

TALCHER THERMAL POWER PROJECT STAGE-III (2 X 660 MW)

TECHNICAL SPECIFICATION FOR MS ROD FOR BELOW GROUND EARTHING

SPECIFICATION NO.: PE-TS-497-509-E001 REV. - 00



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA – 201301**



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MS ROD FOR BELOW GROUND EARTHING**

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STAGE-III (2 X 660 MW)**

SPECIFICATION NO.
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REV NO.: 00 DATE: **17.12.2022**

SHEET : 2

STANDARD TECHNICAL REQUIREMENTS



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SPECIFICATION NO. PE-TS-497-509-E001	
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1.0 INTENT OF THE SPECIFICATION

1.1 This specification covers the design, manufacture, inspection & testing, packing at manufacturer's works and delivery to site of **MS ROD FOR BELOW GROUND EARTHING**.

1.2 The intent of specification is not to specify all details of design & construction of material. The material shall, however, conform in all aspects to high standard of design, engineering and workmanship and be capable of performing in continuous operation upto & after bidder's guarantee period in manner acceptable to purchaser who will interpret the drawings & specification and shall have power to reject any work or material which in his judgement is not in full accordance with this specification.

2.0 CODES & STANDARDS

2.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.

2.2 Applicable Standards (Latest amendment to be referred): -

- a) **IS 2062, Grade E250 Sub-Quality A:** Hot Rolled Low, Medium and High Tensile Structural Steel.
- b) **ASTM A 510M Grade SAE 1010/1018/1020:** Standard Specification for general requirements of wire rods and coarse round wire, carbon steel.
- c) **IS 1875, Designation 15C8:** Carbon Steel Billets, Blooms, Slabs and bars for forging – Specification.

3.0 TECHNICAL REQUIREMENTS

3.1 Straight lengths of MS rods of standard diameter of **40 mm in minimum length of 9 m** shall be supplied.

3.2 All finished MS rods for Below Ground Earthing shall be free from sharp edges, corners, burs & unevenness.

3.3 Bidder to supply order quantity indicated in the Technical Specification. Overall tolerance on total dispatched quantity shall be restricted to $\pm 3\%$ in line with IS 2062.

4.0 QUALITY / INSPECTION

4.1 The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of this specification.

4.2 The tests shall be in accordance with relevant Indian/American standards. The extent of the tests to be performed by the supplier shall include but not be limited to the following: -

a) Routine Tests:

(i) Tests for Chemical Composition

(ii) Test for Mechanical Properties.

Necessary Test Certificates shall be submitted to BHEL for review before actual dispatch of material.

5.0 PACKING

The material shall be packed to ensure protection against damage during transit, storage for prolonged periods and handling.



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SHEET : 4

SCOPE matrix for MS ROD

Sr.no	Activities	Manufacturer	Bidder/ Associate	Remarks
1.	Source of Supply	Material is to be dispatched directly from the place of manufacturer (works / storage yard) of MS Rod to the project sites without any transshipment.	-----	Consignors Name & address on dispatch documents shall be of manufacturer from where the material is dispatched.
2.	Testing/Inspection			
3.	Guarantee/Warranty			
4.	Transportation			

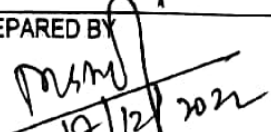


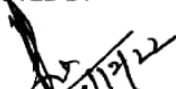
Bidder to furnish duly filled in signed & stamped copy of scope matrix for broad activities

	TALCHER THERMAL POWER PROJECT STAGE-III (2X660 MW) EPC PACKAGE PRE-QUALIFICATION REQUIREMENTS FOR MS ROD	PQR NO. PE-PQ-497-509-E001
		REVISION NO.00 DATE 17.12.2022
		SHEET NO. 1 OF 1

SCOPE: Supply : YES; Erection & Commissioning : NO;	
1	Vendor should have in-house manufacturing facility of MS rod / bar greater than 30mm dia (as per IS: 2062 Grade designation E250 quality A or as per ASTM A 510M Grade No. 1010 (SAE No.1010)/1018 (SAE No.1018)/1020 (SAE No.1020) or as per IS 1875 designation 15CB class 1A.
2	Vendor should be a manufacturer of MS Rod / Bar. In case bidder is not the manufacturer, their offer shall be evaluated as per Note no. 1 of PQR.
3	Vendor should have capability of manufacturing MS Rod /Bar of about 500 MT per month.
4	Vendor should have in-house capability to carry out all applicable tests as per relevant standards.
5	Manufactured & supplied at least 350 MT of MS rod in one or more orders and at least 100 MT in a single order.
6	Minimum two (2) nos. purchase orders for MS rod be submitted which should not be more than five (5) years old from date of techno-commercial bid opening for establishing continuity in business.

NOTES-

1. In case Bidder is authorised dealers/ authorised Stockist, then credentials of MS Rod / bar manufacturer (OEM) can also be considered for meeting PQR points 1 to 5 except for PQR criteria at Sl. No.6 for which bidder's credentials shall be evaluated. Bidder to furnish the authorisation letter from the OEM along with the scope matrix (supply, logistics, testing, inspection, etc) along with the offer. For scope matrix technical specification shall be referred to. Bidder to note arrangement of the bidding w.r.t OEM, once offered to BHEL as part of bidding documents cannot be changed till the completion of execution of the project.
2. SAIL/RINL need not furnish documents in support of above PQR criteria.
3. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
5. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
6. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PREPARED BY  NAME: MANOJ KUMAR MEENA DESIGNATION: MGR	CHECKED BY  NAME: ANKUR ARORA DESIGNATION: MGR	REVIEWED BY  NAME: SANDEEP LODH DESIGNATION: Sr. DGM	APPROVED BY  NAME: DEBAJISA RATH DESIGNATION: DH- ELECTRICAL
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PROJECT GROUP - III
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
BHARAT HEAVY ELECTRICALS LIMITED

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00

2X660 MW NTPC TALCHER TPP STAGE III (EPC) (Job No. 497)

These Conditions shall be read and construed along with the latest applicable (i.e. BoI or BoP) General Conditions of Contract (GCC) enclosed with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC.

SL. NO.	TITLE	DESCRIPTION
1.	Project Name	2x660 MW NTPC TALCHER TPP STAGE III (EPC)
2.	Nature of Project & Type of Bidding	Mega Power Project Competitive Bidding
3.	Customer Order Ref No.	CS-4540-001A-2-FC-NOA-7227 dated 27.09.2022 for Supply Contract CS-4540-001A-2-SC-NOA-7228 dated 27.09.2022 for Service Contract
4.	BHEL's Customer	NTPC
5.	NTPC Talcher GST No.	21AAACN0255D1ZA
6.	Customer Consultants	No Consultant
7.	Consignee Address (Bill To)	FOR SUPPLY PACKAGES: BHEL, Power Sector - Project Engineering Management, Power Project Engineering Institute (PPEI Building), HRDI & ESI Complex, Plot No. 25, Sector-16A, Noida-201301, Gautam Buddh Nagar, Uttar Pradesh. BHEL-PEM GSTIN: 09AAACB4146P2ZC FOR TURNKEY PACKAGES: (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR) Construction Manager, BHEL Site Office, 2x660 MW TALCHER TPP STAGE III P.O. – TALCHER DISTT. – ANGUL, ODISHA - 759101 BHEL-PSWR GSTIN - 21AAACB4146P1ZR
8.	Delivery Address (Ship To) / BHEL Site Office Address	Construction Manager, BHEL Site Office, 2x660 MW TALCHER TPP STAGE III P.O. – TALCHER DISTT. – ANGUL, ODISHA - 759101
9.	Location of Plant	The site is located near TALCHER Town in ANGUL District of ODISHA having latitude 20°55' North and longitude 85°25' East. The site is approachable from Banarpal-Talchar section of National Highway No. 23 at a distance of about 1 KM from Anand Bazar. Nearest railway station is at Talcher on Talcher-Cuttack section of North Eastern Railway at about 4 Kms. The nearest commercial airport is Bhubaneswar at about 90 Km by road.

BHEL, Power Sector – Project Engineering Management
PPEI Building, Plot No. 25, Sector – 16A, Noida – 201301
Gautam Buddh Nagar, Uttar Pradesh

Regd. Office:
BHEL House Siri Fort
New Delhi – 110049

M. K. Singh
22/10/2022



PROJECT GROUP - III
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
BHARAT HEAVY ELECTRICALS LIMITED

10.	Mode of Dispatch	<p>For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis.</p> <p>For imported supplies: On C&F basis. Transit Insurance will be in BHEL Scope.</p>
11.	BHEL GSTIN Details	<p>For supply packages: BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC</p> <p>For Turnkey packages: BHEL-PSWR GSTIN 21AAACB4146P1ZR</p>
12.	Transit Insurance	<p>In BHEL Scope.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none">(i) Policy No.(ii) Consignee Name.(iii) Consignment Details (items with their weights and value (in INR).(iv) Project Name and P.O. No.(v) LR No. and date, Dispatch origin and destination details, Invoice No. <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.</p>
13.	Dispatch Intimation	<p>Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to:</p> <ul style="list-style-type: none">- BHEL Site office (address as mentioned at Sl. No. 9)- BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)- BHEL PSWR Nagpur (For PO Issued by BHEL PSWR)
14.	Document required for Vendor's Payment	<p>For claiming the payment, documents as mentioned in applicable GCC shall be submitted by vendor to BHEL. For Turnkey packages, final list of documents required for admitting vendor bill shall be furnished by PSWR at the time issuance of Detail P.O.</p> <p>Packing List must comply to the applicable GCC. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p>
15.	Buyer and Paying Authority	<p>For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.</p> <p>For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSWR, 2x660 MW TALCHER TPP STAGE III. BHEL Site will be the paying Authority.</p>
16.	Demurrage Charges	<p>Demurrage charges shall be paid by supplier/ vendor only. No claim shall be acceptable to BHEL in this regard.</p>

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Handwritten signature and date
22/01/2022



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POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
BHARAT HEAVY ELECTRICALS LIMITED

17.	Unloading, Storage & Movement of material at site	<p>a) By BHEL site office for supply packages (where only supply is in vendor's scope). b) By vendors for Turnkey (where Supply and E&C is in vendor scope)</p> <p>Note: The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site shall sometimes may take 3-5 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited</p>
18.	Taxes & Duties (For Domestic Vendor)	As per applicable GCC.
19.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F Port-Chennai basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder and by BHEL-PSWR for the orders placed by PSWR.
20.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <p>(a) Cat-I: Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA (b) Cat-II: Inspection shall be done by BHEL only. (c) Cat-III: Certificate of Compliance shall be furnished by Vendor.</p> <p>Note: Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>
21.	Inspection Procedure	<p>For Domestic supplies: As per applicable GCC Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection reports.</p> <p>For Foreign supplies: In case of Foreign supplies, if NTPC approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by BHEL PEM and then, sent to NTPC for clearance. Vendor to furnish photographs pertaining to packing of materials before despatch. The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p>
22.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p>For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish original MDCC to BHEL.</p> <p>For Cat- II & Cat-III Items, MDCC shall be issued by BHEL However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>

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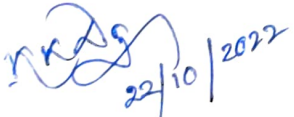
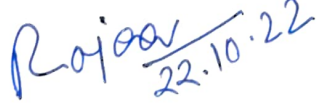

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23.	Construction Facilities to Vendor	Construction Power: Construction power shall be made available for Erection Work on Chargeable basis based on prevalent rate of DISCOM for 220kV drawl and type of connection used. Construction Water: Construction water shall be available at one point within the plant boundary on chargeable basis.
24.	Storage Infrastructure by Vendor	For Turnkey packages (Fuel Oil Handling and Storage System, Compressed Air System, Airconditioning System, Ventilation, DM Plant, Condensate Polishing Unit, Pretreatment Plant, Mill Reject System, Effluent Treatment Plant, Sewage Treatment Plant and Cooling Tower packages) (a) Vendor shall compulsory make covered storage shed of minimum size of 15 feet x 15 feet for storage of valuable Electrical/ Electronic items/ Instruments etc. (b) Vendor shall compulsory make office of size 10 feet x 10 feet for site Engineer/ Staff along with facility of Computer/ Laptop/ Printer for protocol preparation and submission to BHEL. (c) Alternately, vendor can provide container of suitable size for above purpose, i.e. (a) and (b).
25.	Safety Officer and Quality Engineer by Vendor	For Turnkey packages vendor shall deploy one number Safety Officer and one number Quality Engineer during total E&C period. Failure for above BHEL shall deploy it and appropriate charges shall be deducted from vendor due payments. HSE plan for site operation by vendor is available at following link: https://pem.bhel.com/Documents/GCC/HSE%20PLAN%20FOR%20TALCHER.pdf
26.	Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any)	No. of O&M Manuals As per applicable GCC/ Technical Specification/ Kick-off meeting. If not specified anywhere, Vendor to submit final approved O&M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.

	Prepared by	Checked & Reviewed by	Approved by
Name	Kingshuk Kumar Das	Rajeev Lalwani	Rajeev Tivari
Designation	Manager / PG-III	Sr. Manager / PG-III	AGM & DH / PG-III
Signature	 22/10/2022	 22.10.22	 22.10.22

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PPEI Building, Plot No. 25, Sector – 16A, Noida – 201301
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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.

 For & On behalf of the Principal
 (Office Seal)

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

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

- (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.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

(1)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____

(2)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____

Guidelines for Remote Inspection of PEM BOIs

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.