



PURCHASE-BOI DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED,  
HEAVY ELECTRICAL EQUIPMENT PLANT,  
RANIPUR, HARIDWAR – 249 403 (UTTARAKHAND), INDIA

BHEL Ref. No.: B/4011/2023/3346/V1

**Tender for the requirement of Acoustic Enclosure/ Turbine Cleading for 200/210MW Ukai R&M project**

Bids are invited from the bidders for providing the complete design, supply and erection of **Acoustic Enclosure/ Turbine Cleading for 200/210MW Ukai R&M project** as per detailed specifications. All tender documents uploaded along with this tender enquiry are as mentioned below. These documents to be filled, signed and sealed and to be uploaded along with the Part-1 bid offer.

**LIST OF TENDER DOCUMENTS**

S.No.	Document Name	Total Pages
1.	PRE-QUALIFICATION REQUIREMENT (PQR) (ANNEXURE-A)	02
2.	TECHNICAL DRAWING No. 01210112029 Rev. 00	01
3.	ADDITIONAL TERMS & CONDITIONS OF TENDER (ANNEXURE-B) (in addition to General terms and conditions on GeM 4.0)	04
4.	QUALITY PLAN (blank)	01
5.	INTEGRITY PACT	05



**Pre-Qualification Requirement of Turbine Acoustic Enclosure**

(For Material Codes: W90312101252)

Document No. STE/TE/PQR/BI032/01

**Description**

Turbine acoustic enclosure is closed structure (either roofless or with roof) around steam/gas turbines on turbine operating floor of thermal power plants. The primary purpose of a turbine acoustic enclosure is to reduce the noise generated by the turbine and prevent it from propagating to the surrounding area.

**Qualification Criteria**

The Supplier meeting the below mentioned criteria shall be considered for further evaluation. Supplier to state its response as per Format below:

Sr. No.	PRE-QUALIFICATION REQUIREMENTS	SUPPLIER RESPONSE																		
1	Vendor must have designed, manufactured, supplied and erected at least 02 (two) nos. acoustic enclosures for 100 MW or above rated steam turbine during the last 15 (fifteen) years from the date of enquiry. Vendor to confirm.	YES/NO																		
2	In support of above (Sl. No. 1), vendor shall furnish details of their previously executed orders as per the format of Table-1 below: <p style="text-align: center;"><b>Table-1</b></p> <table border="1"><thead><tr><th>Sl. No.</th><th>Customer Name, Address &amp; Contact Details</th><th>Purchase order No.</th><th>Purchase Order Date</th><th>Steam Turbine Rating (in MW)</th><th>Qty.</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>	Sl. No.	Customer Name, Address & Contact Details	Purchase order No.	Purchase Order Date	Steam Turbine Rating (in MW)	Qty.													YES/NO
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3	Vendor to submit documentary evidence in support of experience (furnished at Sl. No. 2): I. Unpriced Purchase Order Copies (as per Table-1 of Clause No. 2)..... II. Project Completion Certificate from customer for at least 01 (one) Purchase order.....	Document Enclosed: YES/NO YES/NO																		
4	Vendor shall furnish certificate from end user customer for at least 1 (one) no. of supplied acoustic enclosure regarding its successful operation for at least 1 (one) year from the listed supplies under point no. 2. <p style="text-align: center;"><i>Or</i></p> Vendor shall furnish the document that they are approved supplier of acoustic enclosure for the OEM of Steam Turbine Manufacturers (100 MW & above) and at least one Purchase order must have been executed to that Customer (Supporting Documents: Approved Supplier of OEM and 01 (one) number Purchase Order copy from same OEM).	Document Enclosed: YES/NO																		

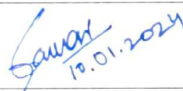

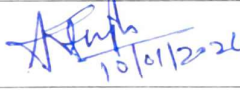
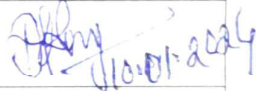


**Technical Requirements:**

Supplier to confirm that design, manufacture, delivery & erection of Turbine Acoustic Enclosure shall be as per BHEL drawing / specification and all the technical requirements mentioned in drawings & specified documents shall be met in totality.

**General Notes:**

1. Against vendor's reply, BHEL reserves the right to verify /ask additional information / documents / clarifications. In case any information is found to be false / incorrect, BHEL reserves the right to reject vendor's offer.
2. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarification as mentioned above or vendor doesn't meet the acceptance criteria (mentioned above from Sr. No. 1 to 4).
3. All the documents and correspondences shall be accepted in English language only. In case, documents are not in English, they must be accompanied by duly certified English translations of the same.
4. BHEL team may visit Supplier works to assess supplier's manufacturing and/or testing facilities, if required.

Prepared By	Checked By	Reviewed By	Approved By
 19.01.2024	 10/01/2024	 15/01/2024	 10/01/2024
<b>Gaurav Anand</b> (Dy. Manager, STE-TE)	<b>Ritesh Kumar</b> (Manager, STE-TE)	<b>Alok Kr Singh</b> (Sr. DGM, STE-TE)	<b>D K RAY</b> (AGM, STE-TE)



**ADDITIONAL TERMS & CONDITIONS OF TENDER**  
**TURBINE CLEADING/ACOUSTIC ENCLOSURE FOR UKAI R&M PROJECT**  
**BHEL ref. no. B/4011/2023/3346/V1**

**(Annexure-B)**

Sl. No.	Terms	Description	Bidder's confirmation								
1.	<b>Technical Requirement</b>	Please quote your valuable offer as per <b>BHEL Drawing no. 01210112029 Rev. 00</b> enclosed.									
2.	<b>Evaluation Criteria</b>	Evaluation will be done on <b>Total Landed Cost to BHEL upto project site basis (i.e. material cost and erection cost taken together).</b> Total Landed Cost to BHEL includes Material cost, Erection cost, Freight charges, P&F charges, GST etc.  <b>'Bid to RA' shall be conducted as per GeM terms &amp; conditions (GeM 4.0) amongst bidders who will qualify PQR and techno-commercial requirement of tender.</b>									
3.	<b>Basis of quotation</b>	Kindly confirm that Prices for <b>material portion</b> have been quoted on <b>Ex-Works Freight prepaid upto Project site</b> basis inclusive of GST (i.e. including all taxes, duties, duties, local levies, transportation/freight, packing, forwarding charges etc.).									
4.	<b>Transit Insurance</b>	Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.									
5.	<b>Scope of Enquiry with expected deliveries</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Material Code and Item Description</th> <th style="text-align: center;">Qty.</th> <th style="text-align: center;">Expected Delivery Requirement</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>W90312101252 DRG: 01210112029 REV:00 DESIGN,MANUFACTURING, SUPPLY AND ERECTION OF ACOUSTIC ENCLOSURE AT SITE FOR 200/210MW TG SET AS PER DRAWING 01210112029.</td> <td style="text-align: center;">2 Set/ No.</td> <td>Lot-1: May, 24 Lot-2: Jul, 24 <i>However, material will be dispatched on <b>On Intimation</b> basis to Project site.</i></td> </tr> </tbody> </table>	Sl. No.	Material Code and Item Description	Qty.	Expected Delivery Requirement	1.	W90312101252 DRG: 01210112029 REV:00 DESIGN,MANUFACTURING, SUPPLY AND ERECTION OF ACOUSTIC ENCLOSURE AT SITE FOR 200/210MW TG SET AS PER DRAWING 01210112029.	2 Set/ No.	Lot-1: May, 24 Lot-2: Jul, 24 <i>However, material will be dispatched on <b>On Intimation</b> basis to Project site.</i>	
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6.	<b>Delivery Schedule/ Period</b>	<p><b>Material Supply:</b> Delivery date would be <b>03 months from the date of intimation from BHEL 'or' actual site requirement, whichever is later.</b> The delivery/dispatch period (of 3 months) is inclusive of the time for manufacturing, inspection, submission and review of test certificate/ Inspection report for issuance of dispatch clearance by BHEL. Any delay shall be on respective account. In case, bidders are not able to meet delivery of 3 months, such bidders required to quote their best possible delivery from the date of intimation.</p> <p><b>Erection portion:</b> Bidder's manpower with complete tool and tackles shall reach project site within 15 days of intimation of BHEL. Please confirm.</p> <p>Final delivery would be either delivery period quoted by bidder in the offer or enquiry delivery schedule or actual site requirement, whichever is later. Kindly confirm.</p>									
7.	<b>Erection at site</b>	<p>Erection of Acoustic Enclosure/Turbine Cleading is required by supplier's representative at project site. Bidder to quote the <b>lump sum charges</b> for erection work (inclusive of all factors i.e. food, boarding, lodging, travel, tools etc.) separately in your offer as per defined GeM catalogue for Erection portion. Kindly confirm.</p> <p><b>Erection cost should be approx. 15% of the material supply value.</b> Same is to be maintained while offer as same would be compulsorily followed while ordering.</p> <p>Erection to be completed in approx. 60 no. of days. This is indicative. Kindly mention the no. of days for completion of work (to be less than 60 days). Respective delays would be on respective account.</p> <p>Work completion certificate is to be provided duly filled and signed by site.</p> <p>Daily attendance sheet duly filled and signed by site to be provided mentioning the manpower deputed and days taken.</p>									

**ADDITIONAL TERMS & CONDITIONS OF TENDER**  
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**(Annexure-B)**

8.	<b>Engineering Document approval</b>	<p>In case of order, supplier to submit Bill of Material (BOM)/ resquired technical documents for approval from BHEL within 15 days of placement of Purchase Order or Intimation from BHEL, whichever is later.</p> <p>BHEL will provide approval of the same within 15 days of receipt of documents/BOM, if complete &amp; correct as per agreements before placement of Purchase order.</p> <p>The delay due to late submission shall be to supplier's account whereas delay in approval of documents shall be BHEL's account. In case of delay on account of BHEL, delivery shall be re-scheduled accordingly.</p>									
9.	<b>Packing Instructions</b>	<p>Packing should be sturdy so that it is supplied and handled safely during transportation and unloading at project site. Kindly ensure the same to avoid any damage or delay during transportation and unloading.</p> <p>Please confirm to submit Packing list (<b>Box wise</b>) for BHEL review before dispatch. Customer BBU no. (to be provided by BHEL at the time of dispatch) must appear in vendor packing list.</p>									
10.	<b>Quality Requirement &amp; Inspection</b>	<p>a) Kindly submit duly filled endorsed copy of Quality plan (format enclosed) in line with ordering documents for BHEL review and approval, along with your offer.</p> <p>b) Inspection shall be done by BHEL nominated third party inspection agency "M/s Intertek" as per BHEL approved quality plan. Kindly confirm.</p> <p>Inspection call shall be raised by the vendor at least 07 days in advance of readiness of material (i.e. 14 days prior to PO scheduled delivery). If inspection is not attended by the inspection agency within 07 days of inspection call, delivery shall be re-scheduled accordingly.</p>									
11.	<b>Payment terms</b>	<p><b>Material Portion:</b> 100% payment of material supply portion shall be released (Unit/Lot-wise) as per below after receipt of material at site (i.e. On issue of Delivery CRAC i.e. consignee receipt-cum-acceptance certificate) alongwith submission of PBG @ 5% of the Order value (Unit/lotwise). <i>Kindly confirm.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Type of Bidder</th> <th style="text-align: left;">Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro &amp; Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table> <p><b>Negotiable documents for Supply payment are as under:</b></p> <ol style="list-style-type: none"> <li>a) Tax Invoice</li> <li>b) E-invoice, in case Turnover is more than 5cr (as per provisions of e-invoice) else Turnover declaration.</li> <li>c) Consignee copy of GR</li> <li>d) Packing list</li> <li>e) Test Certificates/Inspection Reports (TC/IR)</li> <li>f) Guarantee Certificate</li> <li>g) Original GST compliance certificate.</li> <li>h) MDCC issued by BHEL</li> <li>i) 5% PBG acceptance/receipt certificate by BHEL.</li> <li>j) GeM invoice</li> <li>k) Delivery challan/E-waybill</li> </ol> <p><i>Please ensure to send the Original GR alongwith above original negotiation documents to BHEL Haridwar for End customer billing purpose.</i></p>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
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**ADDITIONAL TERMS & CONDITIONS OF TENDER**  
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**(Annexure-B)**

		<p><b>Erection portion:</b></p> <p>100% payment of erection portion shall be released after receipt of work completion certificate (Commissioning CRAC) issued by Consignee/BHEL site and submission of online bills along with original GST compliance certificate.</p>	
12.	<b>PBG clause</b>	<p>Vendor has to submit Performance Bank Guarantee (PBG) for 5% of the order /contract value (Unit/lotwise) to BHEL. PBG should be valid for entire Guarantee/Warranty period. PBG would be submitted before processing of payment of material portion.</p> <p>Performance shall be covered under Guarantee/ Warranty period as per GeM. PBG should be in BHEL format and from one of the BHEL consortium banks, which are available at <a href="https://hwr.bhel.com">https://hwr.bhel.com</a>.</p>	
13.	<b>Liquidated Damages (LD)</b>	<p>Liquidated Damages shall be applicable unitwise/lotwise as per clause no. 15 (iii) of General terms and conditions on GeM GTC (latest version).</p> <p>Date of GR/LR shall be treated as date of delivery for LD purpose. Kindly confirm.</p>	
14.	<b>Guarantee/ Warranty Clause</b>	<p>Supplier shall guarantee the quality of material used &amp; workmanship for a period of <b>18 months from the date of supply or 12 months from the date of erection/commissioning, whichever is later.</b></p> <p>In case of any failure or trouble reported from site, supplier shall depute their representative immediately to attend the problem and replace the defective components/parts at no extra cost.</p>	
15.	<b>MDCC clause</b>	<p>Material shall be dispatched only after issuance of Material dispatch clearance certificate (MDCC) by BHEL/Customer.</p> <p>All Test certificates (TCs) &amp; Inspection Reports etc. should be submitted by supplier to BHEL at least 07 days in advance for review and issuance of MDCC.</p> <p>Material should be dispatched within 07 days of issue of MDCC by BHEL.</p>	
16.	<b>Risk Purchase clause</b>	<p>In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost.</p> <p>If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.</p>	
17.	<b>Regarding ITC based evaluation bid</b>	<p>Kindly note that this tender is ITC (Input tax credit) enabled.</p> <p>Bidders shall have to enter their Prices inclusive of all taxes including GST during participation in bid on GeM portal.</p> <p>Kindly comply.</p>	
18.	<b>Integrity Pact (IP)</b>	<p>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. As of now, following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with approval of CVC to oversee implementation of IP in BHEL:</p>	

**ADDITIONAL TERMS & CONDITIONS OF TENDER**  
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**(Annexure-B)**

S.No	IEM	Email ID
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

**For update external monitors please visit our website [www.bhel.com](http://www.bhel.com).**

b. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) 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 preliminary qualification.

c. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

*Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such Clarifications/issues shall be addressed directly to the tender issuing (procurement) department's officials whose details are mentioned below:*

a) Mr. Gurdeep Singh, Engineer (PPX-BOI)  
 Email: [singhg@bhel.in](mailto:singhg@bhel.in)  
 Ph: +91 1334 284175

b) Ms. Sonal Rautela Manager (PPX-BOI)  
 Email: [sonalr@bhel.in](mailto:sonalr@bhel.in)  
 Ph: +91 1334 281786

c) Mr. Amit Kumar Singh, Sr. Manager (PPX-BOI)  
 Email: [amitksingh@bhel.in](mailto:amitksingh@bhel.in)  
 Ph: +91 1334 281150

Address: 4<sup>th</sup> Floor, Main Administrative Building,  
 HEEP, BHEL, Haridwar- 249403, Uttarakhand, India

19.	<b>Action against Bidder/vendor/ supplier/ contractor in case of default</b>	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>".</p>
20.	<b>Conflict of Interest</b>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be</p>

**ADDITIONAL TERMS & CONDITIONS OF TENDER**  
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**(Annexure-B)**

		<p>disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal, or</li> </ol> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business."</p>	
21.	<p><b>Confirmation to General terms &amp; conditions of GeM</b></p>	<p><b>This ADDITIONAL TERMS &amp; CONDITIONS OF TENDER should be read and complied in conjunction with GENERAL TERMS AND CONDITIONS of GeM (GeM 4.0 latest version) governed for this bid.</b></p> <p>Please confirm the acceptance to General terms &amp; conditions (GeM 4.0) applicable for this tender.</p>	

**Kindly ensure to submit the below documents/enclosures along with Part-1 bid:**

- a. Signed & Stamped copy (each page) of GeM tender bid.
- b. Signed & Stamped copy (each page) of duly filled Additional terms & conditions of tender (Annexure-B).
- c. Signed & Stamped copy (each page) of General terms & conditions of GeM 4.0, latest version.



**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

**Section 1- Commitments of the Principal**

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

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

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

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

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

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 For & On behalf of the Principal  
 (Office Seal)

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

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

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

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