O                | O      |
| 16      | FACTORY LICENCE                           | O  |                  |        |
| 17      | INDUSTRY LICENCE CERTIFICATE              | O  |                  |        |
| 18      | CERTIFICATE OF ISI ISSUED BY AUTHORITY    | O  |                  |        |
| 19      | CERTIFICATE OF ISO ISSUED BY AUTHORITY    | O  | O                | O      |
| 20      | CERTIFICATE OF REG. ISSUED BY PF AUTHORI  | O  |                  | O      |
| 21      | CERTIFICATE OF REG.ISSUED BY ESIC AUTHOR  | O  | M                | O      |
| 22      | LAST MSETCL INSPECTION REPORT             | O  | O                | O      |
| 23      | PAN CARD                                  | M  | M                | M      |
| 24      | OTHER CERTIFICATES/DOCUMENTS IF ANY.      | O  | O                | O      |
| 25      | LIST OF ORDER EXECUTED                    | O  | O                | O      |
| 26      | EXPERIENCE/PERFORMANCE CERTIFICATE        | O  | O                | O      |
| 27      | FIRST PAGE OF BANK A/C PASSBOOK & CHEQUE  | M  | M                | M      |
| 28      | GST REGISTRATION CERTIFICATE              | O  | O                | O      |
| 29      | REGISTRATION UNDER MVAT                   | M  | O                | M      |
| 30      | REGISTRATION UNDER CST                    | M  | O                | M      |
| 31      | PROFIT & LOSS CERTIFICATE-LAST 3 YEARS    | M  | M                | M      |
| 32      | BALANCE SHEET OF LAST THREE YEARS         | M  | M                | M      |
| 33      | POWER OF ATTORNEY IN FAVOUR OF PERSON DS  | M  | M                | M      |
| 34      | INCOME TAX RETURN COPIES                  | M  | M                | M      |
| 35      | LICENCE FOR EXECUTING WORKS AS CONTRACTOR |  | M                | O      |
| 36      | CERTIFICATE FROM MANUFACTURER (OEM)       |  | O                | M      |

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|----|--|---|---|---|
| 37 | TRADER-MANUFACTURERS DETAILS             |   | O | M |
| 38 | INSURANCE PER/PARTY, LOSS TO PROPERTY    |   | M | O |
| 39 | CERTIFICATE OF REG. ISSUED BY PF AUTHORI | O |   | O |
| 40 | CERTIFICATE OF REG.ISSUED BY ESIC AUTHOR | O | M | O |
| 41 | CERTIFICATE /REGISTRATION UNDER SHOP ACT |   | M | M |

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**Bidder to submit signed and stamped copy of the following documents along with Part 1 (Techno-Commercial) Bid:**

- [1] Documents in support of meeting Technical PQR as per (Annexure-I)
- [2] Unpriced bid format (Annexure-II) duly filled as “Quoted” against each item
- [3] Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017 (Annexure-III) to be submitted.
- [4] Compliance to MOP order No. 25-111612018-PG, dated 02.07.2020 of Ministry of Power, GOI (Annexure-IV) to be submitted in letter head.
- [5] 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 as per Annexure-V to be submitted.
- [6] NIL [Commercial and Technical] deviation sheet.
- [7] Integrity Pack in Original as per Annexure-VII to be submitted.
- [8] Documents required for Customer approval shall be submitted as per Annexure-VIII.
- [9] MSE registration certificate [Udyam Aadhar registration certification]