

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.

AMIT
KUMAR

Digitally signed by AMIT KUMAR
DN: cn=AMIT KUMAR, o=HIGH PRESSURE BOILER PLANT TRUCKRAIPALLI,
2.5.4.0=AMIT KUMAR, email=amit.kumar@bhel.in, postalCode=620014,
sn=AMIT KUMAR,
serialNumber=AA115AD8D3D8C36F60795EBC0E12D8
5528BC2F23C8A7F0E8A131F6FAHE, cn=AMIT
KUMAR
Date: 2024.07.18 11:55:46 +05'30'

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: **Nitin Kumar**
(Name & Address) _____

Digitally signed by Nitin Kumar
DN: cn=Nitin Kumar, o=BHEL,
ou=PEM,
email=ntn.kumar@bhel.in, cn=N
Kumar
Date: 2024.07.18 11:55:46 +05'30'

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

Witness: _____
(Name & Address) _____

To be given on Letter head of Bidder

Ref:

Date:

To,

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

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

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 Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

To be given on Letter head of Bidder

Ref:

Date:

To,

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

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name)
for.....(Project Name) offered by M/s(bidder's name)
having its works/office at has local content of%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

Company Stamp

	NUCLEAR POWER CORPORATION OF INDIA LTD.	
	(A Government of India Enterprise)	
	<u>CHECKLIST & RECOMMENDATION FOR EVALUATION OF VENDORS</u>	
	PO No.	: CMM/ETM/00-40-11-0005/PO/48907 Dtd. 30.08.2021
	Project	: KAIGA-5&6
	Item/Package	: TURBINE ISLAND PACKAGE
	Name of Main Contractor	: BHEL, PEM NOIDA
	Address and contact details of Main Contractor	: Sector-16A, Film City Noida-201301, U.P Contact:- 01204368839
	Name of Sub-contractor/Vendor	:
	Address of Sub-contractor	:
	Items for which approval is sought	:
1.0	<u>General:</u>	
1.1)	Key Personnel contacted	:
	a) Senior Management	:
	b) Quality Co-ordinator	:
	c) Others (Production, Planning etc.)	:
	<u>FOLLOWING ARE TO BE COMMENTED</u>	
1.2)	Recognition details if any code Stamps like U1, U2, ASME N, NPI or certification Like ISO 9001, 14000 etc. (Verify the records)	:
1.3)	Floor space availability for present Activities/for future expansion	:
	a) Indoor	:
	b) Outdoor	:

1.4)	Level of House keeping (enclose documentary evidence as annexure-1.4)	:	
1.5)	Whether NPCIL jobs executed earlier (enclose documentary evidence as annexure-1.5)	:	
1.6)	Delivery Performance (Schedule vs Actual) (Verify records) (enclose documentary evidence as annexure-1.6)	:	
2.0	<u>Technical</u>		
2.1)	Quality Control		
	(a) Incoming Material Inspection	:	
	(b) Process Inspection	:	
	(c) Final Inspection	:	
2.2)	Plant & Machinery	:	
	(a) General Condition & Age	:	
	(b) Confirms to the details submitted in application	:	
2.3)	Calibration facilities (Also inform, whether the calibration facilities are 'Available in-house' or 'Outsourced'.)	:	
2.4)	Calibration records (enclose documentary evidence as annexure-2.4)	:	
2.5)	NDE Qualification records (Enclose list of qualified personnels in applicable NDE methods with NDE record as annexure-2.5.)	:	
2.6)	Is there a system of selecting/short listing Sub-vendors?	:	

2.7)	Availability of Testing facilities	:	
2.8)	Whether working of following are satisfactory?		
	(a) Production	:	
	(b) Quality control :	:	
2.9)	Understanding of scope of work	:	YES
2.9.1)	Understanding of technical requirement of Job	:	YES
2.10)	Availability and understanding of related standards.	:	
2.11)	Capacity of the Vendor to fabricate and inspect	:	
2.12)	Understanding of special Examination/ Testing (like ultrasonic Examination/ Helium Leak testing, Optical alignment testing etc.)	:	
2.13)	Availability of special facilities	:	
2.14)	Facilities/Machineries/testing equipment available in the shop floor to meet technical requirement of the job	:	
2.15)	Qualified and experience Manpower in the shop floor to execute the specified job	:	YES
3.0	<u>Quality System :</u>		
3.1)	If ISO certified, check the availability and accessibility of Quality system manual	:	
3.2)	Validity of ISO certification	:	
3.3)	Whether Quality Control plan and Procedures are prepared?	:	

3.4)	Whether organisation chart is available? (enclose documentary evidence as annexure-3.4)	:	
3.5)	What is the level of Quality Control in the organisation?	:	
3.6)	Whether working of following are Satisfactory? (enclose documentary evidence as annexure-3.6)		
	(a) Document control	:	
	(b) Process Control	:	
	(c) Non-conformances control	:	
3.7)	Whether Internal Quality Audits are carried out? (enclose documentary evidence as annexure-3.7)	:	
3.8)	Whether non-conformities during Internal Audits are recorded and disposed off following laid down procedure? (enclose documentary evidence as annexure-3.8)	:	

4.0 Assessment

4.1 Understanding and interpretation by vendor

Sl No	Area of Assessment	Observation	Remark
1	Scope of work	Good/Satisfactory/Unsatisfactory	
2	Related standard	Good/Satisfactory/Unsatisfactory	
3	Construction features	Good/Satisfactory/Unsatisfactory	
4	Functional Requirement	Good/Satisfactory/Unsatisfactory	

4.2 Capability of Vendor

Sl No	Area of Assessment	Observation	Remark
1	To design/develop	Good/Satisfactory/Unsatisfactory	
2	To fabricate	Good/Satisfactory/Unsatisfactory	
3	To inspect	Good/Satisfactory/Unsatisfactory	
4	Specify remark on the capability of vendor to execute the job	Good/Satisfactory/Unsatisfactory	

4.3 Comments if any w.r.t. delivery schedules:

4.4 Comments if any on quality of product:

5.0 Conclusion:

Signatures of Team Members.

Sl No	Name	Designation	Signature & Date
1			
2			
3			