



**Tender Document for One Year Rate Contract for Purchase of**  
**“Set of Metal Parts for 6531 KVA 3 Phase Frt. Loco Transformer”**

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**BHARAT HEAVY ELECTRICALS LIMITED JHANSI – 284120**

(A Govt. of India undertaking)

**Material Management**

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**Annexure-I**

**Pre- Qualification Criteria of Past Performance for bidders**

The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or Similar Category Products of quantity / value as detailed in (B) to the customers as detailed in (C). Bidder to submit the documents as detailed at (A) along with Techno-commercial Bid (Part I bid)

The bidder should have executed minimum two Orders of total quantity/value as defined in (A) in last five Financial years before the bid opening date. Supplies made in current FY will also be considered.

**(A) Bidder should submit the following documents as a proof of execution**

- 1) Copies of two or more Purchase Order, and
- 2) Copies of invoices (of same PO), and
- 3) Self-certification by bidder (**Annexure-II**) that, the supplies against the submitted PO and invoices PO have been executed by them successfully.
- 4) Credentials of Power Transformer Manufacturer (only when Option C-2 is opted)

**(B) Minimum quantity/ value**

**1) For Non MSE bidders:**

Qty. -20 Nos.

**For MSE bidders:**

Qty. - 14 Nos.

**(C) Should have supplied to any of the following manufacturers or organizations**

- 1) Central/ State Govt. Organization / PSU / Public Listed Company,  
Or
- 2) Any Manufacturer or Power Utility Company of 220 KV or above rating Power Transformers.  
Or
- 3) BHEL /ABB / Siemens / Mitsubishi Electric / Toshiba / TBEA / Alstom / Crompton Greaves / Bharat Bijlee / TELK / EMCO / T & R / Voltamp Trfr / Imp Power / Vijay Electrical / Technical Associates / Schneider Electric / Andrew Yule / Skipper Ltd./ High Volt,  
Or
- 4) ABB Limited/ ASTOR TRANSFORMER A.S/ Bemag Transformer, Inc. / Bowers Electricals Ltd. / Changzhou XD Transformer Co., Ltd. / DAIHEN Corporation / EFACEC Group/ GE Grid Solutions / Hammond Power Solutions, Inc. / Howard Industries, Inc./ Hyosung Heavy Industries/ Hyundai Electric & Energy Systems Co., Ltd. / Imefy Group/ JSHP Transformer / KONCAR Group / Mitsubishi Electric Corporation / Olsun Electrics Corporation/ Schneider Electric SA / SGB-SMIT Group / SGB-SMIT Power Matla / Shihlin Electric & Engineering Corporation / Siemens AG / SPX Transformer Solutions, Inc. / TBEA Co., Ltd. / Toshiba Energy Systems & Solutions Corporation / Wilson Power Solutions/ Wilson Transformer Company/ Winder Power Ltd.,

In case of C (2), vendor to submit credentials of Manufacturer of Power Transformer to whom they have supplied.

- (D) To qualify for the benefits of MSMED Vendors, vendors should submit 'UDYAM Registration Certificate' with date of UDYAM registration of Current or Previous Financial Year. In case of the Date of UDYAM Registration is older than Previous FY, vendor should submit Certificate endorsed by CA as per **Annexure-III (enclosed)**.**



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**Annexure-II**

**Self-Certification for PQR against**

**Enquiry No.** \_\_\_\_\_

It is certified that material against following Purchase Order (s) / Invoices has been supplied to following customers and successfully executed. This meets the **Past Performance Criteria: (PQR) indicated in NIT.**

PO No.	PO Date	Customer	Invoice No	Invoice Date	Supplied Qty.	Value
Total						

Date: \_\_\_\_\_

(Authorised Signature)

*Qm*



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**Annexure-III**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s ..... (hereinafter referred to as  
'company/') having its registered office at ..... is  
registered under MSMED Act 2006 as per following details:-

UDYAM Reg. No. - .....

UDYAM Reg. Date : .....,

Category: ..... (Micro/Small),

Major Activity: ..... (Manufacturing/Services).

Further verified from the Books of Accounts that the investment and turnover of the company  
as per the latest three financial statements as per MSMED Act 2006 is as follows:-

(Amount in Crores)

Financial Year	Investment in plant and machinery*	Turnover during the Year	Type of Financial Statements
			Audited/Provisional
			Audited/Provisional
			Audited/Provisional

\*Investment in plant and machinery (i.e. original cost excluding land and building and the items  
specified by the Ministry of Micro, Small and Medium Enterprises vide its notification No.S.O.2119 (E)  
dated June 26, 2020

(Strike off whichever is not applicable)

The above investment of Rs..... Crore and Turnover of Rs..... Crore is within  
permissible limit of Investment of Rs. .... Crore and Turnover of Rs..... Crore  
for ..... Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

,Or

The company has been graduated from its original category (Micro/ Small) (strike off which is not applicable)  
and the date of graduation of such enterprise from its original category is .....  
(dd/mm/yyyy) as notified vide S.O. No. 2119(E) published in the gazette notification dated 26.06.2020  
by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

UDIN -



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**Annexure-IV**

**TECHNO COMMERCIAL BID FOR ONE YEAR RATE CONTRACT**

**ENQUIRY NO. E2620061 (PART – I)**

QUOTATION NO \_\_\_\_\_ DATE \_\_\_\_\_

SUPPLIER'S NAME: \_\_\_\_\_

We have gone through all Special Remarks, Technical Specifications, “General Terms, and Conditions of Enquiry” and submitting offer as under:

Sl. no.	Particulars	Supplier's Confirmation
1-	Complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry. <b>Technical deviations, if any, are to be clearly brought out in offer itself.</b> <b>(Note: offers with technical deviations are liable for rejection)</b>	<input type="checkbox"/> Accepted
2-	Acceptance to all special remarks and General Terms & Condition (Rev. 03) of Enquiry available at:- <a href="https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf">https://jhs.bhel.com/apps/sip/enq_terms/enq_tems_current.pdf</a> <b>(Note: Read the terms &amp; condition carefully before quoting.)</b>	<input type="checkbox"/> Yes
3-	<b>Material Description:</b> <b>ITEM#01- Enquiry Qty.- 200 Set</b> SET OF METAL PARTS FOR 6531 KVA AS PER ATTACHED ANNEXURE REV 06 SL NO 1 TO 3 All Copper / Brass items to be ET (8 - 12 microns) unless specified else where	<input type="checkbox"/> Accepted
4-	Guarantee / Warrantee / Conformance / Test Certificate as specified in enquiry will be provided along with supply	<input type="checkbox"/> Yes
5-	<b>Taxes &amp; Duties :-</b> Extra as applicable & bidders to indicate following	<input type="checkbox"/> Accepted
6-	(a) <b>Tariff Head / HSN No.</b> (b) Applicable GST (mention NA if not applicable) : <input type="checkbox"/> IGST OR : <input type="checkbox"/> CGST & SGST Each	@ ..... % @ ..... %
7-	Acceptance to <b><u>Delivery Terms on F.O.R BHEL Jhansi as per clause 6(A)</u></b>	<input type="checkbox"/> Accepted
8-	Acceptance to <b><u>Pricing Terms as per clause 11</u></b>	<input type="checkbox"/> Yes
9-	PVC applicable as per Sl. No. 19 of Annexure-I	<input type="checkbox"/> Accepted
10-	Acceptance to <b><u>Price Validity</u></b> of 120 days from date of bid part-I opening.	<input type="checkbox"/> Yes
11-	<b>Inspection of Goods as per clause 16 (A to D)</b>	<input type="checkbox"/> Accepted
12-	Acceptance to LD / <b><u>Penalty for Delayed Performance (including Risk Purchase) as per clause 8( A to C)</u></b>	<input type="checkbox"/> Accepted
13-	Acceptance to <b><u>Payment Terms as per clause 15(A).</u></b> Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	<input type="checkbox"/> Accepted <input type="checkbox"/> 60 days <input checked="" type="checkbox"/> MSME



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Sl. no.	Particulars	Supplier's Confirmation
14-	Acceptance to <b>Warranty, Corresponding Repairs / Replacement of Goods, and Deductions as per clause 17(A)</b> . Bidders to issue a certificate to this effect.	<input type="checkbox"/> Accepted
15-	<b>Validity of RC:</b> R/C Enquiry be valid for ordering up to 12 months from the date of finalization of R/C. R/C may be extended for further 12 months for ordering on mutual consent. Quoted rates shall remain valid throughout the validity of R/C.	<input type="checkbox"/> Accepted
16-	Quantity of items given in enquiry is indicative only. It may vary in +/- 30%. This quantity and variation of +/-30% is for evaluation of RC. During execution of RC awarded to a vendor quantity of item may vary in any ratio but it shall be limited to total value calculated on the basis of quantity of item awarded to a vendor limited to +/- 30% of the value of RC.	<input type="checkbox"/> Accepted
17-	<b>Desired monthly capacity:</b> Desired monthly capacity reserved for BHEL Jhansi shall be 30 Sets / Month. Vendor may indicate the capacity committed for BHEL Jhansi.	<input type="checkbox"/> Accepted  ----- Set / Month
18-	<b>Delivery Period:</b> Individual POs of the Rate Contract shall be released as and when requirement arises. <b>Delivery period for first Lot shall be 6-8 Weeks from the date of issue of PO.</b> (Minimum qty. to be supplied in first lot shall be 50 Sets.) (Quoted delivery more than 16 weeks shall not be acceptable.)	<input type="checkbox"/> Accepted  -----Weeks
19-	<b>Delivery:</b> Delivery mentioned in enquiry is indicative only. Actual delivery will be as per delivery date given in PO/LOI.	<input type="checkbox"/> Accepted
20-	<b>PVC Clause</b> Suppliers have to quote rates on for BHEL Jhansi basis with PVC as under: Rate of Copper (Cu) is to be referred from IEEMA Circular for PVC Calculation.  <b>The price of Copper Wire Rod for the month of Oct-2022 (from IEEMA circular of October- 2022) has been taken as Base Rate of Copper (Cu) for this tender.</b>  <b>Base Rate of Copper (Cu) = ₹ 682.84 / Kg.</b>  For Each ₹ 1.00 / Kg. variation in the price of Copper wire Rod the Basic Price of quoted item shall vary as follows:- <b>For Enquiry Item 01: ₹ 1.00 : ₹ 90.00 / No.</b>  For PVC calculation final rate of copper wire rod (from IEEMA circular) shall be taken one month prior from PO delivery or Actual delivery whichever is lower.	

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Sl. no.	Particulars	Supplier's Confirmation
21-	<p><b>Quantity Distribution:</b> Due to large quantity requirement we may finalize rate contract on two sources for supply (distribution shall be 70% to L1 &amp; 30% to L2). Depending on the no. of techno-commercially acceptable offers received and acceptance of vendor on L1 rates, counter offer shall be sequentially given to L2, L3 and other vendors till we get required no. of vendors. Final ordering will be done on L1 rates.</p> <p>Actual ordering under rate contract shall be generally as per value allocated to the bidder. The loading will also be subject to factors like:</p> <p>(a) Suppliers delivery and quality performance during execution of the rate contract (b) Pendency of orders on the supplier and (c) Responsiveness in addressing post order completion issues at BHEL.</p> <p>In view of above factors the loading during execution of contract may vary with respect to allocated value.</p> <p>The breakup of the quantities can vary to any extent based on actual order booking with our customers and this shall be controlled by total value of the rate contract on the specific vendor.</p> <p><b>Note:</b> During execution, if the performance of the supplier is not up to the mark in respect of delivery / quality performance, BHEL reserves the right to either reduce loading or stop loading till execution of overdue orders. In such cases the balance allocated full or part quantity of the defaulting vendors may at the discretion of the BHEL Jhansi be re-distributed to other performing and willing vendors of the rate contract.</p>	<input type="checkbox"/> Accepted
22-	PO under R/C shall be placed sequentially as per our requirement. BHEL at its sole discretion can short close or cancel the R/C at any time.	<input type="checkbox"/> Accepted
23-	<p><b>% of Local content as per MII-2017 order.</b></p> <p>(Declaration for % of Local Content to be submitted along with offer in format attached herewith <u>Annexure-V</u>)</p>	<p>.....%</p> <p><input type="checkbox"/> Submitted</p>
24-	<p><b><u>In line with PPP-MII order - 2017:</u></b></p> <p>"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the 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.</p>	<input type="checkbox"/> Accepted
25-	<b>Blank price bid (Annexure-VI)</b> submitted along with Tender Document (Part-I of Tender).	<input type="checkbox"/> Submitted
26-	<b>Price Bid Annexure-VII</b> submitted as per attached price bid format only. (Part-II of Tender)	<input type="checkbox"/> Submitted
27-	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.	<input type="checkbox"/> Accepted

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28-	<p><b><u>Acceptance for finalization of Price bid part-II through on line dynamic bidding (Reverse Auction).</u></b></p> <p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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."</p>	<div><input type="checkbox"/> Accepted</div>																								
29-	<p><b><u>INTEGRITY PACT CLAUSE</u></b></p> <p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. 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.</p> <table><tr><th>Sl.</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td><a href="mailto:iem1@bhel.in">iem1@bhel.in</a></td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td><a href="mailto:iem2@bhel.in">iem2@bhel.in</a></td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td><a href="mailto:iem3@bhel.in">iem3@bhel.in</a></td></tr></table> <p>(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). <b>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.</b></p> <p>(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.</p> <p><b>Note:</b> 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 below: Details of contact person(s):</p> <table><tr><th>(1)</th><th>(2)</th></tr><tr><td>Name: Shravan Kumar</td><td>Name: Shishir Karkare</td></tr><tr><td>Dept.- Transformer Material Management</td><td>Dept.- Transformer Material Management</td></tr><tr><td>Address: Admin Building BHEL Jhansi</td><td>Address: Admin Building BHEL Jhansi</td></tr><tr><td>Phone: (LL/Mob.)- 051022770001-2372</td><td>Phone: (LL/Mob.)- 051022770001-2488</td></tr><tr><td>Email: <a href="mailto:shravan.kumar@bhel.in">shravan.kumar@bhel.in</a></td><td>Email: <a href="mailto:shishir.karkare@bhel.in">shishir.karkare@bhel.in</a></td></tr></table>	Sl.	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>	2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>	3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>	(1)	(2)	Name: Shravan Kumar	Name: Shishir Karkare	Dept.- Transformer Material Management	Dept.- Transformer Material Management	Address: Admin Building BHEL Jhansi	Address: Admin Building BHEL Jhansi	Phone: (LL/Mob.)- 051022770001-2372	Phone: (LL/Mob.)- 051022770001-2488	Email: <a href="mailto:shravan.kumar@bhel.in">shravan.kumar@bhel.in</a>	Email: <a href="mailto:shishir.karkare@bhel.in">shishir.karkare@bhel.in</a>	<div><input type="checkbox"/> Accepted</div>
Sl.	IEM	Email																								
1	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>																								
2	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>																								
3	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>																								
(1)	(2)																									
Name: Shravan Kumar	Name: Shishir Karkare																									
Dept.- Transformer Material Management	Dept.- Transformer Material Management																									
Address: Admin Building BHEL Jhansi	Address: Admin Building BHEL Jhansi																									
Phone: (LL/Mob.)- 051022770001-2372	Phone: (LL/Mob.)- 051022770001-2488																									
Email: <a href="mailto:shravan.kumar@bhel.in">shravan.kumar@bhel.in</a>	Email: <a href="mailto:shishir.karkare@bhel.in">shishir.karkare@bhel.in</a>																									



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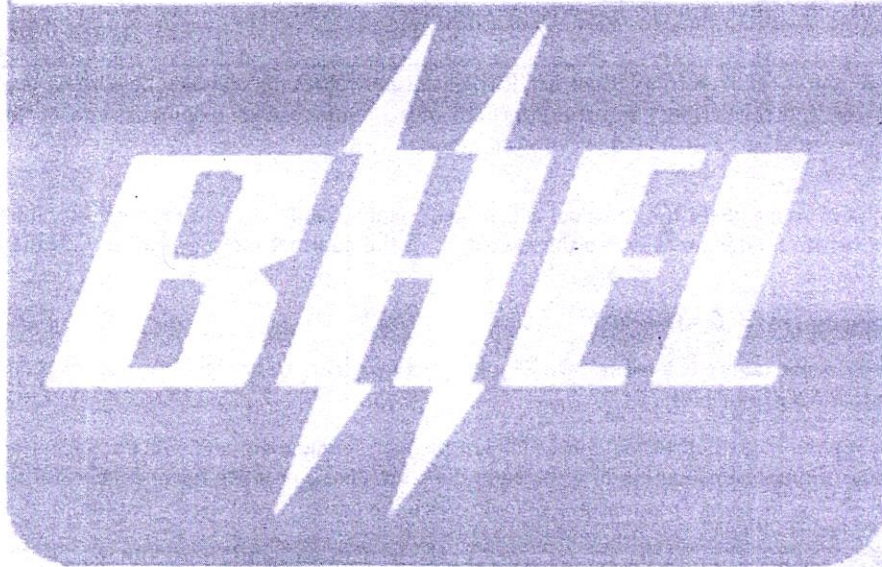
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Sl. no.	Particulars	Supplier's Confirmation
30-	To qualify for the benefits of MSMED Vendors, vendors should submit 'UDYAM Registration Certificate' with date of UDYAM registration of Current or Previous Financial Year. In case of the Date of UDYAM Registration is older than Previous FY, vendor should submit Certificate endorsed by CA as per <b>Annexure-III (enclosed)</b> .	<input type="checkbox"/> Accepted <input type="checkbox"/> Submitted
31-	The above terms and conditions shall be read in conjunction with BHEL's standard terms and conditions of Enquiry. Wherever difference in terms and conditions is there, the terms and conditions mentioned in this mandatory sheet shall prevail.	<input type="checkbox"/> Accepted
32-	In case of deviation in acceptance given on this sheet from anywhere in your offer, acceptance given in this mandatory sheet shall be treated as final.	<input type="checkbox"/> Accepted

*Qm*





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**(ANNEXURE-V)**

**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.



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- 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.

*Qm*



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**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.



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- 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.



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**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.

  
(SHRAWAN KUMAR)  
अभियन्ता (साठप्र०)  
Engineer (Material Management)  
बी० एच० ई० एल०, झंसी  
B.H.E.L., JHANSI

For & On behalf of the Principal  
(Office Seal)

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

Place Jhansi  
Date 20.11.2022

Witness:  
(Name & Address)

Witness:  
(Name & Address)



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**Annexure-VI**

To,

**Bharat Heavy Electricals Limited**  
**Khailar, Jhansi, U.P.-284120**

Subject: - Certification regarding local content

Reference: Tender enquiry NO.

Name of items: .....

Dear Sir,

We hereby certify that the quoted items offered by us against above Enquiry is having local content of .....

Further, to certify that the local content % 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 and we qualify as (Class-I/Class- II/Non-Local supplier — fill in one which is applicable) local supplier.

We further confirm that details of location at which the local value addition is made will be at.....

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Regards.



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**Annexure-VII**

**Validate** **Print** **Help**

**Item Wise BoQ**

Tender Inviting Authority: DGM-TMM

Name of Work: One Year Rate Contract for Supply of "SET OF METAL PARTS FOR 6531 KVA AS PER ATTACHED ANNEXURE REV 06 SL NO 1 TO 3  
All Copper / Brass items to be ET (8 - 12 microns) unless specified else where"

Contract No: E2820061

Name of the Bidder/ Bidding Firm / Company :										
BLANK PRICE BID FORMAT										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. Per Set	GST (If applicable in Percentage)	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	12	7	8	11	12	13
1.01	SET OF METAL PARTS FOR 6531 KVA AS PER ATTACHED ANNEXURE REV 06 SL NO 1 TO 3 All Copper / Brass items to be ET (8 - 12 microns) unless specified else where		200.00	Set	INR	Quoted		0.000	0.000	INR Zero Only

**Above Rates are quoted in ₹ / Set**

Name & Signature of Authorized Signatory and Company Seal: .....