

Dtd. 09.05.2018

**Corrigendum against RFQ SPKSCPV017 – Supply of MMS Columns for GIPCL 75
MW Solar PV Project**

1. Changing of notification no. in www.bhel.com from SPKSCPV016 to SPKSCPV017.
2. Uploading of revised technical bid, techno-commercial bid and price bid formats.
3. Uploading of revised PBG format.
4. Uploading of Integrity pact.

Domain :	bhel.abcpurchase.com	
Parent department:	EDN Bangalore	

View form

Event ID	:	414	RFQ/NIT/Enquiry no.	:	SPKSCP017			
Description	:	Supply of MMS COLUMN Qty 1000 Tonnes						
Supply of MMS COLUMN -TECHNICAL BID Revised								
Supply of MMS COLUMN-TECHNICAL BID revised								
Supply of MMS COLUMN -TECHNICAL BID revised								
Item No	Material Code	Material Description	Quantity	Unit	Quoted/ Not Quoted	HSN / SAC Code	GST % APPLICABLE TO BE INDICATED	CURRENCY
Small text Other Show	Small text Other Show	Small text Other Show	All numbers Other Show	Small text Other Show	Other Show	Other Show	Other Show	Other Show
10	PS0679076460	MMS Column	900	Tonnes	To be filled by bidder (Combo Box)	To be filled by bidder (Small text)	To be filled by bidder (Small text)	To be filled by bidder (Small text)
20	Freight Charges	Freight Charges	1	Number	To be filled by bidder (Combo Box)	To be filled by bidder (Small text)	To be filled by bidder (Small text)	To be filled by bidder (Small text)
Supply of MMS COLUMN -TECHNICAL BID revised								
Mandatory : Yes								
Supply of MMS COLUMN -TECHNICAL BID Revised								

Form properties			
Price bid form	No	Multiple filling	Yes
Requires encryption	No	Requires document encryption	No
Requires bid supporting documents	Yes	Mandatory	Yes
Datatype			
Data type		Example	
Small Text		ABC etc.	
All Numbers		123, 1.23, -123, Zero etc.. Values are allowed.	
Combo Box		List of combo box as created with alphanumeric characters	

Domain :	bhel.abcprocure.com	
Parent department:	EDN Bangalore	

View form

Event ID	:	414	RFQ/NIT/Enquiry no.	:	SPKSCPV017
Description	:	Supply of MMS COLUMN Qty 1000 Tonnes			
Techno- Commercial Revised					

TECHNO COMMERCIAL REVISED

TECHNO COMMERCIAL REVISED

Sr. No	DESCRIPTION	Details	RESPONSE	Remarks if disagree
Other Show	Long text Other Show	Long text Other Show	Other Show	Other Show
1	Price Basis	Firm i.e., from the date of PO to completion of supply if I&C is not applicable. If I&C is in supplier's scope,then the prices shall remain Firm till commissioning & handing-over of the complete system.(PVC clause not acceptable).	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
2	Terms of Delivery	FOR INDIGENOUS VENDORS:Free On Road Basis to Project site : GIPCL- Charanka - GujaratFOR FOREIGN VENDORS: CIF Seaport/ CIF Airport/ FCA Airport (Indicate name of Seaport/Airport)	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
3	Delivery Period	(a) Supply : Delivery to be completed within 3 Months from the date of Purchase order / manufacturing Clearance / Issue of Fabrication Drawing by BHEL EDN	To be filled by	To be filled by

			bidder (Combo Box)	bidder (Long text)
4	Delivery Period	First 30% of Purchase order Qty to be supplied by the end of second month	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
5	Delivery Period	Manufacturing to commence for 90% Qty of Purchase Order only from purchase order date. Balance 10% manufacturing clearance shall be intimated by BHEL. Delivery period for this balance 10% will be from its manufacturing clearance date only	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
6	Payment Term	FOR INDIGENOUS VENDORSVENDORS:(a) Supply: 100% of Basic value with taxes, duties and freight will be paid with 45 days credit from the receipt of material or 15 days credit from the date of submission of complete set of documentation whichever is later + submission of PBG valid for Warranty Period+ 3 months Claim Period from BHEL Consortium Bank ,if applicable. Note : In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
7	Payment Term	FOR FOREIGN VENDORS(a) 100% of PO value will be paid against Sight draft with 45 days Credit from the date of dispatch or 15 days credit from the date of submission of complete set of documents whichever is later)+ submission of PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank ,if applicable. Note: In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
8	Payment Term	(b) For any deviation in payment term, the offer will be liable for loading as per Clause G of ITB.If loading not acceptable, offer will be outrightly rejected.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
9	Evalution of L1 vendor	Evaluation to be done on package wise, L1 of Supply on "FOR destination" basis to site will only be considered.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
10	Warranty	Warranty for Supply : 18 months from supply, 12 months from I&C whichever is earlier.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
11	Pre	(a) Pre Shipment Inspection will be carried out by BHEL/Customer for which test report shall be sent atleast one week in advance.	To be	To be

	Shipment Inspection		filled by bidder (Combo Box)	filled by bidder (Long text)
12	Pre Shipment Inspection	(b) Pre Shipment Inspection charges , if any, shall be considered while evaluating your offer to arrive at "Total Cost to BHEL".The charges for the same shall be informed to you before Price Bid Opening/Reverse Auction.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
13	Penalty	(a) Supply: Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Pre Shipment Inspection Call Letter Date (Receipt of test report) will be treated as delivery for purpose of penalty.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
14	Penalty	(b) For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
15	Road Permit	Road permit if applicable will be given by BHEL before Dispatch of ordered Items.However, vendor shall give request for road permit 24 hours in advance.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
16	PBG	(a) PBG shall be furnished in the BHEL prescribed format.(b) Deviation if any Please specify.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
17	Despatch Documents - Indegenous	FOR INDIGENOUS VENDORS:Complete set of despatch documents in 3 sets shall be forwarded to BHEL directly. Despatch documents include GST Invoice (2 originals), Lorry receipt (L/R), Packing list, PSI letter Copy, Proof of delivery such as MRC (Material Receipt Certificate)/ original acknowledged LR, Insurance intimation letter and Warranty certificate. (editable)Indigenous & foreign	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
18	Despatch Documents -Foreign	FOR FOREIGN VENDORS:Despatch documents include Air Waybill/Bill of Lading, Invoice, Packing list, PSI letter copy and Warranty certificate.One copy of Invoice, Packing list and Air Way Bill /Bill of Lading shall be faxed/emailed immediately after despatch. Also one copy of packing list to be kept inside each box for easy identification of material at site.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
19	Reverse	BHEL reserves the right to conduct Reverse auction.Procedure for the same will be informed by BHEL .	To be	To be

	Auction		filled by bidder (Combo Box)	filled by bidder (Long text)
20	Other terms & conditions	For detailed Terms and Conditions, kindly refer to the following:A: ITB (document ref :SCPV: BOS: ITB - Rev 01)B: GCC (document ref: SCPV: BOS: GCC - Rev 01)	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
21	Validity	Quotation should remain valid for a period of 90 days from the due date.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
22	Shipment	Kindly indicate the state from where the shipment will take place.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
23	Bank charges	All Bank charges to seller's account	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
24	Consignment Details	Weight and Dimension of consignment with packing.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
25	Freight Charges & applicable GST % on freight	Lumpsum Value of Freight Charges & applicable GST % on freight to be indicated	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
26	Splitting of order	"The Order Quantity Share of 50:30 :20 will be procured from 3 vendors at L1 matched price. L1 will be offered 50% of total quantity. Balance 30% will be offered to L2 at L1 matched price. Balance 20% will be offered to L3 at L1 matched price .If L2 does not accept L1 price, the same offer will be made to L3, L4, L5, so on. If none of the vendors agree to match L1 rate, full quantity will be placed on L1 vendor."	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
27	Pre	As Per tender Requirements	To be	To be

	Qualification Criteria Documents		filled by bidder (Combo Box)	filled by bidder (Long text)
28	Consignment details	BHEL is trying to avail Concessional Customs Duty Certificate for foreign vendors . Successful bidder shall support with all relevant documents.	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
29	Integrity Pact	(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. A panel of Independent External Monitors (IEMs) have been appointed to overseeimplementation of IP in BHEL.The IP as enclosed with the tender (total 7 sheets) is to be submitted (duly signed by authorizedsignatory who signs in the offer) along with technocommercial bid. Only those bidders who have entered into such an IP with BHELwould be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Detailsof IEM for this tender is furnished below: Shri D.R.S Chaudhary,IAS (Retd.),Flat No. L-202 & L-203 (1st Floor)Ansal Lake ViewEnclaveShamla HillsBhopal- 462 013 (M.P.) Ph: +91 755 4050495dilip.chaudhary@icloud.com (b) Please refer Section-8 of the IP forRole and Responsibilities of IEMs. In case of any complaint arising out of the tenderingprocess, the matter may be referred to theIEM mentioned inthe tender. No routine correspondence shall be addressed to the IEM(phone/post/email) regarding theclarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall beaddressed directly to the tender issuing (procurement) department.”	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
30	DUN No.	Please mention Dun & Bradstreet No.(DUN No.)	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)

TECHNO COMMERCIAL REVISED

Mandatory : Yes

Techno- Commercial Revised

Form properties

Price bid form	No	Multiple filling	Yes
Requires encryption	No	Requires document encryption	No
Requires bid supporting documents	Yes	Mandatory	Yes

Datatype	
Data type	Example
Long Text	There are many variations of passages of Lorem Ipsum available, but the majority have suffered alteration in some form, by injected humour, or randomised words which don't look even slightly believable etc.
Combo Box	List of combo box as created with alphanumeric characters
Auto Number	Auto generated numbers like 1,2,3,4 etc.

Domain : bhel.abcprocure.com															
Parent department: EDN Bangalore															
View form															
Event ID : 414								RFQ/NIT/Enquiry no. : SPKSCPV017							
Description : Supply of MMS COLUMN Qty 1000 Tonnes															
PRICE BID- MMS COLUMN Revised															
PRICE BID- MMS Column															
PRICE BID- 1 CX10 SQ MMCABLE															
Item	Material	Short Text	Quantity in SKU	Order Unit	HSN / SAC Code	GST % APPLICABLE TO BE INDICATED	Currency	Unit Rate	Unit Rate In Words	Total Item Value(Qty in SKU X Unit Rate)- "A"	Total Item value in Words	Total Item Value inclusive of GST	Price Impact	Price Impact Effect	Price Impact Remarks
Small text PR Item Number Show	Small text Material Code Show	Long text Item name Show	All numbers Quantity Show	Small text Unit of measurement Show	HSN Code Show	GST Applicable Show	Other Show	Unit rate Show	Long text Other Show	All numbers Other Show	Long text Other Show	All numbers Total rate Show	Price Impact Hide	Price impact effect Hide	Price impact remarks Hide
10	PS0679076460	MMS COLUMN	900	Tonnes	To be filled by bidder (Small text)	To be filled by bidder (All numbers)	To be filled by bidder (Small text)	To be filled by bidder (+no. with (.))	Auto	Auto	Auto	Auto	To be filled by bidder (All numbers)	To be filled by bidder (Combo Box)	To be filled by bidder (Long text)
												Auto			

PRICE BID- MMS Column				
Mandatory : Yes Partial Filling : Yes				
Created formula(s)				
Sr. No.	Formula for	Formula		
1	Unit Rate In Words	Unit Rate		
2	Total Item Value (Qty in SKU X Unit Rate)- "A"	Quantity in SKU * Unit Rate		
3	Total Item value in Words	Total Item Value (Qty in SKU X Unit Rate) - "A"		
4	Total Item Value inclusive of GST	Total Item Value (Qty in SKU X Unit Rate) - "A" + (Total Item Value (Qty in SKU X Unit Rate) - "A" * GST % APPLICABLE TO BE INDICATED / 100)		
5	Total Item Value inclusive of GST	TOTAL (Total Item Value inclusive of GST)		
6	PRICE BID- MMS Column_Total Item Value inclusive of GST	PRICE BID - MMS Column_Total Item Value inclusive of GST + Freight MMS COLUMN_Total Value		
Freight MMS COLUMN				
Freight 10 SQ MM CABLE				
Freight Charge Including GST	Quantity will be considered as 1 Unit for the purpose of calculation	Lump sum Value	Total Value	GST % Applicable
Long text Item name Show	All numbers Quantity Show	Unit rate Show	All numbers Total rate Show	Other Show
Freight Charges	1	To be filled by bidder (All numbers)	Auto	To be filled by bidder (+no. with (.))
			Auto	
Freight MMS COLUMN				

Mandatory : Yes Partial Filling : Yes			
Created formula(s)			
Sr. No.	Formula for	Formula	
1	Total Value	Quantity will be considered as 1 Unit for the purpose of calculation * Lump sum Value + (Quantity will be considered as 1 Unit for the purpose of calculation * Lump sum Value * GST % Applicable / 100)	
2	Total Value	TOTAL (Total Value)	
PRICE BID- MMS COLUMN Revised			
Form properties			
Price bid form	Yes	Multiple filling	No
Requires encryption	Yes	Requires document encryption	No
Requires bid supporting documents	Yes	Mandatory	Yes
Datatype			
Data type	Example		
Small Text	ABC etc.		
Long Text	There are many variations of passages of Lorem Ipsum available, but the majority have suffered alteration in some form, by injected humour, or randomised words which don't look even slightly believable etc.		
+No. with (.)	123, 12.30, 123.44, Zero etc., values are allowed. Minus value are not allowed.		
All Numbers	123, 1.23, -123, Zero etc.. Values are allowed.		
Combo Box	List of combo box as created with alphanumeric characters		

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at _____ (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No _____ dated _____³ valued at Rs _____⁴ (Rupees -----)/FC _____ (in words _____) for _____⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to _____ % (_____ . Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We, _____ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including _____⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁸ we shall be discharged from all liabilities under this guarantee thereafter.

We, _____ BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed _____⁶
- b) This Guarantee shall be valid up to _____⁷
- c) Unless the Bank is served a written claim or demand on or before _____⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated _____.

Place of Issue _____.

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

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

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 – Commitments of the Principal

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

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 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.

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 Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension 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 prior to the award 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 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 demand from his sub-contractors a commitment consistent with this Integrity Pact. 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.
- 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 /Sub-contractors

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.
- 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 not, 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 when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

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

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address)_____
