



Ref. Enquiry No.: PE/PG/UDN/E-6916/2021 dated 24.03.2022

DUE DATE
04 Apr 2022
BY 11:00 AM

Dear Sir/ Ma'am

Subject: Open tender Enquiry for "Lighting Fixtures, Lamps & Misc. items" for 2X660 MW UDANGUDI SUPERCRITICAL SUPER THERMAL POWER PROJECT as per Technical Specification No. PE-TS-435-558-E006, Rev-0.

BHEL invites your offers for design, manufacture, inspection and testing at manufacturer's works, proper packing and delivery to site of **Lighting Fixtures, Lamps & Misc. items** as described in the various sections of the specification for **2X660 MW UDANGUDI SUPERCRITICAL STPP project**.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07, in sealed cover for the below mentioned equipment/system.

Item Description – Lighting Fixtures, Lamps & Misc. items			
Sl. No.	Project	TECHNICAL SPECIFICATIONS	Delivery completion schedule
1	2X660 MW UDANGUDI SUPERCRITICAL SUPER THERMAL POWER PROJECT	PE-TS-435-558-E006, Rev-0	As per annexure –A to NIT

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 11:00 AM**. Part-I (techno-commercial) bids shall be opened **at 03:00 PM on due date**.

Note: 1. Detailed tender documents have been uploaded on following websites: -

<https://eprocurebhel.co.in>, <https://www.bhel.com/tenders>; <https://pem.bhel.com/Home.aspx>

Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

ENQUIRY TERMS AND CONDITIONS:

1. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

For detailed instructions, please refer GCC Rev 07- Instructions to Bidders.

2. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting: -**

<https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>

3. Bidders to note that following form the part of tender documents:

a. General Conditions of Contract (GCC) Rev 07 comprising of: Instructions to Bidders and General Commercial Terms & Conditions

Saumya Pandey /Dy. Mgr/PG I
PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
Phone: +91-120-4213543

Regd. Office
BHEL House Siri Fort
New Delhi-110049

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- b. Technical Specifications
 - c. Technical PQR
 - d. Special Conditions of Contract (SCC Rev. 0) of Project.
 - e. Enquiry terms & conditions (NIT) with Annexure-A
4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.
 5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
 6. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
 7. Unsolicited fresh/revised bids shall not be entertained.
 8. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
 9. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
 10. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
 11. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

Ms. Saumya Pandey Dy. Mgr, PG-I E-mail: saumyapandey@bhel.in Ph. +91-120-4213543 Mob: 7587571128	Mr. G C Thakur DGM, PG-I E-Mail: gcthakur@bhel.in Ph. No. +91-120- 4368519; Mob: 9971056243
M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA	

12. Evaluation shall be done on Total Cost to BHEL basis excluding GST and supervision of E&C charges.
13. The Evaluation Currency for this tender shall be INR.
14. As per Cl. No. 19.2 of Instruction to Bidders of GCC, Rev. 07. Package is not divisible in nature.

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15. Integrity Pact : Integrity pact is applicable for subject package.

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

I. Shri Arun Chandra Verma, IPS (Retd.) - acverma1@gmail.com

II. Shri Virendra Bahadur Singh, IPS (Retd.) - vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno- commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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

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

16. **Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -**

For subject tender only Class I local suppliers are eligible to bid (in line with clause no. 3 (a) of MII circular no P-45021/2/2017-PP (BE-II) Dtd-16-09-2020, as there is sufficient Local Capacity & Local Competition. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT". For this procurement, Public Procurement (Preference to Make in India), Order 2017 dt. 15/06/2017, 28/05/2018, 29/05/2019 & 04/06/2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

17. Bidder to note that this is a conditional Open tender enquiry subject to following conditions:-

- a. Meeting of Technical and Financial PQR
- b. Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
- c. Approval of vendor from end Customer (TANGEDCO) shall be taken up by BHEL-PEM with customer. Bidders who are not approved from end customer should furnish the credentials (brief company profile, latest PO list, 3-4 latest similar POs with performance certificates) along with their bid.

18. Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and E-mail Id etc. In case the same is found not available, BHEL has the right to reject such document from evaluation.

19. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. issued on 23.07.2020 (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause

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of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III) shall be furnished by bidders along with bid documents.

20. CIF is not available for this package.

21. PVC is not applicable.

22. Overall (%) variation in contract values (due to changes in the scope) shall be Cl. No. 6.0 of GCC, Rev. 07.

23. Payment terms :

For Main Supply : Payment terms shall be as per cl . no. 9.2 of GCC Rev-07.
Five percent (5%) - 5% payment shall be released after submission of all the final documents for the package (as per Annexure-IX(A) of GCC Rev. 07), duly certified by Engineering Department of Purchaser.

For Supervision of E&C : 100% payment shall be released after successful completion of the activity on Site certification.

For Mandatory Spares : As per Cl. no. 9.1 of GCC Rev. 07

24. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.

25. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only (www.pem.bhel.com, www.bhel.com & <https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.

26. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e- Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.

27. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".

28. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection REMOTELY.

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29. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
30. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
31. **Performance Bank Guarantee:** Successful bidder shall submit performance security @5% of Total Ex-Works prices of order required for execution of the contract as per Cl. No. 11.0 of GCC rev-07, inline with guarantee term of NIT. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT /contract, from the bills along with due interest.
32. All other terms and conditions of SCC of project, NIT & GCC (Rev 07) shall be applicable for the subject package.
33. Bidders who are participating in this tender please note that GeM seller ID is mandatory before placement of order.
34. **Evaluation Conditions: (Reverse Auction)** -BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. "Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders" of GCC Rev 07".
35. Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -
- Acceptance of BHEL-PEM GCC (Rev.-07)
 - Acceptance of Special Conditions of Contract (SCC Rev. 01) for the project.
 - Technical & Commercial Deviations, if any along with Cost of withdrawal in Annexure-II of GCC Rev 07.
 - Technical Pre-Qualifying Requirement (PQR).
 - Financial Pre-Qualifying Requirement (PQR).
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
 - Un-Priced price format duly filled in 'Quoted" or 'Q' in each column/row.
 - Filled Format of Certification reg. Local content

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.



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Thanking You

❖ Please note all correspondence from BHEL-PEM before part – I opening, shall also be part of NIT.
Yours faithfully,
For and on behalf of BHEL-PEM

Saumya Pandey
(DY MANAGER/PG-I/BHEL-PEM)

Enclosures:

1. Technical Specification No. **PE-TS-435-558-E006, Rev-0**
2. Technical PQR
3. Delivery completion cum Drawings/documents submission Schedule (Annexure –A)
4. Unpriced format (Annexure-I)
5. Unpriced Deviation schedule (Annexure-II)
6. Format of Certification Reg. Local content
7. Format for model certificate
8. SCC Rev0

DELIVERY/ DOCUMENT SUBMISSION SCHEDULE

ANNEXURE-A

Lighting Fixtures, Lamps & Misc. Items : 2x660 MW Udangudi Supercritical STPP
Ref. Enquiry No.: PE/PG/UDN/E-6916/2021 dated 23.03.2022

Sl. No.	BHEL Drawing No	Drawing Title	Primary/ Secondary	Drq Sch for Vendors	Standard Delivery Terms for Supply Portion	Scope of Services, (if any, as per Indent) and corresponding schedule for rendering the services
1	PE-V0-435-558-E101	OGA of equipments such as fixture, SBs, JBs, Receptacles, free standing ladder, Emergency exit sign, wheel mounted ladder, ceiling fans, ELU, etc.	Primary	R-0 within 28 days from date of purchase order & subsequent revisions within 10 days of comments received from BHEL.	<p>For Lot-1: Within 4 months from the approval of last applicable primary drawing/document for the released items in lot-1, subjected to drawing/document submission/re-submission schedule as stipulated, delay in initial submission (if any) of last submitted applicable primary drawing/document and/or delay in re-submissions of last applicable approved primary drawing/document (with reduction of overlapping period) shall be reduced from delivery period of four months.</p> <p>Delivery of subsequent lots: within 4 months from approval of last applicable primary drawing/document (of items released first time in present lot only) or lot clearance by BHEL, whichever is later. This is subjected to drawing/document submission/re-submission schedule as stipulated, delay in initial submission (if any) of last submitted applicable primary drawing/document and/or delay in re-submissions of last applicable approved primary drawing/document (with reduction of overlapping period) shall be reduced from delivery period of four months.</p> <p>Mandatory Spares : Within four (04) months from the date of BHEL manufacturing clearance. Separate dispatch / manufacturing clearance shall be issued for mandatory spares.</p>	<p>Demonstration at site by vendor:</p> <p>Vendor to depute its service engineer for respective site activity within 15 days from BHEL's intimation (for deputing service engineer) for such site activity.</p> <p>For delay in deputing service engineer, LD on site activities portion shall be applicable @ ½% of the total site activities portion contract value (excluding element of taxes) per week or part thereof, with applicable GST. However, total LD (supply + site activities) shall be limited to 10% of cumulative total contract value excluding taxes and freight (supply + site activities).</p>
2	PE-V0-435-558-E102	Datasheet of lamps, CFL, Fluorescent tube, PVC coated conduit	Primary			
3	PE-V0-435-558-E901	MQP FOR LUMINARIES	Primary			
4	PE-V0-435-558-E905	MQP FOR MISCELLANEOUS ITEMS	Primary			
5	PE-V0-435-558-E201	Lighting design Calculation	Secondary	Within 3 weeks from the date of BHEL input drawing & re-submission within 15 days of BHEL comments.		
6	PE-V0-435-558-E301	Lighting Layout	Secondary			
7	PE-V0-435-558-E401	Conduit Layout	Secondary	Within 15 days from the approval of respective LLOs & re-submission within 15 days of BHEL comments.		
8	PE-V0-435-558-E103	MOUNTING ARRANGEMENT OF BULK HEAD FIXTURE	Secondary	Along with respective OGA		
9	PE-V0-435-558-E104	TYPE TEST REPORTS FOR LIGHTING FIXTURES	Secondary	Within 2 months from PO/ within 1 week of type test conductance (as applicable)		
10	PE-V0-435-558-E105	FIELD QUALITY PLAN OF LIGHTING FIXTURES	Secondary	Within 3 months from PO		
11	PE-V0-435-558-E106	MOUNTING ARRANGEMENT drgs.	Secondary	Along with respective OGA		

GENERAL NOTES FOR DELIVERY:

- The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.
- Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group.
- In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents.

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<On Letter head of Company>

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - DECLARATION REGARDING LAND BORDER

Reference: **Ref. Enquiry No.: PE/PG/UDN/E-6916/2021 dated 23.03.2022**

Name of Package: **Lighting Fixtures, Lamps & Misc. Items**

Dear Sir,

This has reference to:-

1. Our Offer for Supply of **Lighting Fixtures, Lamps & Misc. Items** for **2X660 MW UDANGUDI SUPERCRITICAL STPP** against NIC Tender No. PE/PG/UDN/E-6916/2021 dated 23.03.2022.
2. Order dated 23.07.2020 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that **M/s**, is not from such a country and is eligible to be considered.

Thanking you,

Yours truly

..... ((highest competent authority
at your end (i.e. Owner, partner, CMD, Director
etc.))

..... (firm name)

Ref. Enquiry No.: PE/PG/UDN/E-6916/2021 dated 23.03.2022

Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: **Enquiry No.: PE/PG/UDN/E-6916/2021 dated 23.03.2022**

Name of Package: **Lighting Fixtures, Lamps & Misc. Items**

Dear Sir,

We hereby certify that items offered by us **Lighting Fixtures, Lamps & Misc. Items** for **2X660 MW UDANGUDI SUPERCRITICAL STPP** meets the requirement of minimum local content in line with NIT and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20.

Local content of the items being offered is %age

We further confirm that details of location at which the local value addition is made will be our registered works at
..... (complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)

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.


साय्या पाण्डेय / Saumya Pandey
City Manager (G-9)
शक्ति भारती इलेक्ट्रिकल्स लिमिटेड / Shakti Heavy Electricals Ltd
पावर सेक्टर-परियोजना अभियंता/प्रबन्धक
Power Sector-Project Engineering Management
पिनकोड/पता: एम आर डी 1 & ई एन कॉम्प्लेक्स
PINDI Bldg, H.R.D.1 & E.N. Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
Plot No. 25, Sec. 16 A, Noida - 201301

For & On behalf of the Principal
(Office Seal)

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

Place _____

Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____