



भारत हेवी इलेक्ट्रिकल लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
CORPORATE DIGITAL TRANSFORMATION

Dated: 31st Jan 2018

Corrigendum – II

Tender Ref. no.: AA:CDT:Email dated 27th Dec 2017

Subject: Clarifications / Amendments and due date extension

With respect to aforesaid Tender for Enterprise Mail Messaging Solution following clarifications / amendments are issued herewith:

- 1) The due date of submission and opening of bid is extended herewith: from 07th Feb 2018 to as follows.

Due date of submission of bid: 14th Feb 2018 1600hrs

Due date of opening of bid: 14th Feb 2018 1630hrs

Accordingly, the tender documents can be submitted on or before 14th Feb 2018 up to 1600hrs. The offers received in time shall be opened on 14th Feb 2018 at 1630hrs.

2) Clarifications / Amendments

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
1.	7 - Scope of Work (Sub clause 7.4)	The successful bidder shall supply, implement, support and maintain Anti-Virus & Anti-Spam solution for E-mail security at BHEL RC Puram datacenter and integrate the same with the offered messaging solution. The Anti-Virus / Anti-Spam solutions offered as part of the solution should be figuring in Gartner's Magic Quadrant continuously for the last two years (2016, 2017).	The successful bidder shall supply, implement, support and maintain Anti-Virus & Anti-Spam solution for E-mail security at BHEL RC Puram datacenter and integrate the same with the offered messaging solution. The Anti-Virus / Anti-Spam solutions offered as part of the solution should be figuring in Gartner's Magic Quadrant in the latest two reports.
2.	7 - Scope of Work (Sub clause 7.10)	The successful bidder shall provide three (3) qualified, experienced and trained support staff with at least 3 years' experience on the offered mailing solution at BHEL RC Puram	The successful bidder shall provide three (3) qualified, experienced and trained support staff with at least 3 years' experience on the offered

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		Hyderabad to support and manage the mailing solution. The support staff should be available from 8 AM to 7:30 PM on all working days of BHEL in staggered timing. However, they may also be required to be at site on need basis on Holidays/off working days also.	mailing solution at BHEL RC Puram Hyderabad to support and manage the mailing solution. The REs should have (a) at least 3 years diploma certificate in Electronics / Computers / IT (b) 3 years' experience in IT industry (c) trained on offered mailing solution with a training certificate. The support staff should be available from 8 AM to 7:30 PM on all working days of BHEL in staggered timing. However, they may also be required to be at site on need basis on Holidays/off working days also. The successful bidder shall also impart training to the REs for all the components (mailing solution, email security, email archiving & virtualization) of the offered solution.
3.	9.9 - Rates	Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular/on-site insurance and on-site comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain FIRM without any variation till completion of the contract period. However, the Lease Tax/ RTU Tax will be payable as per actuals. Rates are to be quoted as per Price Bid Format providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price Bid, no request for any	Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation and on-site comprehensive maintenance including spares at stipulated locations during the entire contract period and shall remain FIRM without any variation till completion of the contract period. However, the applicable taxes will be payable as per actuals. Rates are to be quoted as per Price Bid Format providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price Bid, no request for any



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		change in rates/tariff due to above will be entertained.	change in rates/tariff due to above will be entertained.
4.	9.10 - Payment Terms	Payment will become due from the Date of Acceptance or date of Start of Contract as per this RFP. Payment will be made in INR as per following: 9.10.1. For Enterprise Mail Messaging Solution Across BHEL (as per line item 1 of Price Bid Format – Annexure – III): 90% of the payment will be made after successful commissioning of the solution. Out of the balance 10%, 5% will be paid after 12 months of commissioning date and remaining 5% will be paid after 24 months of the commissioning date. 9.10.2. For Support for the Enterprise Mail Messaging Solution (as per line item 2 of Price Bid format – Annexure - III): payment will be made on quarterly basis after completion of each quarter. Payments, excluding GST & notional interest thereon, and after deduction of penalty, if any, will be made within 30 days from the last date of submission of following documents ➤ Delivery/Installation Report (Duly signed by BHEL executive), required only at the time of first payment. ➤ SLA reports for the quarter (to be verified by the System Administrator).	Payment will become due from the Date of Acceptance or date of Start of Contract as per this RFP. Payment will be made in INR as per following: 9.10.1. For Enterprise Mail Messaging Solution Across BHEL (as per line item 1 of Price Bid Format – Annexure – III): 90% of the payment will be made after successful commissioning of the solution. Out of the balance 10%, 5% will be paid after 12 months of commissioning date and remaining 5% will be paid after 24 months of the commissioning date. 9.10.2. For Support for the Enterprise Mail Messaging Solution (as per line item 2 of Price Bid format – Annexure - III): payment will be made on quarterly basis after completion of each quarter. Payments, excluding GST & notional interest thereon, and after deduction of penalty, if any, will be made within 30 days from the last date of submission of following documents ➤ Delivery/Installation Report (Duly signed by BHEL executive), required only at the time of first payment. ➤ SLA reports for the quarter (to be verified by the System Administrator).

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
		➤ Insurance documents for all the items and its annual renewal, whenever due. ➤ GST creditable invoices, complete in all aspects after due verification subject to other terms & conditions mentioned in Taxes & Duties clause. However, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law. Alternatively, the same shall be released on submission of BG equal to the amount of GST portion plus notional interest thereon for 2 months period, valid till the end of the contract plus 3 months or 3 months from the date of submission of final bill, whichever is later.	➤ GST creditable invoices, complete in all aspects after due verification subject to other terms & conditions mentioned in Taxes & Duties clause. However, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law. Alternatively, the same shall be released on submission of BG equal to the amount of GST portion plus notional interest thereon for 2 months period, valid till the end of the contract plus 3 months or 3 months from the date of submission of final bill, whichever is later.
5.	9.11 - Income tax depreciation	Income tax depreciation will be claimed by BHEL.	Income tax depreciation, if any, will be claimed by BHEL.
6.	9.13 - Special Clauses (Sub clause 9.13.7)	BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of one month.	BHEL reserves the right to terminate the contract within the contract period if the performance of the vendor is found to be unsatisfactory for continuously three months, i.e., vendor's performance is below the agreed SLA parameters. In such a situation, BHEL will give the vendor one month's time to improve the services and in case no

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			improvement is observed, an advance notice of one month will be given for the termination of the contract. All charges payable upto the termination point will be paid by BHEL.
7.	9.13 - Special Clauses (9.13.8)	Not Present	BHEL shall have the ownership of the offered Enterprise Mail Messaging solution (including all hardware and software) from the date of issuance of Acceptance Certificate by BHEL.
8.	10.5 - Mail Directory (Sub clause 10.5.4)	The user database in the directory shall be synchronized periodically with the BHEL's existing SAP HR user database, which is also hosted at BHEL RC Puram Hyderabad Unit. Bidder shall propose mechanism to achieve this synchronization.	The user database in the directory shall be integrated with the BHEL's Active Directory. AD in turn shall synchronize with SAP HR database.
9.	11.4 - Procedure for Submission & Opening of Bids: Part-I : Techno-Commercial Bid	Bounded volume of: i. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment. The Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened. ii. Compliance for Technical Specifications as per format enclosed as Annexure-I. iii. BOM as per Annexure – II. iv. Unpriced copy of PRICE BID as per format enclosed as Annexure-III. v. No Deviation Certificate as per format enclosed as Annexure-IV.	Bounded volume of: i. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment. The Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened. ii. Compliance for Technical Specifications as per format enclosed as Annexure-I. iii. BOM as per Annexure – II. iv. Unpriced copy of PRICE BID as per format enclosed as Annexure-III. v. No Deviation Certificate as per format enclosed as Annexure-IV.

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
		vi. Declaration of GST benefits as per format enclosed as Annexure-V. vii. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.	vi. Declaration of GST benefits as per format enclosed as Annexure-V. vii. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder. viii. Integrity Pact as per format enclosed as Annexure-VIII.
10.	11.4 - Procedure for Submission & Opening of Bids: Part-II : Price Bid	Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as Annexure-III only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of all Applicable Taxes (between Bidder & BHEL as asked in the Price Bid) clearly. Any changes in these Applicable Tax rates during the complete lease period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL. Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).	Price bid containing PRICES only is to be submitted (in the Price Schedule format enclosed as Annexure-III only). Prices shall be quoted in Indian Rupees only. Bidder shall give details of all Applicable Taxes (between Bidder & BHEL as asked in the Price Bid) clearly. Any changes in these Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL. Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only, so that the same can be evaluated before opening of Price Bid(s).
11.	11.21 - Insurance	Insurance for the complete Systems/ Goods shall be arranged by the Vendor/ Lessor at his own risk and cost during transit,	Insurance for the complete Systems / Goods shall be arranged by the Vendor / Lessor at his own risk and cost during transit, movement and

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
		movement, storage and throughout the period of lease. Purchaser/ Lessee, under any circumstances, will not be responsible for any loss/ damage/ theft of any Systems/ goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor/ Lessor. Evidence of insurance policy shall be submitted to BHEL. If the lessor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental. For any theft of or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 7 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.	storage till the date of issuance of the Acceptance Certificate by BHEL. Purchaser / Lessee, under any circumstances, will not be responsible for any loss / damage / theft of any Systems / goods, due to any reasons, whatsoever. Claim(s) etc., if any, shall be dealt with the underwriters directly by the Vendor/ Lessor.
12.	11.27 - Patent & Trademark	Vendor/Lessor shall at all times indemnify the Purchaser/Lessee against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor/Lessor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform the Vendor/Lessor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.	Stands deleted.



S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
13.	11.29 - Terminal payment	BHEL shall have the right to acquire or surrender all the equipments at the end of the lease period. In case BHEL decides to acquire the equipments, a nominal charge of Re.1.00 per equipment will be paid as terminal payment. In case of termination or surrender of equipments by BHEL at the end of the lease period, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.	Stands deleted
14.	11.30 - List of Annexures (Annexure – VIII)	Not Present	Annexure – VIII: Format for Integrity Pact (attached below)
15.	11.31 – Integrity Pact	Not Present	Integrity Pact (IP) (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender (Annexure – VIII) 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:



S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
			Name: Smt. Pravin Tripathi Address: D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068 Email: pravin.tripathi@gmail.com (b) Please refer Section-8 of IP (Annexure-VIII) 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) Heerok Jyoti Das (2) Shivali Arya Deptt: Corporate Digital Transformation (CDT) Address: BHEL, CDT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25, Sector – 16A, Noida (UP) 201301 Phone: (Landline/ Mobile) (1) 0120-2416476 (2) 0120-2416496

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
			Email: heerok@bhel.in / shivali@bhel.in
16.	11.32 – Bank Guarantee	Not Present	Bank Guarantee: "Successful bidder shall submit a Performance Bank Guarantee (PBG) equal to 5% of the total contract value valid for the entire contract period + 3 months."
17.	11.31- Technical and Functional Specifications: Technical Specifications for Mail Archival Solution, Compliance & eDiscovery – Sl. No. – 3, Pg. 40	The proposed solution should have been figuring in Gartner's Magic Quadrant continuously in the last two reports (for Enterprise Information Archiving).	The proposed solution should have been figuring in Gartner's Magic Quadrant in the latest two reports (for Enterprise Information Archiving).
18.	11.31 - Technical and Functional Specifications: Technical Specifications for Mail Archival Solution, Compliance & eDiscovery – Sl. No. – 13, Pg. 41	Customization of reports, export reports in different formats viz. XLS, HTML etc. and schedule generation and emailing of report.	The system shall provide pre-defined templates or customized reports and export reports in different formats like pdf/html/xls/csv. It should provide scheduling for generating the report and emailing the same.
19.	11.31 - Technical and Functional Specifications: Technical Specifications for Mail Archival Solution, Compliance & eDiscovery – Sl. No. – 14, Pg. 41	The solution should support SMTP journaling to archive the journal contents without having a journal mail box.	Stands deleted.

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
20.	11.31 - Technical and Functional Specifications: Technical Specifications for Mail Archival Solution, Compliance & eDiscovery – Sl. No. – 25, Pg. 41	The solution should be able to send out alert emails based on content in journaled items.	Stands deleted.
21.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 42	The proposed solution should have been figuring in Gartner's Magic Quadrant continuously in the last two reports (for Secure Email Gateways).	The proposed solution should have been figuring in Gartner's Magic Quadrant in the latest two reports (for Secure Email Gateways).
22.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 42	The proposed solution should protect against targeted attacks by removing zero-day document threats from Microsoft Office and PDF attachments, phishing, money mule, and other types of email attachment attack, Browser based Codes/ Executables.	The proposed solution should protect against targeted attacks by removing zero-day threats from attachments like Microsoft Office documents, PDF, etc, phishing, money mule, and other types of email attachment attack, Browser based Codes / Executables. The proposed solution should provide the feature of on-premises file sandboxing in high availability mode with appropriate capacity (to cater to 25000 users), to protect against advanced spam delivered as email / attachment. It should hold email during inspection and quarantine / reject as per action configured if zero day malware is detected in email. For the purpose of sizing, it can be estimated that roughly 10% of the overall email (flowing in and



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			out of the organization) will require sandboxing.
23.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 43	The proposed solution should provide image-based detection and filtering of pornographic content.	The proposed solution should provide image-based spam detection and prevention.
24.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 43	Non-Delivery Reports: The proposed solution should have the option to enable/disable Non-Delivery Reports (NDR), it should be able to send NDRs to only SPF-authenticated addresses.	Non-Delivery Reports: The proposed solution should have the option to enable/disable Non-Delivery Reports (NDR).
25.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 43	The OEM of the solution should have: a) A registered office in India b) At least one service/support centre in India c) At least one warehouse in India.	The OEM of the solution should have: a) A registered office in India b) At least one service/support center in India.
26.	11.31 - Technical and Functional Specifications:	The vendor should provide same business day support with 4 hours part replacement.	Stands deleted. (For SLA, please refer to SLA clause in RFP).

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
	Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 43		
27.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 43	The proposed solution should include disposition options like strip attachment, insert notes, send a copy, send a notification, drop email, quarantine, etc. when virus is detected within an email.	The proposed solution should include disposition options like send a notification, insert notes, send a copy, drop email, quarantine, etc. when virus is detected within an email.
28.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 43	The Solution should allow the customer to specify the encryption method - Transport Layer Security (TLS) encryption techniques as well as any third party encryption integration.	The solution should support Transport Layer Security (TLS) encryption technique.
29.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 44	Console Access Restriction: The proposed solution should be able to restrict admin access based on host IPs.	Stands deleted.



S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
30.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 44	The proposed solution should support various quarantine actions like "Delete, Deliver, Reprocess, Forward, Download, Not spam, Add to always White/Black-list, Clear queue, continue process" on quarantined queue.	The proposed solution should support various quarantine actions like "Delete, Deliver, Reprocess, etc".
31.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 44	The proposed solution should support, report customization and generation of both scheduled and adhoc reports in PDF, HTML and XLS/CSV format.	The proposed solution should support report customization and generation of both scheduled and adhoc reports in PDF/HTML/XLS/CSV format.
32.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 44	The proposed solution should have the feature of file sandboxing to protect against advanced spam delivered as email/ attachment.	Stands deleted (Already covered under S.no. 22)
33.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications	The proposed solution should be able to support to analyse all the languages in the world including Arabic, Urdu so that mails written in supported language can be content analysed before delivering to mail server.	Stands deleted.

S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
	➤ General Requirement, Pg. 45		
34.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 45	The solution should have blocking of email country wise and email domain wise along with reporting of the same.	The solution should provide blocking of emails based on email domains.
35.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 46	Antispam should have a provision to auto learn and manual learn from mails marked as SPAM by end user.	Anti-spam should provide end-user with facility to mark a mail as SPAM / NOT SPAM.
36.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 47	The solution should provide statistics about number of passed messages, Blacklisted senders, Blacklisted Recipients, Relay denied, Spoof Denied, Total clean messages, spam messages, virus messages, etc.	The solution should provide statistics like number of passed messages, Blacklisted senders, Blacklisted Recipients, Relay denied, Spoof Denied, Total clean messages, spam messages, virus messages, etc.
37.	11.31 - Technical and Functional Specifications:	Shall generate user based reports	The solution should have the feature to generate user based reports or export logs based on users.



S. No.	Tender Clause No. with description	As appearing in Tender	To be read as
	Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 47		
38.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 47	Should be able to retain logs for at least six months. Logs should be backed up to tape / VTL after regular intervals.	The solution should either be able to retain logs for at least six months or the log database should be able to store at least 60 Gb of online logs. There should be provision to back up or export logs to external storage.
39.	11.31 - Technical and Functional Specifications: Secure Email Gateway – Technical Specifications ➤ General Requirement, Pg. 47	The solution should support report formats in PDF, HTML and XLS.	The Solution should support report format in PDF / HTML / XLS / CSV.

Rest all other terms and conditions of the original tender ref. no. AA:CDT:Email, dated 27th Dec 2017 shall remain unchanged.


 DGM (CDT)
 Bharat Heavy Electricals Limited,
 CDT-Hall, 2nd Floor, HRD & ESI Complex,
 Plot no. 25, Sector-16a, Noida (UP) – 201301.



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 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)


- 1.3 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 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.

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 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.

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.

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

