BANK GUARANTEE FOR EMD

Bank Guarantee No:
Date:
To,
Name & Addresses of The Beneficiary
Dear Sirs,
Beneficiary: Noida Account no 39922687394 IFSC Code- SBIN0017313 Branch- CAG II New Delhi (BHEL PEM Noida) (hereinafter referred to as Beneficiary / Government) Date:
Whereas Applicant / Bidder is willing to submit its bid against above referred Bid / RA by the Beneficiary on behalf of President of India/Governor of State/Chairman, CMD, Secretary, Commissioner etc. of Central/State PSUs/Departments for the supply of Goods and / or Services and as per Bid / RA conditions, Applicant is required to submit a Bank Guarantee as EMD.
At the request of the Applicant, we as Guarantor under this Guarantee, hereby irrevocably and
unconditionally undertake to forthwith and immediately pay to the Employer without any
demur, merely on your first demand any sum or sums of INR(BG AMOUNT IN FIGURES
AND WORDS)(in words Indian Rupees) without any
reservation, protest, and recourse and without the beneficiary 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 INR(BG AMOUNT IN FIGURES AND WORDS)
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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute

and unequivocal.

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 Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities. This Guarantee shall be irrevocable and shall remain in force up to and including......(BG AMOUNT IN FIGURES AND WORDS)...... and shall be extended from time to time for such period as may be desired by the Employer. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the(DATE OF EXPIRY OF CLAIM PERIOD)...... we shall be discharged from all liabilities under this Guarantee. 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....... (BG AMOUNT IN FIGURES AND WORDS)..... b) This Guarantee shall be valid up to c) Unless the Bank is served a written claim or demand on or before (DATE OF EXPIRY OF CLAIM PERIOD)_____ 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) Date.....

Place of Issue.....

Format for Land Border Certificate as per GFR

To be given on Letter head of Bidder

Ref:	Date:
To,	
Bharat Heavy Electricals Limited	
PEM, PPEI Building,	
Plot No 25, Sector -16A	
Noida (U.P)-201301	
Reference:	
Order no-F6/18/2019-PPD dated 23.07.2020 issued by	y Ministry of Finance.
Tender Enquiry No	
Offer No	
Name of Package:	
Dear Sir,	
I have read the clause regarding restriction on procur a land border with India. I hereby certify that <u>Company</u> to be considered.	-
Thanking You,	
Yours faithfully,	
(Company director seal and signature)	

Format for Local Content Certificate as per latest MII Order

Ref:	Date:
To, Bharat Heavy Electricals Limited PEM, PPEI Building, Plot No 25, Sector -16A Noida (U.P)-201301	
Reference: Tender Enquiry No	
Name of Package:	
Dear Sir,	
We hereby certify that items of	(bidder's name) Intent of(bidder's name) Inte
Yours very truly	
(Signing Authority Name & Sign)	
(Firm Name)	



CORPORATE QUALITY ASSURANCE/ कॉरपोरेट गुणवत्ता आश्ववासन SUB-VENDOR QUESTIONNAIRE/ **सब-वेंडर प्रश्नावली**

i.	Item/Scope of Sub-contracting					
	उप-संविदा(अनुबंध) का मद/ दायरा					
ii.	Address of the registered office	पंजीकृत कार्यालय का पता	Details of Contact Person संपर्क व्यक्ति का विवरण			
			(Name, Designa मोबाइल, ईमेल)	tion, Mobile, Ema	il) (नाम, पदनाम,	
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured प्रस्तावित उप-विक्रेता के कार्यों का नाम और पता, जहां मद का निर्माण किया जा रहा है		Details of Contact Person: संपर्क व्यक्ति का विवरण (Name, Designation, Mobile, Email) (नाम, पदनाम, मोबाइल, ईमेल)			
			, , , ,			
iv.	Annual Production Capacity for sub-contracting उप-संविदा(अनुबंध लिए वार्षिक उत्पादन क्षमता	i) के प्रस्तावित मद / दायरे के				
v.	Annual production for last . item/scope of sub-contractin प्रस्तावित मद / दायरे के लिए पिछले ३ व	g उप-संविदा(अनुबंध) के				
vi.	Details of proposed wo	${m r}{m k}{m S}$ प्रस्तावित कार्यों का विवर	ण			
1.	Year of establishment of present we स्थापना का वर्ष					
2.	Year of commencement of manufa उपरोक्त फैक्टरी में निर्माण कार्य शुरू ह					
3.	Details of change in Works address फैक्टरी स्थल में परिवर्तन का विवरण (य					
4.	Total Area कुल क्षेत्र					
	Covered Area शामिल क्षेत्र					
5.	Factory Registration Certificate फै	क्टरी पंजीकरण प्रमाण पत्र	Details attached । अनुलग्नक- एफ 2.1	at Annexure – F2.1 . पर संलग्न है	! विवरण	
6.	Design/ Research & development	set-up डिजाइन / अनुसंधान		applicable if manuj		
	और विकास सेटअप (No. of manp machines & tools employed etc.)	ower, their qualification, (धपिकों की गंजा उनकी		ctor/purchaser des		
	योग्यता, मशीन और उपलब्ध उपकरण उ		Details attached at Annexure – F2.2 (if applicable) लागू / लागू नहीं, अगर विनिर्माण मुख्य			
		-iii q)	संविदाकार / खरीद	द्वार के डिजाइन के अ	ानुसार है)	
			विवरण अनुलग्नक - (यदि लागू हो)	-एफ 2.2 पर संलग्न है	Ī	
7.	Overall organization Chart with M (Design/Manufacturing/Quality	etc) मैनपावर विवरण के		at Annexure – F2.3 ों संलग्न है ।	3 विवरण	
0	साथ समग्र संगठन का चार्ट(डिजाइन / After sales service set up in India		Applicable / Not	applicable लागू / ला	ग नहीं	
8.	vendor(Location, Contact Person,		14pp 1100 (1100)	mppiicuoic (II-X) (II	' & 'V'	
	में बिक्री सेवा की स्थापना के बाद, वि	वेदेशी उप-विक्रेता के मामले	Details attached अनुलग्नक -2.4 पर	at Annexure – F2.4 संजय है ।	। विवरण	
	में(स्थल , संपर्क व्यक्ति, संपर्क विवरण उ			·		
9.	Manufacturing process execution indicating various stages of m		अनुलग्नक - F2.5में	at Annexure – F2.5 संलग्न है ।) Iddin	
	material to finished product inclu	O	013(17) 12.51	vivia e i		
	if any फ्लोचार्ट सहित विनिर्माण प्रक्रि	प्या निष्पादन _् योजनां , जिसमें				
	आउटसोर्स प्रक्रिया, यदि कोई हो, सहित विनिर्माण के विभिन्न चरणों को दर्शाया ग					
10.		laiनमाण के विभिन्न चरणा की देशाया गया हा, Sources of Raw Material/Major Bought Out Item कच्चे माल के			६ विवरण अनुलग्नक	
10.	स्रोत / खरीदे हुए मुख्य मद		- F2.6 में संलग्न है।		_	
11.	Quality Control exercised di			at Annexure - F2.7	7 विवरण अनुलग्नक	
	material/BOI, in-process , Final To खरीदे हुए मद, प्रक्रियाबद्ध, अंतिम परीक्ष नियंत्रण		- F2.7 पर संलग्न है			

10	Mani	ufacturing fac	rilities			Dotails atta	chod at Annovuro	E2 वित्रा ण
12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.) विनिर्माण सुविधा(मशीनों की सूची , विशेष प्रक्रिया सुविधाएं, सामग्री रख-रखाव आदि)			Details attached at Annexure – F2.8 विवरण अनुलग्नक - F2.8में संलग्न है ।				
13.	Testing facilities (List of testing equipment) परीक्षण सुविधाएं(परीक्षण उपकरण की सूची)			Details attached at Annexure – F2.9 विवरण अनुलग्नक – F2. 9 में संलग्न है ।				
14.	If manufacturing process involves fabrication then- यदि निर्माण प्रक्रिया में फेब्रिकेशन की गई है तो- List of qualified Welders पात्र वेल्डर की सूची List of qualified NDT personnel with area of specialization विशेषज्ञता के क्षेत्र सहित पात्र एनडीटी कार्मिकों की सूची			Applicable / Not applicable लागू / लागू नहीं Details attached at Annexure – F2.10 विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) लागू / लागू नहीं				
15.	List of out-sourced manufacturing processes with Sub- Vendors' names & addresses सब-वेंडर द्वारा बाह्य स्रोतों (उनके नाम और पते सहित)से करवाएं गए निर्माण प्रक्रियाओं की सूची			Applicable / Not applicable लागू / लागू नहीं Details attached at AnnexureF2.11 विवरण अनुलग्नक - F2.10में संलग्न है। (if applicable) (यदि लागू हो)				
16.	Supply reference list including recent supplies नवीनतम आपूर्ति सहित आपूर्ति संदर्भ सूची				Details attached at Annexure – F2.12 विवरण अनुलग्नक - F2.12 में संलग्न है । (as per format given below) (नीचे दिए गए प्रारूप के अनुसार)			
Proje packa परियोग पैकेज	^{ige} जना	Customer Name ग्राहक का नाम	Supplied Item (Type/Rating/Mod /Capacity/Size etc) गई वस्तु (प्रकार / रेटिंग क्षमता / आकार आदि)	आपूर्ति की ा / मॉडल /	PO re पीओ [;] तिथि	f no/date संदर्भ सं. /	Supplied Quantity आपूर्ति की मात्रा	Date of Supply आपूर्ति की तारीख
1							77.10	
17.	Prod letter	r/certificates,	sfactory perform /End User Feedback क पत्र / प्रमाण पत्र / अंतिम	उत्पाद के संत	eedback गोषजनक फीडबैक	Attached at संलग्न है	annexure - F2.13	भ नुलग्नक F2. 3 पर
	letter प्रदर्श- Summ No, A (simi रेटिंग संख्या नोटः	r/certificates, न संबंधी फीडबैंग mary of Type Igency, Date c ilar or higher वाले) के लिए ा, एजेंसी, जांच व - रिपोर्ट प्रस्तुत व	/End User Feedback क पत्र / प्रमाण पत्र / अंतिम् Test Report (Type T of testing) for the prop rating) प्रस्तावित उत्पार टाइप टेस्ट रिपोर्ट (टाइप् की तारीख) का सारांश करने की आवश्यकता नर्ह	उत्पाद के संत्व म उपयोगकर्ता Test Details, posed produ द (एक समान म टेस्ट विवरप	गोषजनक फ़ीडबैक Report ict ा या उच्च	संलग्न है Applicable Details atta अनुलग्नक - F	annexure - F2.13 उ / Not applicable लाग ched at Annexure – 2.1 4में संलग्न है le) (यदि लागू हो)	रू / लागू नहीं
18.	letter प्रदर्श- Sumr No, A (simi रेटिंग संख्या नोटः - Note	r/certificates, न संबंधी फीडबैं mary of Type agency, Date c ilar or higher वाले) के लिए ा, एजेंसी, जांच व - रिपोर्ट प्रस्तुत व :- Reports nea itory / man	/End User Feedback क पत्र / प्रमाण पत्र / अंतिम् Test Report (Type Tof testing) for the properating) प्रस्तावित उत्पाद टाइप टेस्ट रिपोर्ट (टाइप् ही तारीख) का सारांश	उत्पाद के संव म उपयोगकर्ता Test Details, posed produ द (एक समान म टेस्ट विवरप ों है I	ilषजनक फ़ीडबैक Report act I या उच्च II, रिपोर्ट	संलग्न है Applicable Details atta अनुलग्नक - F (if applicable Applicable	/ Not applicable ला ched at Annexure – 2. 1 4में संलग्न है le) (यदि लागू हो) / Not applicable ला ग् ched at Annexure –	र्/ लागू नहीं F2.14 विवरण रू/ लागू नहीं
18.	Sumr No, A (simi रेटिंग संख्या नोटः - Note: Statu prodi	r/certificates, न संबंधी फीडबैं mary of Type agency, Date o ilar or higher वाले) के लिए ा, एजेंसी, जांच व - रिपोर्ट प्रस्तुत व :- Reports nea itory / man uct प्रस्तावित उ	/End User Feedback क पत्र / प्रमाण पत्र / अंतिम् Test Report (Type Tof testing) for the properating) प्रस्तावित उत्पाद टाइप टेस्ट रिपोर्ट (टाइप्की तारीख) का सारांश करने की आवश्यकता नहं ed not to be submitted datory certification saura के लिए वैधानिक / Ecertificate आईएसओ 90	उत्पाद के संव अपयोगकर्ता Test Details, posed produ द (एक समान र टेस्ट विवरण हैं है for the pr अनिवार्य प्रमाण	ilषजनक फ़ीडबैक Report ict i या उच्च ii, रिपोर्ट roposed गीकरण	संलग्न है Applicable Details atta अनुलग्नक - F (if applicable Applicable Details atta (if applicab	/ Not applicable ला ched at Annexure – 2 .1 4में संलग्न है le) (यदि लागू हो) / Not applicable ला ग्	I / लागू नहीं F2.14 विवरण I / लागू नहीं F2.15
18. 19.	letter प्रदर्श- Sumr No, A (simi रेटिंग संख्या नोटः - Note: Statu prodi	r/certificates, न संबंधी फीडबैंग mary of Type Agency, Date co ilar or higher वाले) के लिए म, एजेंसी, जांच व - रिपोर्ट प्रस्तुत व :- Reports nee Atory / man uct प्रस्तावित उ of ISO 9001 co railable(यदि उ uct technica able) प्रस्तावित	/End User Feedback क पत्र / प्रमाण पत्र / अंतिम् Test Report (Type Tof testing) for the properating) प्रस्तावित उत्पाद टाइप टेस्ट रिपोर्ट (टाइप्की तारीख) का सारांश करने की आवश्यकता नहं ed not to be submitted datory certification saura के लिए वैधानिक / Ecertificate आईएसओ 90	उत्पाद के संव म उपयोगकर्ता Pest Details, posed produ द (एक समान म टेस्ट विवरप हैं है d for the pr अनिवार्य प्रमाण 001 प्रमाण पर	ाषजनक फ़ीडबैक Report ict i या उच्च ग, रिपोर्ट roposed गीकरण	संलग्न है Applicable Details atta अनुलग्नक - F (if applicable Details atta (if applicable Attached at F2.1 6 है Details atta	/ Not applicable लाग् ched at Annexure – 2. 1 4में संलग्न है le) (यदि लागू हो) / Not applicable लाग् ched at Annexure – le) (यदि लागू हो)	रू/ लागू नहीं F2.14 विवरण रू/ लागू नहीं F2.15
19. 20. 21.	Sumr No, A (simi रेटिंग संख्या नोटः - Note: Statu prodi	r/certificates, न संबंधी फीडबैंग mary of Type Agency, Date co ilar or higher वाले) के लिए म, एजेंसी, जांच व - रिपोर्ट प्रस्तुत व :- Reports nee Atory / man uct प्रस्तावित उ of ISO 9001 co railable(यदि उ uct technica able) प्रस्तावित	/End User Feedback क पत्र / प्रमाण पत्र / अंतिम् e Test Report (Type Tof testing) for the properating) प्रस्तावित उत्पाद टाइप टेस्ट रिपोर्ट (टाइप् की तारीख) का सारांश करने की आवश्यकता नहीं ed not to be submitted datory certification उत्पाद के लिए वैधानिक / अं स्वार स्वार हो।	उत्पाद के संव म उपयोगकर्ता Pest Details, posed produ द (एक समान म टेस्ट विवरप हैं है d for the pr अनिवार्य प्रमाण 001 प्रमाण पर	ाषजनक फ़ीडबैक Report ict i या उच्च ग, रिपोर्ट roposed गीकरण	संलग्न है Applicable Details atta अनुलग्नक - F (if applicable Details atta (if applicable Attached at F2.1 6 है Details atta	/ Not applicable ला ग् ched at Annexure – 2. 1 4में संलग्न है le) (यदि लागू हो) / Not applicable लाग् ched at Annexure – le) (यदि लागू हो) Annexure – F2.16 र ched at Annexure – 2.1 7 में संलग्न है	रू/ लागू नहीं F2.14 विवरण रू/ लागू नहीं F2.15
18.	Sumr No, A (simi रेटिंग संख्या नोटः Note: Statu prodi	r/certificates, न संबंधी फीडबैंग mary of Type Agency, Date co ilar or higher वाले) के लिए म, एजेंसी, जांच व - रिपोर्ट प्रस्तुत व :- Reports nee Atory / man uct प्रस्तावित उ of ISO 9001 co railable(यदि उ uct technica able) प्रस्तावित	/End User Feedback क पत्र / प्रमाण पत्र / अंतिम् e Test Report (Type Tof testing) for the properating) प्रस्तावित उत्पाद टाइप टेस्ट रिपोर्ट (टाइप् की तारीख) का सारांश करने की आवश्यकता नहीं ed not to be submitted datory certification उत्पाद के लिए वैधानिक / अं स्वार स्वार हो।	उत्पाद के संव अपयोगकर्ता Pest Details, posed produ द (एक समान् I टेस्ट विवरप हैं है on the pr अनिवार्य प्रमाप प्रमाण पर proposed it कनीकी कैटल	ाषजनक फ़ीडबैक Report ict i या उच्च ग, रिपोर्ट roposed गीकरण	संलग्न है Applicable Details atta अनुलग्नक - F (if applicable Details atta (if applicable Attached at F2.1 6 है Details atta अनुलग्नक - F	/ Not applicable लाग् ched at Annexure – 2.1 4में संलग्न है le) (यदि लागू हो) / Not applicable लाग् ched at Annexure – le) (यदि लागू हो) Annexure – F2.16 र ched at Annexure – 2.1 7 में संलग्न है	र्/ लागू नहीं F2.14 विवरण र्/ लागू नहीं F2.15 अनुलग्नक में संलग्न -

Company's Seal/Stamp: - कंपनी की मुहर / मोहर: -



GENERAL CONDITIONS OF CONTRACT GCC – BOP

Revision no. 00

ANNEXURES

ANNEXURE-VIII

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							
<u>Preamble</u>							
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

- 1.1The 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)

2.1The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits



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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 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 will await their decision in the matter.

Section 3 – Disqualification from tender process & 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

- 4.1If 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

5.1The 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.



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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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

6.2The 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)

- 8.1The 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.
- 8.2The 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.
- 8.3The 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 in line with Non-disclosure agreement.
- 8.4The 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 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7The IEMs would examine all complaints received by them and give their recommendations! views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious



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irregularities requiring legal! administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9IEM 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 organization should be looked into by the CVO of the concerned organization.
- 8.10If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP 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. Issues like warranty! guarantee etc. should be outside the purview of IEMs.
- 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

SANJEE Digitally signed by SANUEEV KUMAR
DN: c=IN, postalCode=201301, st=UITAR
PRADESH, street=GAUTAM BUDDHA NAGAI

- 10.1This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4Should 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 & Obehalf of the Full Indiana State of t	For & On behalf of the Bidder/ Contractor (Office Seal)				
Place					
Date					
Witness:	Witness:				
(Name & Address)	(Name & Address)				