Scope of Enquiry

Item Name: Fan Guard Assembly along with Beams, Fasteners etc.

Projects: North Karanpura Unit-3

1. SCOPE OF ENQUIRY:

E-bids on GeM are invited from bidders for the supply of **Fan Guard Assembly along with Beams, Fasteners etc. for 3x660 MW North Karanpura Project Unit-3, Tandwa, Jharkhand** as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity	LOT Quantity	Date for Supply Completion
1	Material Code W97717001365 **Fan Guard Assembly along with Beams, Fasteners etc.** As per drawing no. HAC-NKP-J-T18	76 Set	76 Set	30/12/2023

2. EARNEST MONEY DEPOSIT (EMD):

All interested vendors must submit their e-bid along with the proof of submission of following Earnest Money Deposit (EMD) details in GeM portal along with offer EMD is applicable to all the bidders irrespective of PMD bidders/GeM provisions.

Details	Amount In INR	Type
EMD	INR 6,00,000/- (Six lakhs only)	Refundable

3.1: Modes of deposit: The EMD may be accepted only in the following forms:

(i) Electronic Fund Transfer credited in BHEL account (before tender opening).
(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
(iii) Fixed Deposit Receipt (FDR).
(iv) Bank Guarantee from any of the Scheduled Banks.
(v) Insurance Surety Bonds.
(vi) The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period as asked in NIT.

For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

3.2: Forfeiture of EMD:

a. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

b. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

Signature of supplier with seal

c. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period / latest by the 30th day after the award of the contract. Since it is a two-part bidding, bid securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.

d. Bid security/EMD of the successful bidder shall be returned only on conclusion of the order and receipt of a Performance Security/Performance Bank Guarantee of 10% of contract value (excluding taxes) from contractor / Supplier.

e. EMD/PBG/PS shall not carry any interest.

3. PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE:

Successful bidder to submit Performance Security/Performance Bank Guarantee of 10% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. The Performance Security/PBG shall not carry any interest.

3.1 Modes of deposit of PS/ PBG: Performance Security/Performance Bank Guarantee shall be furnished in the following forms:

I. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL.
II. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
III. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
IV. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
V. Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

4.2: Forfeiture of Performance Security/Performance Bank Guarantee:

The Performance Security/ Performance Bank Guarantee will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

Signature of supplier with seal

Annexure-B

Buyers Specific Additional Terms & Conditions in addition to GTC
Item Name: Fan Guard Assembly along with Beams, Fasteners etc.
Projects: North Karanpura Unit-3

Sl. No.	Terms	Description	Your confirmation
1.	**Eligibility of Bid**	M/s MAYA FAN AIR ENGINEERING PRIVATE LIMITED (CIN NO. U29303MP2005PTC017460) and M/s EKANA RENEWABLE ENERGY PRIVATE LIMITED (CIN NO. U40108MP2016PTC035241) are not eligible to bid in this tender.	
2.	**Confirmation to compliance of General terms and conditions on GeM 4.0 (Version 1.12)**	In addition to the terms & conditions mentioned in below table, General terms and conditions on GeM 4.0 (Version 1.12) or subsequent rules/policies issued by GeM shall be applicable against this enquiry. Kindly confirm same is acceptable to you.	
3.	**Documents Checklist:**	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD 2. Pre-Qualification Requirements (as defined in **Annexure-1**). 3. Any other document as specified in "**Buyers Specific Terms & Conditions"** Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.	
4.	**Pre-Qualification Requirements**	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
5.	**Special Instruction of Technical requirement**	1. Drawing No.-HAC-NKP-J-T18 are enclosed.	
		2. Fan Guard to be manufactured in line with the drawing No.-HAC-NKP-J-T18 (refer enclosed).	
		3. Primer and intermediate painting is to be done at vendor works. Final painting is to be done at site by BHEL.	
		4. All loose items mainly fasteners are to be dispatch separately in wooden box .	
		5. BOQ per set of the Fan Guard is mentioned in the assembly drawing HAC-NKP-J-T18.	
		6. Total quantities can be splitted. Kindly accept.	
		7. Guarantee shall be considered as 24 months from ordering or 18 months from supply completion whichever is later.	
6.	**Evaluation criteria**	Evaluation shall be done based on total landed cost up to BHEL Project site.	
7.	**Price basis**	Prices should be quoted on F.O.R. Destination basis including of freight, packing & forwarding charges, GST etc. Item to be supplied directly to 660 MW North Karanpura site.	

Signature of supplier with seal

		Bidder to Confirm that the prices will remain firm during the entire validity and execution of the Project.	
		Please note that transit insurance of material shall be in BHEL scope only. Please quote your offer accordingly.	
8.	**GST Rate**	Please mention here the applicable GST % rate included in the prices quoted by you.	
9.	**BID TO RA**	Opening of Price bid & RA shall be conducted for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL. To get maximum competition during RA, H-1 elimination criteria has been opted for RA. Please accept and quote accordingly.	
9.	**Delivery**	Material is required as per the schedule indicated in GeM Bid (i.e. start from 15 and completion by 30 days from the date of PO). You are requested to offer your best possible delivery in number of weeks/ months from the date of Purchase Order/documents approval. BHEL reserve right to reject offer of the bidders not meeting BHEL's delivery requirement.	
10.	**Engineering Document/ Document approval**	Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 07 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 07 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.	
11.	**MDCC clause**	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.	
12.	**Quality Requirements**	Testing and Certification as per ordering specifications, drawing and documents. Please confirm.	
13.	**Guarantee**	Kindly confirm that Guarantee would be provided for a period of **"24 months from ordering or 18 months from supply completion whichever is later".** Supplier shall be responsible for free replacement of defective equipment / material at our site.	
		Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.	
14.	**Sharing of Drawing:**	bid bidders shall submit endorsed copy of attached FCA to get soft copy of drawings @ manojy@bhel.in and clmeena@bhel.in and rkrahi@bhel.in	
15.	**Make in India & MSE Purchase Preference guidelines:**	Make in India circular Ref. No. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 and subsequent orders shall be applicable for this procurement and only Class-I local supplier & Class-II local suppliers shall	

Signature of supplier with seal

<table>
<tr><td></td><td></td><td>be eligible to bid in procurement. Purchase preference shall be given as per applicable Make in India guidelines and as per functionalities enabled on GeM portal.</td><td></td></tr>
<tr><td rowspan="2">16.</td><td rowspan="2">Packing</td><td>Each item must be tagged with same description & Qty. as in Vendor Packing List. Kindly confirm.</td><td></td></tr>
<tr><td>Please ensure proper and sturdy packing suitable for handling at site or during transportation up to site in healthy condition.</td><td></td></tr>
<tr><td rowspan="2">17.</td><td rowspan="2">Penalty / LD Clause</td><td>LD shall be as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.12).</td><td></td></tr>
<tr><td>The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.</td><td></td></tr>
<tr><td>18.</td><td>Payment Terms</td><td>The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) or confirmation of receipt of material at site as per the below details:
<table>
<tr><th>Type of Bidder</th><th>Payment Terms (Number of Days)</th></tr>
<tr><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr>
<tr><td>Medium Enterprises</td><td>60 days</td></tr>
<tr><td>Non MSME</td><td>90 days</td></tr>
</table>
Subject to submission of 8 sets of non-discrepant documents along with original MDCC & LR as per terms & conditions of GEM contract.</td><td></td></tr>
<tr><td>19.</td><td>Quantity Variation</td><td>BHEL reserves the right to change the quantity up to +/-75% or may drop complete quantity also.
BHEL also reserves the right to Increase or decrease the tendered quantities or quantity of individual material code may be dropped as a whole also.
Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.
Kindly confirm.</td><td></td></tr>
<tr><td>20.</td><td>Risk Purchase</td><td>In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law. Kindly confirm.</td><td></td></tr>
<tr><td>21.</td><td>Arbitration/ settlement of disputes clause</td><td>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substitutive law of India.</td><td></td></tr>
</table>

Signature of supplier with seal

<table>
<tr><td>22.</td><td>Breach of contract</td><td>In case bidder to fail to full-fil the contractual obligations as per contract, Performance Security/Performance Bank Guarantee available with BHEL against the contract value, the same be encashed by BHEL.

Further, legal remedies be pursued, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions/extant guidelines of BHEL. Please confirm.</td><td></td></tr>
<tr><td>23.</td><td>Performance Security/ Performance Bank Guarantee:</td><td>Successful bidder to submit Performance Security/Performance Bank Guarantee of 10% of the contract Value (Excluding Taxes). The Performance Security/PBG shall be submitted within 30 days of notification of the award of Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including Guarantee/warranty obligations.

PS/PBG shall be returned to the contractor without interest, after the contractor duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the Guarantee/ Warranty under the contract. The Performance Security/PBG shall not carry any interest. Please confirm.</td><td></td></tr>
<tr><td>24.</td><td>Action against Bidders / vendor / supplier / contractor in case of default</td><td>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”</td><td></td></tr>
<tr><td>25.</td><td>Integrity Pact</td><td>(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.

<table>
<tr><th>Sl</th><th>IEM</th><th>Email</th></tr>
<tr><td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr>
<tr><td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr>
<tr><td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr>
</table>

(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</td><td></td></tr>
</table>

Signature of supplier with seal

		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 Clarifications/issues shall be addressed directly to the tender issuing (procurement) department's officials whose details are mentioned below:* a) Mr. Rahul Kumar Rahi, Engineer (PPX-BOI) Email: rkrahi@bhel.in b) Mr. C L Meena, Manager (PPX-BOI) Email: clmeena@bhel.in c) Mr. Manoj Yadav, Sr. Manager (PPX-BOI) Email: manojy@bhel.in Ph: +91-1334-285773 Address: 4th Floor, Main Administrative Building, HEEP, BHEL, Haridwar- 249403, Uttarakhand, India	

SPECIAL NOTE FOR BIDDERS:

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be uploaded along with offer on GeM procurement portal.

1. **Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Terms & Conditions (Annexure-B)" and its clause wise supporting documents where required.**
2. **Please submit signed & stamped copy (each page) of PQR documents with proper filled information and related supporting documents as mentioned in PQR.**
3. **Please submit signed & stamped copy (each page) of FCA documents for obtaining BHEL drawing from BHEL for subject NIT with proper filled information and related supporting documents as mentioned in FCA.**
4. **Signed & Stamped copy of Standard Quality Plan (SQP) from bidder.**

Signature of supplier with seal

Pre-Qualification Requirements

S.No.	Requirement description	Vendor's confirmation
1 (a)	Bidder/Vendor should have Successfully manufactured and supplied: (i) Fan Guard of large size fans having minimum diameter of 18 feet Or (ii) Steel structure supplied for power plants/manufacturing plants etc.	
Following conditions to be fulfilled for the above:		
(i)	For clause 1/i) , Minimum 19 nos. fan guard to be supplied in 12 months.	
(ii)	For clause 1/ii) , Minimum 57 Ton of structure shall be supplied in 12 months.	
(iii)	Date of Supply for each order date shall be within 7 years from the date of enquiry.	
In support of the above Clause 1(a), Bidder/Vendor to submit following documents:		
(i)	Un-priced copy of Purchase Order.	
(ii)	Inspection documents /dispatch documents etc. of the reference POs duly signed and stamped.	
(iii)	Any Drawing /Document's clearly stating the item details, weight and quantity.	

Notes:

1. Against vendor's replies, BHEL reserves the right to ask for more information / documents/clarifications.

2. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria (mentioned above).

3. In case of information/data furnished by the vendor found false/incorrect, BHEL reserves the right to reject their offer for the above item.

Signature of supplier with seal

PRE QUALIFICATION REQUIREMENTS

1. (a) Bidder/Vendor should have Successfully manufactured and supplied:

   i) Fan Guard of large size fans having minimum diameter of 18 feet

   Or

   ii) Steel structure supplied for power plants/manufacturing plants etc.

Following conditions to be fulfilled for the above:

i) For clause 1/i) , Minimum 19 no's fan guard in 12 months.

ii) For clause 1/ii) , Minimum 57 Ton in 12 months

iii) Date of supply for each order should not be earlier to 7 years from the enquiry date.

(b) In support of the above Clause 1(a), Bidder/Vendor to submit following documents:

i) Un-priced copy of Purchase Order.

ii) Inspection documents or dispatch documents duly signed and stamped.

iii) Any Drawing /Document's clearly stating the item details and quantity.

14/11/2023

(Mukesh)

Manager/HXE

14/11/2023

(Deepak kr. Yadav)

Sr. Manager/HXE

(Naveen Prakash)

AGM/HXE

Annexure-1

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 _____ _____ _____. 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 Independent External Monitor(s), 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. He commits himself to observe the following principles during his 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

---	---
For & On behalf of the Principal	For & On behalf of the Bidder/ Contractor
(Office Seal)	(Office Seal)
Place----------	
Date----------	
Witness:_____	Witness:_____
(Name & Address) _____	(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: _____

Sample Format for Certification under preference to Make in India order

(To be provided from the Statutory Auditor or Cost Auditor of the Company (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies))

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s _____ (supplier name) are local supplier. The percentage of local content in the items_____ offered by us against Enquiry No._____ **is _____% (percentage).**

Details of location at which local value addition will be made is as follows:

_____

_____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Authorised Signatory.