General Terms and Conditions of NIT:

1. Order of Precedence:

For any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
b. Notice Inviting Tender (NIT) and General Terms and Conditions of NIT
c. Technical Conditions of Contract (TCC)
d. GST Related Corrigendum to GCC Rev 06
e. General Conditions of Contract (GCC) Rev 06
f. Techno-Commercial Bid

In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL.

2. Integrity commitment, performance of the contract and punitive action thereof:

2.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

2.2 Commitment by Bidder/ Supplier/ Contractor:

2.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

2.2.2 The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

2.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

3. Bidder is requested to quote their best competitive prices. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

   Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

   The bidders have to necessarily submit online sealed bid less than or equal to their price bid already submitted to BHEL along with the offer (Through e-procurement portal). **The price bid (Through e-procurement portal) of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the-two bids (RA closing price & price through e-procurement portal) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to price bid (Through e-procurement portal) for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

Link for RA guidelines to be followed is: http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

4. Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation as per Annexure-II of GCC Rev 06, along with reasons for taking such deviations.

5. In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period.

6. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor.

7. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.

8. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

9. Applicable BGs should be in favour of **Bharat Heavy Electricals Limited, Power Sector Southern Region**. BG Format is as per Annexure IV of GCC Rev 06. L1 Vendor will be required to submit BGs as per GCC.

10. CGST/SGST/UGST/IGST shall be paid at actuals against documentary evidence.

11. **Conciliation Guidelines -** The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes

(which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure I and IA of this document.

Annexure I of this document, together with it's Formats (Annexure IA) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this NIT. The Purchaser/Contractor/Seller agrees that the Purchaser/Contractor/Seller may make any amendments or modifications to the provisions stipulated in Annexure IA of this document from time to time and confirms that it shall be bound by such amended or modified provisions of Annexure IA of this document with effect from the date as intimated by BHEL to it.

12. MSME/Start up: - Bidders to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PSSR is in the process of registering with RXIL(TReDS) Platform. Bidders are requested to get registered with RXIL(TReDS) platform to avail the facility as per GOI guidelines.

13. Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

14. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site http://www.bhel.com/vender_registration/vender.php.

15. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall become a part of the Order/Contract after its finalization

16. Tender submission through e-procurement portal- Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement Portal of M/s e Procurement Technologies are also listed below:

e-procurement service Provider details:
M/s e Procurement Technologies limited, Ahmedabad
B705. Wall Street II, Opp Orient Club, Near Gujrat college, Ellis Bridge, Ahmedabad,
PIN 380 006.

Please get in touch with our service provider at the earliest for required support. The contact details of the service provider are given below:

Name	Contact Nos.	e-mail ID	Role	Location
Mukunthan	+91 6353215001	Trichy.bhel@eptl.in	Support Executive	Trichy
Tej Singh	+91 6353215002	Bhopal.bhel@eptl.in	Support Executive	Bhopal
Sanjeev Kumar	+91 6353215003	Jhansi.bhel@eptl.in	Support Executive	Jhanshi
Gaurav Panwar	+91 6353215004	Haridwar.bhel@eptl.in	Support Executive	Haridwar
Mallikarjun	+91 6353215005	Bengaluru.bhel@eptl.in	Support Executive	Bangalore
Avinash Govu	+91 6353215007	Hyderabad.bhel@eptl.in	Support Executive	Hyderabad
Swapnil Hamilton	+91 7940270549	swapnil.h@eptl.in	Support Executive	HO – Ahmedabad
Hardik Oza	+91 7940270560	Hardik.oza@eptl.in	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 7940270590	ankur.bhatt@eptl.in	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 7940270545	prashant@eptl.in	Asst. Manager – Implement	HO – Ahmedabad

			ation & Support	
Dharam Rathod	+91 7940270596	dharam@eptl.in	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 7940270532	pradip@eptl.in	Sr Mgr – Implementation & Support	HO – Ahmedabad

17. Bidders shall upload their offers meeting the requirements of the tender documents. The following documents need to be uploaded on our e-procurement portal:

- Offer forwarding/ covering letter
- Acceptance of GCC Rev.06 & TCC of the project.
- Duly filled-in `No deviation certificate' as per prescribed format (Annexure-III of this document)
  - ➢ Important points- In case of any deviation, the same should be submitted separately for technical & commercial parts along with their cost of withdrawal, indicating respective clauses of tender against which deviation is taken by bidder. [Deviation sheet (cost of withdrawal) – Annexure –II of GCC Rev-06]
  - ➢ It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
- Duly filled in Techo Commercial Bid (Annexure II of this document)
- A copy of this NIT duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
- Un-Priced price schedule (format) duly filled in 'Quoted" or 'NA' in each column/row in e-procurement bidding form.
- Priced Copy- Price schedule in e-procurement bidding form only.
- NEFT Application Form as per Annexure VII of GCC Rev 06

18. Your best quotation/offer for the above requirement, in line with our terms and conditions, should be uploaded through e-procurement Portal. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Techno Commercial bids shall be opened at 14:30 hours on due date through e-procurement Portal.

19. PRICE DISCREPANCY

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.

e. Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.

20. TENDER CONDITIONS FOR MSE SUPPLIER:

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate (Format enclosed as per Annexure - IV) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application

a) Valid NISC certificate

b) Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)

c) Valid EM II certificate along with attested copy of CA certificate as per prescribed format Annexure -1V applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of Tender evaluation.

d) MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents Payment Terms:

e) Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

a. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

b. i. IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

A In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L-1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

B Total tendered quantity shall be divided as follows: In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions: i. MSEs Matches L-1 price. ii. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. iii. If no MSE matches the L-1 price, than entire order shall be awarded to L-1 bidder.

ii. IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST). In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

iii. IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST) 100% order will go to the L-1 bidder.

A In case of Proprietary MSE, proprietor(s) shall be SC/ST.

B In case of Partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

C In case of Private Limited Companies, at least 51% share shall be held by SC/ST. iii. Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.

iv. Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

v. Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.

a) In case of proprietary MSE, proprietor(s) shall be a Women.

b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.

c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preference are applicable, subject to the submission of applicable certificates (i.e. District Industries Centres OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises) Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc., In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of India from time to time. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening may not be considered for the current tender. Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender condition.

21. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

    In case more than one bidder happens to occupy the L1-status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1-bidder(s) or their representative(s).

    Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as per format given at Annexure-IA of this NIT is to be submitted (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial 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.

Details of IEM for this tender is furnished below:

Sl.No	IEM
01	Shri Arun Chandra Verma, IPS (Retd.)
02	Shri Virendra Bahadur Singh, IPS (Retd.)

Applicable NOTICE INVITING TENDER Tender No.: ENQ:19:PS:0005:PUR:47 DT:11-02-2020

b) Please refer section- 8 of the IP (refer as in Annexure-IA) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

1. Mrs. J. Hena Eben / DGM-Purchase,
   BHEL-PSSR, 690- Anna Salai, Nandanam, Chennai-35
   Ph: 044-28286874 hena@bhel.in
2. Mr. Sandipan Biswas, AGM/Purchase &SCT
   BHEL-PSSR, 690- Anna Salai, Nandanam, Chennai-35
   Ph: 044-28286757/ +91-8602001217 bsandipan@bhel.in

Annexure II

ENQ:19:PS:0005:PUR:47 DT:11-02-2020

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1	Comply to Supply the following Items as per Tender Terms & conditions	
	Supply and application of Anti-corrosive coating of Polyester glass flake (Minimum 1000 microns DFT) including grit blasting: On inner surface of Sea water pipelines and fittings of diameter more than 80 mm up to 1220 mm. Work will be carried out either at BHEL workshop inside NPCIL Kudankulam or at site on erected pipes – 22,000 square meters	
	Supply and application of Anti-corrosive coating of Polyester glass flake (Minimum 1000 microns DFT) including grit blasting: On inner surface of Sea water pipelines and fittings of diameter more than 1220 mm on site work on already erected pipes – 27,000 square meters	
	Supply and application of Anti-corrosive coating of Polyester glass flake (Minimum 1000 microns DFT) including grit blasting: On external surface of carbon steel pipelines, fittings, supports, structures, valves and equipments of Sea water system. Work will be carried out either at BHEL workshop inside NPCIL Kudankulam or at site on erected pipes – 3,000 square meters	
2	NO DEVIATION CERTIFICATE (to be attached with Letter Head)	
3	Whether falling under MSME category (Valid Certificate to be Attached)	

4	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
5	Comply to BHEL Payment Terms as per Tender	
6	Comply to Validity of Offer as per GCC Rev 06	
7	Experience details with Document Proof ie,. Previous POs, Invoices, Order completion certificates (same to be attached).	
8	Comply to Furnish Power of Attorney Document as per Tender	
9	GST Registration No & details (same to be attached)	
10	Authorized Contact Person Name, Mobile/ Phone Number etc	

Annexure III

ENQ:19:PS:0005:PUR:47 DT:11-02-2020

NO DEVIATION CERTFICATE

I………………………………………………………………………………

……………………………………..OF

M/s.

…………………………………………………………………………………

……………………….. HEREBY CERTIFY THAT THERE IS NO DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL OR COMMERCIAL AND I AM AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

Annexure- IV

ENQ:19:PS:0005:PUR:47 DT:11-02-2020

(Applicable only for MSE Suppliers)
Certificate by Chartered Accountant on letter head

This is to Certify that M/s____, (hereinafter referred to as 'company') having its registered office at ____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) ____ dtd:______________,

Category: _______________ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date_______________ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5,2006 :

Rs _____________ Lakhs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs _____________ Lakhs

(Strike off whichever is not applicable)

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

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is............ (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

Name (Signature)
Membership number Seal of Chartered Accountant

Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr .... , whose signature given below herewith to be true and lawful Attorney of M/s... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai-35 in connection with ....
....
.... vide Tender Specification No : ________________________, dated ______________.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at ______________, this ______ day of ____________

Director / CMD / Partner / Proprietor

Signature of Mr...........(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

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 Supply and Application of Anti-Corrosive Polyester Glass Flake Coating including Grit Blasting on Sea Water Pipelines in Unit 3 & 4 of 2x1000MWe Kudankulam Nuclear Power Project.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)

Shri

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

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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.

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

संदीपन बिस्वास
SANDIPAN BISWAS
अपर महाप्रबंधक - उप संविदा एवं क्रय
Addl. General Manager - Sub Contracting & Purchase
Bharat Heavy Electricals Limited
Power Sector - Southern Region
690, Anna Salai, Nandanam,
Chennai - 600 035.

Place- Chennai

Date- 11/02/2020

Witness:____________________	Witness:____________________
(Name & Address) ___________	(Name & Address) ___________
____________________________	____________________________