

TENDER SPECIFICATION
BHEL/PSSR/USTPP/SCT&P/SCT/128

through GeM Portal

FOR

**Hiring of 200 nos. skilled manpower for NDCT
Civil and Mechanical works at BHEL site,
2X660 MW Udangudi Super Thermal Power
Project, Kallamozhi, Tiruchendur,
Tuticorin Dt-628206, Tamilnadu**



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

BHEL site office, 2X660 MW Udangudi STPP,
Kallamozhi, Tiruchendur-628206

ADDITIONAL TERMS AND CONDITIONS (ATC)

BID Specific - Additional Terms and Conditions (ATC)

Ref: BHEL/PSSR/USTPP/SCT&P/SCT/128

Date: 27.09.2024

1.0 Scope of work:

The bidder shall provide 200 skilled manpower for NDCT Civil and mechanical works at BHEL site, 2X660 MW Udangudi Super Thermal Power Project, Kallamozhi, Tiruchendur, Tuticorin Dt-628206 as instructed by BHEL officials.:

S.No	Man power resource type	Nos.	Work nature
1	Skilled	200	NDCT Civil and mechanical works at BHEL site (Carpenter, Bar bender, Welders, Fitters, Plumbers and others as intimated by BHEL during execution)

Man power requirement and work nature mentioned above is tentative and actual requirement shall be communicated by BHEL after work order placement/ during execution. Incase of any change in manpower requirement, the same shall be communicated to bidder in 7 days advance.

(a) Manpower accommodation & Transportation:

Contractor shall make his own arrangements for accommodation with necessary facilities etc. for his workmen and the staff outside the project premises. Also, the contractor has to make his own arrangement for transportation of his workmen and other employees. BHEL/client shall not provide any facility in this regard.

The contractor shall establish field office at site for co-ordination with BHEL/GECPL. The contractor shall make his own arrangements for field office and stores for accommodating necessary equipment, tools room for execution of the work. Only open space will be provided by BHEL / GECPL, free of charges within the project premises as per the availability of space.

(b) T&Ps and Consumables:

BHEL shall not provide any T&Ps and Consumables, all the T&Ps and consumables required shall be provided by M/s Indwell.

(c) Responsibilities with regard to labour employment and statutory compliance etc.

1. Contractor shall also comply with the requirements of local authority's/ project authorities calling for police verification of antecedents of the workmen, staff etc.

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2. BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / customer.

3. It is the responsibility of the contractor to arrange gate pass for all his employees, T&Ps etc. for entering the project premises. Necessary coordination with BHEL officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the BHEL for making gate passes. Where permitted, by BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours.

4. Contractor shall comply with all the statutory requirement as may be applicable.

(d) Safety:

The Contractor Shall abide by the rules and regulations existing during the contract period as applicable for the contractors at the Project premises. The contractor shall take all necessary safety precautions and arrange for appropriate appliances and/or as per direction of BHEL or its authorised person to prevent loss of human lives, injuries to men engaged and damage to property and environment. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

Necessary PPE's like Helmet, Goggles, Gloves, Shoes will be provided by GECPL at site. Height permit shall be arranged by contractor after passing necessary physical and medical tests of BHEL safety team

(e) Delivery / Completion of Work:

- Deployment of manpower is to be done within 07 Days of intimation by BHEL PSSR Udangudi site for mobilisation of manpower. 200 Nos of manpower mentioned is maximum count. Vendor to deploy the manpower, category and quantity wise, as intimated by BHEL Engineer.
- The tentative Duration of manpower deployment is 180 Days from the start of work. However the Hire duration can be reduced or extended as per discretion of BHEL.
- Date of Start of Work shall be reckoned as recorded in Jointly signed MoM during start of work.
- Completion of work: BHEL shall inform the vendor on completion of works for de-mobilization of manpower.

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2.0 PRE-QUALIFICATION REQUIREMENT:

A Technical PQR	<p>The following PQR furnished in indent shall be incorporated in the tender.</p> <p>1. The Bidder must have executed at least, One single order (Including taxes) of Rs. 216 Lakh. OR Two orders (Including taxes) each of Rs 162 Lakh. OR Three orders (Including taxes) each of Rs 135 Lakh. for similar service(s) in last Seven years to any Central/ State Govt Organization / PSU / Universities/ Public Listed Company/ Private Limited Company. Copies of contracts/ works orders and documentary evidence of successful execution/ completion in support of Past Experience of Similar Services along with Experience/ Performance Certificate and names, address & contact details of clients shall be uploaded with the bid for verification by the Buyer.</p> <p>2. “Similar Job/ service” refers to “Providing of Manpower Services – Skilled/Semi-skilled/Unskilled”.</p>	
B. Financial PQR	B-1	Turnover: Bidders must have achieved an average annual financial turnover (Audited) of Rs 134.76 Lakh or more over last three Financial years (FY) from immediate four previous FYs i.e., 2021-22, 2022-23, 2023-24
	B-2	Not applicable
	B-3	Not applicable
	B-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect as per Annexure 1
C. Others		<p>1. The Bidder should have his firm/ himself registered for extending EPF and ESIC facilities. Documentary proof to be submitted.</p> <p>2. The Bidder should have his firm/ himself registered with unique PAN and GST Registration Numbers. Copy of PAN card & GST registration certificate shall be submitted</p>
D. Integrity Pact & Details of Independent External Monitor (IEM)		Applicable

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Note: Price Bids of only those bidders shall be opened, who stand qualified after compliance of Pre-Qualification Requirement Criteria A to C.

Explanatory Notes for the PQR (unless otherwise specified in the PQR):

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against B-1 above along with all annexures.
2. In case audited financial statements have not been submitted for all the three years as indicated against B-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
3. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
4. B-2: - NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for B-1 above.
Net worth = Paid up share capital + reserves (Net worth is required to be evaluated in case of companies).
5. B-3:- PROFIT: PROFIT shall be PBT earned during any one year of last three financial years as in 'B-1' above.
6. Copy of PAN card & GST registration certificate (if applicable) shall be submitted.
7. Work orders and supporting work experience certificates from the Clients shall be submitted in support of Technical PQR.

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3.0 PREFERENCE TO MSEs, START-UP AND SHG

MSE Exemption for Years of Experience and Turnover	Yes; Full Exemption for Prior Turnover & Prior Experience
Start-up Exemption for Years of Experience and Turnover	Yes; Full Exemption for Prior Turnover & Prior Experience
MSE Purchase Preference	Yes

4.0 **PRICE BASIS:**

Within the validity or any extension of contract thereof, "Service Charge" shall remain firm (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Refer Bid specific SLA Clause 1.2 in this regard. No Price Variation Compensation (PVC) / Over Run Compensation (ORC) shall be payable.

5.0 **PAYMENT TERMS:**

- 5.1 No advance payment shall be admissible in any circumstances.
- 5.2 Bills complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 30 days from submission of certified bills. Payment will be made based on the actual count of manpower present at site and certified by GECPL/BHEL on monthly basis and upon obtaining statutory clearance certificate from third party as per instruction of BHEL.
- 5.3 Vendors are permitted to submit two RA bills each month. The first RA bill, covering the work period from the 1st to the 15th of the current month, can be submitted from the 16th onwards. The second RA bill, covering the work from the 16th to the 30th/31st (month end), can be submitted during the first week of the following month.
- 5.4 From second month onwards payment will be made only on submission of proof of payment to the deployed manpower, proof of ESI, PF remittance by the contractor. No Payment will be paid for absentees. Necessary OT after actual working/Holiday working hours will be paid as per applicable minimum wages at site.
- 5.5 Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- 5.6 The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.

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- 5.7 No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 5.8 While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 5.9 While claiming the payment, the contractor must certify on the bill that the employers' contribution towards EPF incl. EPS, has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.
- 5.10 Consignee & Billing address as given below:

General Manager
BHEL site office, 2X660 MW Udangudi STPP,
Kallamozhi, Tiruchendur-628206,
Tuticorin Dt, Tamilnadu

BHEL GST no.: 33AAACB4146P2ZL

6.0 TAXES & DUTIES:

- 6.1 To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL. Contractor's price/rates shall be inclusive of GST (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a service contract the GST rate shall be @ 18%, as applicable presently.
- 6.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- 6.3 GSTIN of BHEL will be provided to the Contractor along with the work order.
- 6.4 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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- 6.5 Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
- 6.6 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- 6.7 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 6.8 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to BHEL.
- 6.9 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
- 6.10 In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

7.0 PENALTIES AND FINE: Additional Penalties and fine are detailed below-

- 7.1 **“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.**

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/

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operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims:

- (i) *In the event of **death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)***
- (ii) *In the event of **other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)***

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."

7.2 The Contractor SHALL Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.

7.3 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

7.4 **DELAY IN DISBURSEMENT OF MONTHLY WAGES:** Service provider agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail {as mentioned in SLA). Similarly, the Service provider shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/salary payments by Service provider to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines (Taxes extra) for an amount equivalent to the 0.5% of the delayed payment for each day delay in payment of wages/salary but not exceeding 10% of the delayed amount. BHEL decision in this regard shall be final & binding in this regard.

Further, apart from the foregoing, the Service provider will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Service provider in complying with the provisions of Labour Laws as required to be complied with from time to time.

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7.5 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Service provider to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Service provider either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Service provider shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Service provider in any of the Units of BHEL located in any part of India.

8.0 Bidders under “WATCH LIST” category on GeM on day of submission of Part-I committee recommendations are proposed to be excluded from Selection Process i.e. techno-commercially disqualification as there is possibility that watch listed bidder may get converted into “suspended” category on later stage/during tender finalisation process and then, BHEL may have to start the entire process of re-tendering.

9.0 **EARNEST MONEY DEPOSIT** : Not applicable. Bidders to submit bid security declaration as per Annexure.

10.0 SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:

5% of work order value shall be the security deposit amount and bidder shall submit the same before commencement of work. Security deposit shall be submitted may be submitted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act).
- ii) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- vi) Insurance Surety Bonds

In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate+4%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest

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11.0 LIQUIDATED DAMAGES/PENALTY FOR DELAY IN SUPPLY:

No LD shall be levied if required numbers of manpower (category and quantity wise) are deployed by vendor as per intimation by BHEL Engineer. LD shall be 0.5% per week or part thereof the total value (excluding taxes) of undelivered portion of the work subject to a maximum of 10% of the total work order value (excluding taxes)

12.0 Wages Payment Structure:

MINIMUM WAGES (Tamilnadu w.e.f 01.04.2024)		
Sl.No	Description	Skilled Wages for FY 2024-25
1.1	Minimum Wages Per Day (Basic)	273.50
1.2	Minimum Wages Per Month	8205.00
1.3	Dearness Allowance Per Month	7496.00
2	Monthly Wages + DA	15701.00
3	ESI 3.25% of Basic + VDA	510.28
4	EPF @ 13% of (Basic + VDA)	2041.13
5	Retrenchment Benefit @ 4.11%	645.31
6	Leave Salary 1/20 Days i.e 5 %	785.05
7	Bonus @ 8.33% of Basic+ DA	1307.89
8	Total Cost /Person	20990.67
9	Monthly Amount for 200 skilled Worker	Rs 41,98,134 /-
10	Total Amount for 200 Skilled Worker for 6 Months (S.No.9 X 2)	Rs 2,51,88,804 /-

Note:

- All the above rates indicative & excl. GST. % **Service charge is to be quoted by bidders on Total Amount in Sl. No 10.**
- Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.
- Since this is a service the GST rate of 18%, as applicable presently, will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.

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ANNEXURE-1

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Specification No:

I/We,

_____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place:

Date:

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ANNEXURE – 2

DECLARATION

Date: _____

To:

Address: BHEL , _____

email : _____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members ("Family" shall mean: (a). parent , (b). husband/wife (c). sons/daughters (including adopted children) and their spouse ,(d). full blood siblings (brothers & sisters from common parents) and their spouse) that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

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ANNEXURE – 3

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)'

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

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ANNEXURE – 4

BID SECURITY DECLARATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : BID SECURITY DECLARATION

Ref : 1) NIT/Tender Specification No:

2) All other pertinent issues till date

We hereby accept that if we withdraw our offer /modify /change / alter / impair /derogate the offer on our own after Opening of Tender or within the subsistence of the validity period of offer or fail to accept the Letter of Intent/Award issued by BHEL or if we are awarded the contract and we fail to sign the contract, or to submit the Bid bond and/or Security Deposit before the deadline defined in the Tender Document or if we furnish forged/bogus certificates, we will be suspended from being eligible to submit Bids for Contracts with BHEL-PSSR/ BHEL, for a period as per extant BHEL guidelines.

We also agree that unilateral revision or withdrawal of offer by us as mentioned above shall also result in rejection of bid/our offer without Notice.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY NAME

DATE

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NOTICE INVITING TENDER

ANNEXURE - 7

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 BHEL/PSSR/USTPP/SCT&P/SCT/128 - Hiring of 200 nos. skilled manpower for NDCT Civil and Mechanical works at BHEL site, 2X660 MW Udangudi Super Thermal Power Project, Kallamozhi, Tiruchendur, Tuticorin Dt-628206, Tamilnadu (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.

Handwritten signature

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NOTICE INVITING TENDER

- 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.

Handwritten signature

NOTICE INVITING TENDER

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.

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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 Subcontractors 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.

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- 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 IE Ms.
- 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.

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- 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.

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For & On behalf of the Principal
CHELLAPANDIAN A.S.K.
AGM / BHEL-PSSR
(Office Seal)
2X660MW Udangudi STPP
Kallamozhi, Tiruchendur - 628206

Place: Tiruchendur

Date: 26.09.2024

Witness: *K. Mathiyalagan*

(Name & Address) R. MATHIYALAGAN

Sr. MANAGER / BHEL-PSSR
2X660MW Udangudi STPP
Kallamozhi, Tiruchendur - 628206

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

Place: _____

Date: _____

Witness: _____

(Name & Address) _____