

**From:** C.Venkat Rao <cvr@bhel.in>  
**Sent:** Tuesday, March 1, 2022 10:37 AM  
**To:** rakesh.singh@bhel.in; prawat@bhel.in; veejnas@bhel.in; kumar.alok@bhel.in; durairaj@bhel.in; vagrawal@bhel.in; grcraju@bhel.in; mnkumar@bhel.in; bvenkat@bhel.in; rameshkumarn@bhel.in; aknived@bhel.in; rbabu@bhel.in; kumarrakesh@bhel.in; sds@bhel.in; ashuani@bhel.in; manishdayal@bhel.in; virender.gupta@bhel.in; bsandipan@bhel.in; prchiwarkar@bhel.in; reddy.ps@bhel.in; harishkumar@bhel.in; mandvi@bhel.in; minocha@bhel.in; krj@bhel.in; cvnathan@bhel.in; sunilhaldia@bhel.in  
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**Subject:** Circular No. 32 of 2021-22 dated 28.02.2022 - Implementation of Integrity Pact (IP) in BHEL - reg  
**Attachments:** Circular No. 32 of 2021-22 for IP Implmentation in BHEL - reg.pdf

**(Circular No. 32 of 2021-22)**

Sir/ Madam,

Please find attached Circular No 32 of 2021-22 dated 28.02.2022 on “ Implementation of Integrity Pact (IP) in BHEL- reg.”

The same is also uploaded on SS&P page of Corporate Office Intranet.

<http://intranet.bhel.in/DEPARTMENTS/com/ssp/SiteAssets/ssphome.aspx>

*Thanks and Regards,*

*C Venkat Rao  
GM / S S & P  
Corporate Office, BHEL,  
New Delhi*

**CAPEX AND SS&P  
SOURCING STRATEGY & POLICY**

Ref: AA:SSP:IP  
Dt: 28/02/2022

**Circular No. 32 of 2021-22**

**Sub: Implementation of Integrity Pact (IP) in BHEL- reg.**

Integrity Pact (IP) was implemented in BHEL w.e.f 19-02-2009 for all major tenders/ contracts above a certain threshold limit. Standard Operating Procedure (SOP) for adoption of Integrity Pact issued by CVC vide Circular No.02/01/2017 dated 13-01-2017 has been reviewed by CVC and revised SOP has been formulated vide Circular No. 06/05/21 dated 03-06-2021. The instructions for implementation of Integrity Pact in BHEL which were issued from time to time have also been reviewed w.r.t new SOP and revised instructions for compliance are issued as given below. This supersedes all earlier instructions issued on the subject.

1. IP is applicable for all major tenders/ contracts (both under Purchase Policy and Works Policy) above a certain threshold limit (presently Rs 2 Crs and above)
2. The Integrity Pact (IP) duly revised in line with new SOP is also enclosed as Annexure-1
3. The Integrity Pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the person/ officials of both parties, not to resort to any corrupt practices in any aspect/ stage of the contract. Only those vendors/ bidders who commit themselves to such a Pact with BHEL, would be considered competent to participate in the bidding process. In other words, submitting duly signed IP would be a preliminary qualification.
4. This IP (pre-signed by the Purchase Officer) shall be issued as an "offer" alongwith the bidding documents and bidder shall return it along with techno-commercial bid (Part-I, in case of two/ three part bid), duly signed by their authorised signatory. The officer signing the PO/ WO/ Contract shall be the authorized official for signing the IP on behalf of BHEL. The IP signed by authorised signatory of both the parties (Bidder/ Vendor/ Contractor and BHEL) will form part of the purchase order/ work order/ contract.
5. IP is to be made part of NIT for which suitable alert/ lock should be incorporated in the system to make the system 'Fail safe', to avoid any lapses. Small units, where enquiries/ NITs are not generated through computer system, should incorporate suitable checks on applicability of IP in the NIT/ enquiry format itself.
6. Independent External Monitors (IEMs) are vital to the implementation of the IP. Integrity Pact (IP) clause, as specified in Annexure-2 and the details (Only the Name and email ids) of all IEMs on the panel shall invariably be made part of NIT.
7. Soft copy of only the relevant pages of NIT, cover page, IP clause, panel of IEMs with contact details (Name and email ids) shall be sent to the IEM(s) instead of the hard copy of entire set of tender documents. In case of any post award changes of contractual terms of the contract, the soft copy of the same should be communicated to the IEMs.
8. In case of any complaint arising out of 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.

9. Vendors should be familiarised with Integrity Pact and its implementation in BHEL during the vendor meets in units/ regions, to percolate principles of Integrity Pact and reinforce their belief in transparent, fair and equitable dealings by BHEL in its procurements.

10. **Independent External Monitor(s):** Section 8 of the IP envisages appointment of IEM(s) to oversee the compliance of obligations under the IP.

The Central Vigilance Commission shall nominate IEMs from the panel maintained by it. The IEMs nominated by the commission shall be appointed by CMD for a maximum period of 3 years. The appointment shall be made and regulated in line with applicable SOP/ Guidelines of CVC

The responsibilities and functions of the Monitor shall be in accordance with the relevant stipulations of the Integrity Pact.

Shri C. Venkat Rao, GM (SS&P), Corporate Office (Ph: +91-11-66337221; email: [cvr@bhel.in](mailto:cvr@bhel.in)) will be the Nodal Officer for necessary coordination.

11. Structured review meetings shall be held with the IEMs on quarterly basis during which summary of procurement/ contract awarded shall be shared with IEMs. The meetings of the IEMs with CMD, BHEL may be held on a half yearly basis to discuss/ review the information on tenders awarded during the preceding six months' period. CVO shall also be invited in all structured review meetings with IEMs.

Additional sittings, however, can be held as per requirement.

All the deliberations during the IEMs' meetings shall be minuted and in the next meeting, the IEMs should confirm the recorded minutes of the previous meeting.

12. Unit head shall be responsible for the implementation of IP in their respective unit. MM Head (or designated officer) of the unit shall be the focal point for the implementation of IP
13. Unit/ Region Heads are authorized for issuing any clarifications relating to the IP including minor modifications (incl. place of jurisdiction) without diluting the intent and spirit of the Pact.
14. A summary of procurement/ contract awarded, which are covered under the IP shall be provided to Corporate Office on quarterly basis for sharing with the IEMs.
15. The IEMs shall be paid per sitting a fees of Rs. 25, 000/- or fees payable to Independent Board Members, whichever is less. However, if the fee payable to Independent Board Members is less than Rs. 25,000/-, BHEL may, after due deliberation increase the fees payable to IEM, subject to the ceiling of Rs. 25,000/- per sitting.
- However, the maximum amount payable to IEMs in a calendar year shall not exceed Rs. 3,00, 000/- with respect to sitting fees. Expenses on travel and stay arrangement of IEMs shall be equal to that of Independent Board Member of BHEL.
16. In the event of any dispute between BHEL and the contractor relating to those contracts where Integrity Pact is applicable, 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. If required, BHEL may adopt any mediation rules for this purpose.


In case, the dispute remains unresolved even after mediation by the panel of IEMs, BHEL may take further action as per terms & conditions of the contract.

The fees for such meetings shall be same as fee payable to IEMs otherwise and in addition to the fees for the regular meeting of IEMs, to be held otherwise and over and above the ceiling of Rs. 3,00,000/- annually, to be calculated as per calendar year. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of the organization concerned. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

This should be widely circulated among all officers of the purchase/ contracting departments for implementation.

This will come into effect for all tenders (covered under Purchase Policy/ Works Policy) above threshold value (presently Rs. 2 Cr.) floated on or after 01-04-2022.

This is issued with the approval of competent authority.

  
23/02/2022  
GM & Head  
(CAPEX and SS&P)

Distribution:

- All Unit/Region Heads
  - All MM Heads of Units/Regions
  - GM (Corp. Fin)
  - GM (IA)
  - GM (SS&P)
  - SS&P page on Corporate Office intranet --- <http://intranet.bhel.in>
  - CVO
  - Directors - (Finance)/ (E,R&D)/ (HR)/ (IS&P)/ (Power)
  - SA to CMD
- } For kind information  
} For kind information of CMD

**\* Present Panel of IEMs**

<b>SI</b>	<b>IEM</b>	<b>Email</b>
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

**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 \_\_\_\_\_  
(1) GeM Bid Ref: GEM/2023/B/2961134 for procurement of Nickel against delivery "on intimation basis"

\_\_\_\_\_ (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.

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For & On behalf of the Principal  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness: Manoj Kumar Yadav  
(Name & Address) Mgr/ MM  
CFFP, BHEL Haridwar

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

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.)	<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>

- (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: \_\_\_\_\_