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Bharat Heavy Electricals Limited

**BID DOCUMENT**

**FOR**

**INVITING TENDER FROM M/s EdCIL (INDIA) LIMITED  
FOR ON-LINE ASSESSMENT EXAMINATION SERVICES FOR  
RECRUITMENT IN  
BHARAT HEAVY ELECTRICALS LIMITED (BHEL)**

**NIT/Tender Enquiry No. AA:HR: PSG:ET:01 DATED: 25.03.2019**

**BHARAT HEAVY ELECTRICALS LIMITED  
PEOPLE STRATEGY GROUP (CORPORATE OFFICE)  
BHEL HOUSE, SIRI FORT, NEW DELHI- 110049**



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Bharat Heavy Electricals Limited

DEPT: People Strategy

SECTION: HR

Phone 011-66337161

REF.TENDER ENQUIRY NO: AA:HR:PSG:ET:01 DATED: 25.03.2019

NOTICE INVITING TENDER

1. TENDER NUMBER : AA:HR:PSG:ET:01
2. NAME OF THE WORK : ON-LINE ASSESSMENT EXAMINATION SERVICES FOR RECRUITMENT IN BHEL
3. APPROXIMATE COST : Rs 10,00,00,000/-
4. WORK COMPLETION : As per the terms of Contract or 120 days from the date of issue of work order/ whichever is earlier
6. EARNEST MONEY DEPOSIT (EMD) : NIL\*  
\*Waived-off with Approval of Competent Authority.
8. LAST DATE AND TIME FOR SUBMISSION OF DULY FILLED TENDER DOCUMENT : BEFORE 3:00 PM ON 02.04.2019
9. PLACE OF SUBMISSION OF TENDER: Sealed Tender document should reach the below mentioned BHEL personnel.  
**Poly N C,  
AGM (People Strategy), BHEL, Corporate Office  
BHEL HOUSE, SIRI FORT  
NEW DELHI- 110049**
10. DATE AND TIME FOR BID OPENING: At 3:30 PM ON 02.04.2019

**NOTE: The Tenderer/Bidder shall return the duly filled in Tender document after affixing signature on all pages.**



**BID DOCUMENT FOR SELECTION OF AGENCY TO CONDUCT COMPUTER BASED  
TEST FOR RECRUITMENT IN BHARAT HEAVY ELECTRICALS LIMITED (BHEL).**

**NIT/Tender Enquiry No. AA:HR: PSG:ET:01 DATED: 25.03.2019**

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*Yashit*



**SECTION- 1**  
**DETAILED NOTICE INVITING TENDER (DNIT)**

Bharat Heavy Electricals Limited (BHEL) invites tender from a reputed Company/Organization (hereinafter referred as Bidder) for selection of (Examination) Agency to provide complete solution for Online Assessment Examination Services for recruitment at various posts via Single Stage Bidding and two stage Opening.

The idea is that the agency shall provide complete end-to-end solution for online assessment examination services which shall be utilized for recruitment of manpower at various posts in BHEL. The Agency should provide the details of hardware/software systems setup, IT tools used, databases used, operating systems used, CCTV/Camera setup details, seating capacity per centres, spare capacity as stand by, proctoring staff, access control systems etc. which shall be offered for the purpose.

The project information and the broad scope of work are detailed below: -

Tender Details	Approximate Value	EMD Deposit
End-to-end solution for Online Assessment Examination services for recruitment in BHEL. For detailed Scope of Work, please refer to Section 3.	Rs 10,00,00,000 (Rupees Ten Crores Only)	NIL* Waived-off with Approval of Competent Authority.

**1. REQUEST FOR PROPOSAL**

Tender is invited from eligible, reputed and qualified CPSE with sound technical and financial capabilities for providing, implementing and maintaining end-to-end solution for Examination/Recruitment Process of BHEL as detailed out in the Scope of Work of this Bid Document.

**2. ELIGIBILITY CRITERIA**

- I. The bidder should participate as a single entity; no consortium or group companies will be allowed.
- II. The bidder should have a functional office at Delhi / NCR.
- III. The bidder should be a company registered (minimum 05 years old as on 31.03.2018) in India. The registered bidder should be operating in India for a minimum of 03 years with an objective of offering relevant online assessment examination services that are the subject matter of this tender.
- IV. The average turnover of the bidder should be minimum INR 50 crores (after



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tax) in each of during last 3 consecutive financial years. The turnover should be of the bidder and not of the group companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for 2015-16, 2016-17 and 2017-18. The bidder should submit certified copies of Company's Balance Sheet and Profit and Loss Account duly audited for last three financial years (2015-16, 2016-17, 2017-18).

- V. The bidder must have successfully executed at least 05 Computer Based Tests (CBTs) on all India basis in last three financial years for PSUs, Autonomous Bodies and State/Central Government Departments, out of which at least one project should be Conduct of Computer based Examination with capability of 1,00,000 or more candidates in single shift. The documentary evidence in form of satisfactory performance certificate must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation)
- VI. The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit copy of valid certificates of registration with these authorities.
- VII. The bidder must have the facility of primary and secondary data centre with Data Recovery (DR) site infrastructure for data Security. Both the Data Centres should be located in India in different seismic zones. The data centre must be Tier III and ISO certified. Data Centre should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be certified as per Government of India guidelines. Self-Declaration by the Bidder in their letter head certifying the above mentioned condition with addresses of the DR site infrastructure along with copies of its certification should be enclosed by the Bidder.
- VIII. The bidder should not have been Black Listed by any Government or PSU on the day of bidding. The affidavit in this respect that their firm is not blacklisted as cited above shall be provided by the bidder along with the bid document.

### 3. RESPONSIBILITY AND BID SUBMISSION

- I. The Bidder shall submit Integrity Pact enclosed with this Bid Document as Annexure-VII along with Technical Bid.
- II. The Bidder shall be responsible for the implementation of the tender. The bidder shall be responsible for the service obligations.



- III. All documents submitted in the Bid shall be in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English Translation of the same duly attested by the Bidder & the translator to be true copy in addition to the relevant certificate. All documents should be duly attested/signed by the Bidder.

#### 4. OTHER CONDITIONS

- I. The Selected Bidder shall not subcontract the awarded contract. They should provide technical expertise on their own without being subcontracted through other sources.
- II. Any experience as a consortium partner will not be considered.
- III. The bidder shall be single point of contact with BHEL and shall be solely responsible for the execution and delivery of the work. The Bidder will provide complete end-to-end solution including examination delivery software.
- IV. The Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
- V. The Selected Bidder should ensure a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out.
- VI. Adequate emergency management plans towards any crisis situations/redundancy of servers, nodes additional centre locations, Candidates' data etc. should be maintained by the Selected Bidder.
- VII. The CBT software should meet the cyber security audit requirements as specified by MeitY, Government of India, i.e., audited and certified by Cert-In's empanelled agency.
- VIII. The Bidder should ensure that Computer Based Test software must have authorized and globally accepted certifications i.e. ISO-27001, ISO 20000, ISO 9001 and CMMi Level (Minimum 3).
- IX. The Bidder should ensure that the processes should have ISO/IEC 27001:2013 certification and should have authorized and globally



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accepted software certification, Capability Maturity Model Integration (CMMI) Level-3 or above certification.

- X. The Bidder should ensure availability of infrastructure in all the major cities/towns Pan-India with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- XI. The bidder shall ensure the maximum security of processes, infrastructure, servers, networks etc.
- XII. The bidder must ensure use of 256 bit AES encryption for Question paper transfer.
- XIII. The Selected Bidder must be able to conduct computer based examination in multidisciplinary / multiple subjects in Hindi and English language.
- XIV. The institution/ exam centre should be well connected with public transport and located at feasible distance from the nearest bus stand/railway station/metro station.
- XV. Once selected, the Selected Bidder should be capable of conducting Computer Based Test within a notice period as mutually decided, but not later than 75 days.
- XVI. The contract shall be on "End to End solution basis" and the Selected Bidder should have all relevant facilities and logistics available to execute the work. Please refer Section- 2 for detailed Scope of Work.
- XVII. The bidder should be able to support the entire web-based solution on a 24 x 7 basis with a minimum possible response time. Bidder shall provide an experienced team, exclusively deployed as one-point contact to liaise with BHEL.
- XVIII. At any time before the submission of bids, BHEL may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by the BHEL. **BHEL has right to cancel or modify the tender at any time without assigning any reason.**
- XIX. Even though bidders may satisfy the above requirements, they may be disqualified if they have:



- a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
- c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- d) If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam.

#### 5. SUBMISSION OF BIDS

- I. The **Technical Bid** envelop shall carry the duly filled questionnaire and Annexures I to V along with all necessary documentary evidences to substantiate the parameters indicated in questionnaire and Annexures I to V.
- II. The **Financial Bid** should contain only Price Bid as in Annexure VI. In case, the bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- III. All information required in the forms / Annexure enclosed should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable".

However, the bidder is cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.

- IV. The Tenders should be computer generated but there should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. The name and signature of bidder's authorized person should be recorded on each page of the application including the tender document. For this purpose, the authorised signatory should produce an authorization certificate duly



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signed by the Head of the Organization or a resolution adopted by the Board authorities to sign the documents on behalf of the organization. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.

Sealed Bids in compliance with above mentioned instructions shall be submitted on or before 3 PM on 02.04.2019 at the below mentioned address:

**Poly N C,  
AGM (People Strategy), BHEL, Corporate Office  
BHEL HOUSE, SIRI FORT  
NEW DELHI- 110049**

**6. FINANCIAL BID**

- a) The bidder shall indicate the prices/rates in the Price bid format (Annexure-VI).
- b) The bidder should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the BHEL.
- c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.
- d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates written in words will be considered.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

**7. EVALUATION OF BIDS**

**Technical Evaluation**

- a) Tender Committee shall evaluate Technical Bid to determine the eligibility of the Bidder.



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- b) Detailed technical evaluation shall be carried out by the committee along with other conditions in the tender document to determine the eligibility of the bidder.
- c) The Tender Committee may call the bidder for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for BHEL. However, the committee shall have sole discretion to call for discussion/presentation.

**8. OPENING OF TENDER BIDS** shall take at 3:30 PM on 02.04.2019 at the below mentioned address:

Meeting Room no. 02  
2<sup>nd</sup> Floor, Corporate Office  
BHEL House, Siri Fort  
New Delhi- 110049

Authorized representative of the Bidder can attend the tender opening event on the above mentioned time and date at the above mentioned address.

9. Tender Bids received after due date and time will not be accepted.
10. Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.
11. Any queries related to the bid document, if any, can be sent via mail to the following Officials at their E-mail Ids or address as mentioned below latest by 28.03.2019:

1. Shri. Poly NC  
AGM, People Strategy Group  
BHEL House, Siri Fort  
New Delhi- 110049  
Email Id: [ncp@bhel.in](mailto:ncp@bhel.in)

2. Smt. Rachna Shekhar  
DGM, People Strategy Group  
BHEL House, Siri Fort  
New Delhi- 110049  
Email id: [rachna@bhel.in](mailto:rachna@bhel.in)

**12. BID VALIDITY PERIOD/VALIDITY OF OFFER:** Offer shall be valid for 6 months from the date of opening of Bid.



**13. AWARD CRITERIA:**

Technical Bid of Bidder(s) will be evaluated by BHEL and Financial/Price Bid of only those Bidder(s) shall be considered, whose Technical Proposal is found acceptable on evaluation. Subsequently, Contract shall be awarded to the Successful Bidder who shall thereafter be referred as the Selected Bidder.

**14. RIGHT TO ACCEPT/REJECT ANY OR ALL PROPOSAL(S)**

BHEL reserves the right to accept or reject the proposal, and to annul the tendering process / service procurement process and reject the proposal at any time prior to award of contract without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for BHEL action.

**15. NOTIFICATION OF AWARD**

Prior to the expiration of the validity period, BHEL will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / service procurement process has not been completed within the stipulated period, BHEL may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract.



**SECTION- 2**  
**SCOPE OF WORK**

**1. OVERVIEW**

BHEL, established in 1964, is one of India's largest Engineering and Manufacturing enterprises in the energy and infrastructure sectors, and a leading power equipment manufacturer globally.

With a widespread network of 17 manufacturing plants, 2 repair units, 4 regional offices, 8 service centres, 1 subsidiary, 3 active joint ventures, 15 regional marketing centres, 3 overseas offices and current project execution at more than 150 project sites across India and abroad, BHEL has a rich manpower resource of approximately 36,000 Executive and Non-Executive employees. BHEL has been conducting Direct recruitment at various levels based on requirement of manpower.

In order to complete the recruitment activities in a time bound manner and to bring in further transparency and efficiency in the process, BHEL management has decided to shift to mode of examination to Computer-based Online Examination.

**2. OBJECTIVE**

This Tender establishes the fundamental requirement of end-to-end solution for Online Assessment Examination Services including Conduct and Processing for Various Examinations (Computer Based Test) of Bharat Heavy Electricals Limited (BHEL). For the same, BHEL intends to enter into a contractual relationship with a qualified respondent entity which is willing and able to meet the requirements of BHEL. The overall objective of the Online Assessment Examination Services is to provide a fair, secured, transparent and better end-to-end solution at a reduced cycle time and publish the results at the earliest possible time duration.

Bidder shall be solely responsible for ensuring compliance of all Government Statutory Regulations/Guidelines/Policies with regards to conduct of Computer Based Test (CBT).

**KEY INFORMATION:**

- i. The total number of candidates to be assessed during the contract period may be **two lacs tentatively**. However, actual number for each notification may vary depending on number of vacancies notified, disciplines etc.
- ii. Exam will be conducted in the major cities / towns in Pan-India.



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- iii. Exam will be conducted in one or more shifts per day over a specific duration of time.

**BASIC INFORMATION**

- i. BHEL invites responses ("Proposals") to this Bid Tender document from CPSE ("Bidder") for selection of "Service Provider".
- ii. Proposals must be received not later than the time, date at the venue mentioned in Section- 1 of this document. Proposals received after the deadline **WILL NOT BE CONSIDERED** in this service procurement process.
- iii. Bidder is advised to study the Bid Tender document carefully. Submission of response shall be deemed to have been done after careful study and examination of the Bid Tender document with full understanding of its implications and in case of any ambiguity the BHEL's clarification will be final.

**3. SCOPE OF WORK**

The Scope of Work with regard to Online Assessment Examination Services includes activities as listed under this section. The objective is to enter into a framework Agreement with the Selected Bidder to undertake on-line recruitment activity in BHEL. The Selected Bidder shall provide End to End solution to BHEL for the same.

**END-TO-END SOLUTION**

End-to-End Solution shall include following primary responsibilities/work of the Selected Bidder:

- a. Opening of ESCROW ACCOUNT for collection applications fees through online mode of receipt as per conditions specified in SECTION-4.
- b. Dedicated Web-Portal to enable online registration of Applicants.
- c. Soft copy of candidates, application master data having Name, Registration Number, Subject Name/Code, Centre/Venue Name, Photograph, Signature, One Time Registration (OTR) login ID of the finally admitted candidates.
- d. Appointment of Observer/ Inspection Staff or Officers (at least one person per venue).
- e. Allocation of Centres.
- f. Generation and downloading of Hall-Tickets/e-Admit Cards.
- g. Preparation of Question papers as per syllabus provided by BHEL.
- h. Conduct of Computer Based Test.
- i. Soft Copy of Centre Master having Centre No. and Centre Details.



- j. Complete candidates' response related data during the examinations, audit trail, biometric data and CCTV Footage of CBT.
- k. Objection Management
- l. Raw scores and merit lists
- m. Help desk facility
- n. SMS and e-mail facility

**DELIVERABLES FROM BHEL:**

**To enable smooth execution of above mentioned primary responsibilities/work of the Selected Bidder, following shall be provided by BHEL:**

- a. Recruitment Notice/ Advertisement.
- b. Syllabus and other relevant information for preparation of Question papers for each post.
- c. Format of Result.
- d. Normalisation rule wherever the examination is conducted in multiple sessions/shifts. It shall be provided to the Successful Bidder as and when the need arises.
- e. Business Rules for merit list generation.
- f. List of cities for Exam Centres.

**Entire end to end solution is further elaborated under different phases as below:**

➤ **PRE-EXAMINATION PHASE**

- I. The Selected Bidder is expected to prepare and share the examination plan and design the examination processes as follows:
  - a. Complete Security management processes
    - Physical Security
    - Information Security
    - Server Security
    - Network Security
  - b. Candidate handling process
    - Registration of Candidates through a dedicated web portal which shall allow candidates to upload soft copies of their required documents.
    - Provision of review and save as draft option to avoid multiple registration by candidates.
    - Providing payment gateway linked to ESCROW ACCOUNT for online submission of Examination fees
    - Scrutiny of candidates and generation of records including soft copy of candidates and their application master data.

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- Mapping of candidates details with Exam Centres
  - Validation and verification of identity
  - Attendance (Photograph) and biometric (like finger impression, image capturing etc.) handling as per the norms in force
  - Machine/seat allocation and handling of security parameters
  - Bulk/individualized SMS
  - Bulk/individualized emails
  - Helpdesk number for responding to queries in consultation with BHEL
  - Any other process relating to conduct of Examination.
- II. The Selected Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination.
- III. Examination Centre Administrator shall act as Examination Superintendent (ES). The Examination Superintendent appointed by the selected bidder, shall depute the Invigilators and Examination staff to supervise the examination proceedings.
- IV. The Selected Bidder shall provide Hardware and Software required at all stages of the examination.
- V. Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- VI. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Selected Bidder on lease/rent basis, whose cost would be covered under the commercial bid.
- VII. The Selected Bidder shall create question papers, moderation, translation and encryption. The question paper of every candidate should have randomized questions and Multiple Choice Question responses on the consoles at various test centres. The test engine should have capability to allow/disallow the revisiting of questions as per the requirement of BHEL.
- VIII. The selected bidder shall hire faculty or alumnus of IIT/IIM/ Reputed NITs/ Reputed Colleges for creating question papers based on syllabus provided by BHEL.
- IX. Decryption of the question papers at the specified time.



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- X. Selected Bidder will identify infrastructure of exam centres before bidding and accredit the same after ensuring necessary arrangement that exists as per standards defined in the tender. It must be clearly defined and ensure availability of exam centre on all the dates as per schedule of Computer Based Exam for full day and comply with all the standards set for Exam Centres in the tender. The selected bidder will also visit each of such accredited centres and plan to ensure necessary updation to meet defined standards.
- XI. The Selected Bidder shall identify required Exam Centres in each of the cities /Towns Pan-India ensuring that minimum 10% of the systems are additionally available as backup per shift i.e. If 100 systems are going to be used, the centre shall have 110 systems available per shift.
- XII. The Selected Bidder shall provide partition / cardboard canopy to each system to restrain candidates from copying / viewing the monitors of other candidates.
- XIII. The Selected Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centres.
- XIV. The Selected Bidder shall ensure that all Exam Centres have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.
- XV. The Selected Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power. The power backup of the UPS / power Generators shall have at least 5 hours to power back up support all the systems, server and CCTV and other electrical and electronic items involved in examination process
- XVI. The Selected Bidder shall ensure pre-check-up of Exam Centres for the following before conduct of CBT for smooth execution:
- Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
  - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
  - Working condition of UPS and Generator.
- XVII. The Selected Bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination centre.
- XVIII. The Selected Bidder shall provide a facility to candidates for static mock link



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for mock test within a mutually agreed timeline. The same facility should also be available online to be run through web server of the service provider. The mock test should be a replica of the examination.

XIX. The Selected Bidder shall provide help to candidates through a Help desk (telephone/email) ensuring service quality on 8 hours x 7days basis.

XX. The Selected Bidder shall host and manage the examination process through intranet based solution at Exam Centres.

XXI. The Selected Bidder shall ensure checking of original ID Proof and admit card of the candidates at the examination gate. Individual password shall be given to each candidate by the Selected Bidder at the examination centre after verification of the documents.

XXII. The Selected Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-a-vis the signature in the admit card. BHEL may depute Observers at any centre as per their discretion.

XXIII. The Selected Bidder shall ensure complete registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through pre-allotted seat/machine. The biometrics taken at this stage shall be used later on for authentication purposes.

XXIV. The Selected Bidder shall obtain the finger print and Photograph of the candidates and store the same in the database. These details may be handed over to the BHEL within 30 days from the day of examination.

### ➤ EXAMINATION PHASE

1) The Selected Bidder shall provide adequately trained manpower in each examination centre.

Each Exam Centre should have the following personnel, as described below, to be deployed by the Selected Bidder;

- i. Exam Centre Administrator
- ii. IT Manager
- iii. Invigilators
- iv. Support Staff
- v. Security Guards
- vi. Menial staff including electrician, peons/waterman etc.



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The above staff should be deputed by the selected bidder in appropriate number on the basis of size of the centre in terms of nodes for exam to ensure smooth conduct computer based test.

- 2) Verification of candidates and capturing finger prints, photographs etc. shall be started well ahead of examination at least one hour before.
- 3) All the candidates must be thoroughly physically frisked before they are allowed to enter the examination hall.
- 4) No candidates shall be allowed to carry any electronic items or any other materials except the Hall ticket.
- 5) No candidate shall be allowed to enter into the examination hall / lab without valid hall ticket.
- 6) Systems / nodes may be allotted to the candidates in a randomized manner. No candidate shall be allowed to choose the system /nodes.
- 7) The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- 8) Candidates should not be allowed to the examination centre / lab after the commencement of examination. No candidate is allowed to leave the examination hall till the closure of examination. Exceptions may be allowed in case of conditions such as medical emergency etc.
- 9) Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the questions.
- 10) Computer based exam software should support standard features such as time left, flag questions for review, navigation to unanswered questions etc. and prompt for submission.
- 11) The LAN set up shall be virus free and fire-walled. The terminals and the servers including the backups shall also be virus free.
- 12) Minimum Candidate System Pre-requisites

Screen Resolution	1024 X 768
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Operating System	Windows 7 or higher
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page'. Proxy disabled (Direct Internet) USB disabled, Keyboard disabled during exam after login

13) Minimum Exam Centre Server Prerequisites

Processor	CPU Speed: 1.5 GHz or above.
RAM	4 GB or higher
Screen resolution	1024 X 768
Operating system	Compatible for candidate's systems as clients, must meet the performance criteria
Performance Criteria	Must support all the clients of particular centre without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes.  Response time for question/page loading must be less than one second.  All responses to be acted upon in real time.

14) To host the test and manage the test delivery process, Computer systems and servers and LAN shall be suitable enough to handle the traffic in real time with proper backup and redundancy at each level.

15) Required number of servers (at least 2) for a centre must be provided by the Selected Bidder for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Selected Bidder.

16) The selected bidder shall display the schedule and instructions on the notice board of the institution/ exam centre at the reception area as well as outside the computer lab (examination hall).



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- 17) While exam will be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes for monitoring purposes. Each and Every time of transfer, complete data shall be sent in encrypted format.
- 18) The Selected Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- 19) The Selected Bidder shall provide adequate blank paper sheet/s and other required stationary to the candidates as per requirement following the instructions from BHEL from time to time.
- 20) The Selected Bidder shall have a contingency plan for Candidate management / Shifting in case of any emergency.
- 21) The Selected Bidder shall obtain candidate's feedback through online Feed Back Form after completion of CBT, which shall not be mandatory.
- 22) The Selected Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Selected Bidder in BHEL office at New Delhi. The data should be real time data generated from each Exam Centre during the examination.
- 23) At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Selected Bidder on secured channel from local server to Central server of the Selected Bidder within one Hour from each exam centre. The response data of test along with other data such as attendance sheet with admit cards of appeared candidates, finger print, photograph, seating plan etc. shall also be provided to BHEL along with other data within 30 days of conduct of Computer Based Examination.
- 24) After conducting the exam and uploading the candidate responses successfully from all the examination centres, the selected bidder will ensure that candidate responses are stored safely in more than one data centres in encrypted manner and hash value of the response of each candidate is stored in safe repository located in Data Centre, safely. Apart from this, the Bidder will also ensure that audit trail and logs are properly maintained at different levels.

➤ **POST EXAMINATION PHASE**

- 1) The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to data centre in a secured manner. There should not be any traces of data pertaining to candidate, left in the local exam server.



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- 2) The Selected Bidder should be able to hand over the raw responses/data to BHEL after the candidate's response upload from local exam server.
- 3) Response sheet along with answer keys shall be hosted to the candidates within 48 hours after conduction of exam or at the time suggested by BHEL from time to time.
- 4) The Selected Bidder shall design a challenge window to the candidate so that they can challenge the questions and answers in case of any error. Challenge window shall be opened for 3 working days from the date of hosting key answers, to submit any query/ grievances with authentic proofs in the prescribed Performa for each question separately. The said Performa shall be prepared by the selected Bidder. The Selected Bidder shall resolve the grievances within 15 working days and submit all such grievances so collected through challenge window along with the resolution details to BHEL for information and record.
- 5) The Selected Bidder shall provide documented inputs and support for handling
  - a. Candidates queries
  - b. RTI queries
  - c. Court Cases
- 6) The Selected Bidder shall ensure Generation of Merit list based on the key, rules/validation shared by BHEL.
- 7) The Selected Bidder shall subsequently issue interview call letters to candidates as per list of candidates along with allocated interview centres.

**Note:**

1. The Selected Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to BHEL before implementation of the software. The Selected Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
2. The Bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
3. Test Data Archiving: The Selected Bidder shall archive the result and other examination data for future references up to a specified time, as per mutual agreement between BHEL and the Selected Bidder.
4. Customized MIS reports Generation: The Selected Bidder shall provide MIS reports customized to BHEL's requirement.



➤ **CCTV SURVEILLANCE**

1. At least 2 CCTV cameras should be installed diagonally in an exam centre having seating capacity of 50 Candidates. Subsequently, 2 additional CCTV Cameras will be required for each additional 50 Candidates.
2. CCTV footages should be delivered to BHEL within 30 days from the date of examination.
3. The Selected Bidder will be required to store CCTV camera feeds with necessary metadata in data centre server for all the Computer Based Exam within 24 hours after the examination.
4. The local Server located in the Examination venues should also be in CCTV Surveillance and the feeds of the same also to be supplied to the BHEL.



**SECTION- 3**  
**GENERAL CONDITIONS**

- I. The tender is a "Two Bid" document, viz. One envelope for Technical bid and another envelope for Financial bid. The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- II. The technical and financial documents should be kept separately in sealed envelopes. Envelope having Technical Bid should be super scribed with "TECHNICAL BID" and similarly Envelope with Financial Bid should be super scribed with "FINANCIAL BID". Both these envelopes should be kept in one master envelope super scribing "Tender for Online Assessment Examination Services" for Recruitment in BHEL so as to reach BHEL on or before the date indicated in this Bid Document. **Late tenders shall not be accepted.** The technical bid shall be opened on the same day at 3:30 PM in the presence of bidders who may like to be present.
- III. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders made by fax and those received late will not be entertained.
- IV. The Responses should be computer generated. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.
- V. Bidders must keep their offer open for a minimum period of 6 months from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.
- VI. All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender shall deal with as it stands.



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- VII. Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. BHEL may also independently seek information regarding the performance from the clients.
- VIII. The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless BHEL calls it for.
- IX. Offers should be sent by Registered post with date/ Postmark so as to reach us before the closing date and Time. The sealed bid may also be submitted by hand to authorized BHEL personnel as mentioned in page 2 of this Bid Document.
- X. Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of BHEL. Such offers will not be valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- XI. Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
- XII. BHEL reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of BHEL shall be final. The contract will be valid for two years.
- XIII. The **PAYMENT** shall be in Indian Rupees and shall be paid only after successful completion of each stage of work as given below:

**STAGE 1: On successful launch of Application Registration Portal:** 15% of the estimated project cost.

**STAGE 2: On launch of e-Admit Card link:** 35% of the actual project cost. Any additional amount released at Stage 1 shall also be recovered. Also, in case if the payment released at Stage 1 is less after determination of actual project, then same shall additionally be released at this stage.

**STAGE 3: On completion of the Computer Based Test:** 35% of the project cost.

**STAGE 4: On submission of merit-list:** 15% of the project cost.

PAYMENT shall be made to SELECTED BIDDER as per PAYMENT TERMS stated in Section-4.



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- XIV. The successful bidder has to sign an agreement on non-judicial stamp paper of Rs 100.
- XV. In case the Selected Bidder fails to execute the contract, BHEL shall have liberty to get it done through any other agency at the risk and cost of the Bidder.
- XVI. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.
- XVII. The Selected Bidder shall re-conduct assessment at no additional cost to BHEL if deficiency in services (failure to conduct and complete the assessment on the scheduled date due to any technical issues such as network issues, server issues, power issues etc.) are for reasons solely and entirely attributable to the Selected Bidder.
- XVIII. All disputes arising shall be subject to the jurisdiction of appropriate Court in New Delhi only and shall be governed by the law of India.



SECTION- 4  
CONDITIONS OF CONTRACT

1. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated below: -

- I. **“Contract”** means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- II. **“Computer Based Test” (CBT)** means the computer based objective type examination under LAN mode in which the candidates have to choose the best answer among the options (Multiple Choice Questions) given for each questions and record it in the computer allotted to them at the respective test centres. Both CBT and Online examinations are used interchangeably and mean one and the same
- III. **“Data Processing”** includes Data Extraction from database, Data Verification and Data Validation and generation of Reports as required by the BHEL from time to time.
- IV. **“Bidder”** - The word **“Bidder”** when used in the pre award period shall be synonymous with **“Selected Bidder”** which shall be used after award of the contract.
- V. **‘Bid’** means the Technical, Commercial and Financial bids
- VI. **“The Contract Rate”** means the rate offered by the Service provider and accepted by the Tendering Authority under the Contract for the full and proper performance of its contractual obligations.
- VII. **“Services”** means services ancillary to the Scope of Work herein-above, transportation, any other incidental services and other obligations of the Service provider covered under the Contract.
- VIII. **“Service Provider”** means the Selected Bidder who becomes the successful bidder after the final evaluation of the tender and to whom this contract is awarded by BHEL.
- IX. **“Day”** means all the 7 days of the week including Holidays.



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- X. "Tendering Authority" means Tender Committee which has been authorized to issue a work order under this contract.
- XI. "Test Taker" means the candidate who gets registered with BHEL and takes up the examination conducted by the BHEL
- XII. "ESCROW ACCOUNT" means new account which shall be opened for collecting applications money against recruitment notification of BHEL which shall be closed after closing of applications and fees receipt window in the recruitment portal.
- XIII. "BHEL" means Bharat Heavy Electricals Limited

## 2. INTERPRETATION

- a) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa
- b) References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender
- c) The headings are inserted for convenience and are to be ignored for the purposes of construction
- d) Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- e) In case of any inconsistency between this tender and the Bid made to BHEL, the terms of this Tender shall prevail. In case the tender is silent on the items contained in the bid, and/or any ambiguity in the tender document or in the agreement to be signed, the decision of BHEL shall be final & binding on the Bidder/ Bidders.

## 3. AGREEMENT TENURE & CONTRACT PERIOD

The Contract shall be valid for a period of two years from the date of commencement of Contract. However, this Agreement shall be liable for termination and foreclosure as per subsequent clauses of this Section.



4. 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.

Sl.No.	IEM	Address	Phone and E-mail
1.	Shri D.R.S Chaudhary I.A.S (Retd.)	E-1/164, Arera Colony, Bhopal (M.P.)	dilip.chaudhary@icloud.com
2.	Smt. Pravin Tripathi IA&AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi 110068	pravin.tripathi@gmail.com

- (b) The IP as enclosed as Annexure VII with the tender is to be submitted (duly signed by authorized signatory) along with Technical Offer. 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 (Annexure-VII) for Role and Responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to any of the above IEM(s). All correspondence with IEMs shall be done through E-mail only.

**Note: -**

*No routine correspondence shall be addressed to 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 to the following officials whose contact details are provided below:*

Shri. Poly NC  
AGM, People Strategy Group  
BHEL House, Siri Fort  
New Delhi- 110049  
Email Id: [ncp@bhel.in](mailto:ncp@bhel.in)  
Phone No. 011-77337161

Smt. Rachna Shekhar  
DGM, People Strategy Group  
BHEL House, Siri Fort  
New Delhi- 110049  
Email id: [rachna@bhel.in](mailto:rachna@bhel.in)  
Phone No.: 011-77337154



## 5. PERFORMANCE SECURITY BOND IN FORM OF CORPORATE GUARANTEE

BHEL will require the selected bidder to provide a Performance Security Bond in form of Corporate Guarantee as per the prescribed format. It shall be valid for a minimum period of 36 months. It shall be kept valid till completion of the project and Warranty period whichever is later. BHEL shall invoke the Corporate guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or BHEL incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

## 6. ESCROW-ACCOUNT

- (i) BHEL shall authorize the Selected Bidder to open a new ESCROW ACCOUNT for receipt of applications money for any recruitment notification authorized by BHEL, in any Nationalized/Scheduled Bank as per rules and regulations issued by RBI.
- (ii) All application money against recruitment notification issued by BHEL shall be collected by the Selected Bidder in the ESCROW ACCOUNT referred above through online mode of receipt of payment.
- (iii) All arrangements for online mode of receipt of application money shall be the responsibility of the Selected Bidder, who will be authorized to make agreement with service providers such as bill desk, payU etc. for successful implementation of the project with justification and due intimation to BHEL.
- (iv) The Selected Bidder shall be solely responsible for all reconciliation of money with the receipt of applications on daily basis with complete information to BHEL from time to time.
- (v) The Selected Bidder shall transfer all the amount to BHEL after close of application and fees receipt window of Recruitment along with interest earned during the period for which ESCROW ACCOUNT remains operational.

## 7. PAYMENT TERMS

- (i) Bill, at every payment stage, complete in all respect along with requisite documents submitted by the Selected Bidder will be paid within 30 days of its receipt and final acceptance of BHEL. The **PAYMENT** shall be in Indian Rupees and shall be paid only after successful completion of each stage of work as given below:

**STAGE 1: On successful launch of Application Registration Portal:** 15% of the estimated project cost.



**STAGE 2: On launch of e-Admit Card link:** 35% of the actual project cost. Any additional amount released at Stage 1 shall also be recovered. Also, in case if the payment released at Stage 1 is less after determination of actual project, then same shall additionally be released at this stage.

**STAGE 3: On completion of the Computer Based Test:** 35% of the project cost.

**STAGE 4: On submission of merit-list:** 15% of the project cost.

- (ii) The project cost of particular recruitment process would be determined on the basis of actual number of admit cards issued for appearing in CBT. Payment shall be made as per stages defined above.
- (iii) The Selected Bidder will have to intimate the bank account number and other details of the Bank to enable BHEL to credit the payments into the account.
- (iv) No interest shall be payable for delay in making the payment. The Selected Bidder shall not be entitled to any interest with respect to any money which may be due to them from BHEL.
- (v) Payment to the Selected Bidder will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor(s) by BHEL.
- (vi) Applicable GST shall also be recoverable from the Selected Bidder in case penalty on account of breach of terms of contract.

#### 8. TAXES & DUTIES

- (i) To enable BHEL to avail GST input tax credit, Selected Bidder shall submit GST compliant Tax Invoice containing the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Selected Bidder only after submission of GST Compliant Tax Invoice. The Selected Bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- (ii) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- (iii) GSTIN of BHEL will be provided to the Selected Bidder along with the Work Order.



#### 9. DELAY IN SELECTED BIDDER'S PERFORMANCE

Conduct of the examination as per timeline is the main aspect of the work and performance of the Services shall be made by Selected Bidder in accordance with the approved time schedule as notified from time to time by the, BHEL to the Selected Bidder and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Selected Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Selected Bidder shall promptly notify to BHEL in writing the fact of the delay, its likely duration and its cause(s). BHEL will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the timelines

Delay on part of the Selected Bidder in the performance of its delivery obligations shall render the Selected Bidder liable to the imposition of penalty unless an extension of time is agreed upon.

#### 10. PENALTY & LIQUIDITY DAMAGES

- a. The Selected Bidder shall re-conduct assessment at no additional cost to BHEL if deficiency in services (failure to conduct and complete the assessment on the scheduled date due to any technical issues such as network issues, server issues, power issues) are for reasons solely and entirely attributable to the Selected Bidder that has been proved.
- b. If there is a delay on part of the Selected Bidder in the performance of its delivery obligations, then a penalty @1% of the value of delayed activity as per Contract/Work Order of the particular exam per week of delay (subject to maximum penalty of 10% of the contract/work order value of the delayed activity) may be imposed.
- c. If the delay adversely affects conduct of examination, BHEL shall invoke the Corporate Guarantee and legal action would be initiated as per terms and conditions of contract.

#### 11. SIGNING OF CONTRACT

After BHEL notifies the successful bidder that its proposal has been accepted, BHEL shall enter into a contract, incorporating all clauses of this Bid Document, pre-bid clarifications and the proposal of the successful bidder and mutually agreed terms & conditions, with the successful bidder.



## 12. PRICES

The prices quoted for the items/services shall under no condition change during the period of agreement. The rates should be quoted for Bharat Heavy Electricals Limited.

**NO INTEREST PAYABLE TO SELECTED BIDDER:** Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to the Selected Bidder on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill etc., due from BHEL to the Selected Bidder.

## 13. FALL CLAUSE

The following Fall clause will form part of the contract placed on Successful Bidder.

- a. The charges for the contract by the Bidder shall in no event exceed the lowest charges at which the Bidder provides the same services of identical description to any Organization including BHEL or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all Work Orders placed during the currency of the contract is completed.
- b. If at any time, during the said period the Bidder reduces its charges, provides or offers to provide such services to any organization including BHEL or any Dept. of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a rate lower than the rate chargeable under the contract, the Bidder shall forthwith notify such reduction or sale or offer of sale to BHEL and the rate payable under the contract for the services of such reduction of rate or offer of the service shall stand correspondingly reduced.
- c. The Bidder shall furnish the following certificate to the Paying Authority along with each bill for payment for provided against the said contract –  
“We certify that there has been no reduction in charges of the services identical to the services provided to BHEL under the contract herein and such services have not been provided by us to any organization including BHEL or any Department of Central Government or any Department of State Government or any Statutory Undertaking of the Central or State Government as the case may be up to the date of bill/the date of completion of services against all work orders placed during the currency of the Contract at rates lower than the rate charged to BHEL under the contract”.



#### 14. SUSPENSION

BHEL may suspend the Contract, after giving a written notice of suspension to the Selected Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, if the Selected Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

- i. Shall specify the nature of the failure and
- ii. Shall direct the Selected Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Selected Bidder.

#### 15. TERMINATION OF CONTRACT

##### ➤ TERMINATION FOR DEFAULT

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, if:

- The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
- The quality of the delivery of various tasks is not up to the satisfaction of the BHEL.
- The defaulting party fails to perform any other obligation under the agreement.
- In the event of the BHEL terminating the contract in whole or in part, the BHEL may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Selected Bidder shall be liable to the BHEL for any excess costs for such similar items or services. However, the Selected Bidder shall continue with the performance of the contract to the extent not terminated.
- The Selected Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to BHEL for which payment has been made. The Selected Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Selected Bidder in the event of termination.



- In case of termination of contract, Corporate Guarantee shall be invoked to recover damages, direct losses or additional liability, if incurred due to completion of work by another agency.

➤ **TERMINATION FOR CONVENIENCE**

- a) The BHEL, by written notice of at least 90 days sent to the Selected Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the BHEL's convenience and also the extent to which performance of the Selected Bidder under the contract is terminated, and the date on which such termination becomes effective.
- b) The BHEL shall accept the items/services, which are completed and ready for delivery within 30 days after the Selected Bidder's receipt of notice of termination, at the contract terms and prices.
- c) For the remaining items/services, the BHEL may elect:
  - To have any portion completed and delivered at the contract terms and prices; and /or
  - To cancel the remainder and pay to the Selected Bidder an agreed amount for partially completed items/services and for services previously accomplished by the Selected Bidder.

**16. CONFIDENTIALITY**

The Selected Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the BHEL's business or operations without the prior consent of the BHEL.

**17. FRAUDULENT AND CORRUPT PRACTICES**

The Selected Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, BHEL shall reject a Proposal without being liable in any manner whatsoever to the Selected Bidder, if it determines that the Selected Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, BHEL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security.



For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. **"Corrupt Practice"** means
  - a. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BHEL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BHEL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
  - b. engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of BHEL in relation to any matter concerning the Project;
- ii. **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. **"Undesirable Practice"** means (i) establishing contact with any person connected with or employed or engaged by BHEL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. **"Restrictive Practice"** means forming a cartel or arriving at any understanding or arrangement among Selected Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.



## 18. FORCE MAJEURE

Notwithstanding anything contained in the Bid Document, the Selected Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the BHEL, regarding Force Majeure shall be final and binding on the Selected Bidder.

If a Force Majeure situation arises, the Selected Bidder shall promptly notify to the BHEL in writing, of such conditions and the cause thereof. Unless otherwise directed by the BHEL in writing, the Selected Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The BHEL may, terminate this agreement by giving a written notice of a minimum 15 days to the Selected Bidder, if as a result of Force Majeure; the Selected Bidder is unable to perform a material portion of the services for a period of more than 30 days.

## 19. RESOLUTION OF DISPUTES

### ARBITRATION & CONCILIATION

#### CONCILIATION

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), 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 (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

#### Notes:

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

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



Appendix No. I to this GCC. **The Appendix 1** together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC Contract Conditions.

#### **ARBITRATION**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the BHEL within 45 days of receipt of the complete Notice.

The language of arbitration shall be English. The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

#### **IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax,



Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.”

The extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended

## 20. LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India.

## 21. JURISDICTION

Subject to Arbitration Clause, all disputes arising under the Contract shall be subject to the jurisdiction of Appropriate Courts at New Delhi only.

## 22. PROPRIETARY RIGHTS

All rights, title and interests in and to the Services Environment and any other material used by the Selected Bidder in the provision of the Services shall exclusively belong to the Selected Bidder or its licensors (“Selected Bidder Proprietary Material”). Any and all Intellectual Property Rights with respect to the Services, Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and BHEL shall not be entitled to claim any rights therein. All data related to examination process are exclusive property of BHEL. Selected bidder shall not use the BHEL logo or marketing material unless until they are specifically authorized by BHEL to do so.



**SECTION- 5**  
**CHECK LIST & BID FORMS**

**CHECK-LIST OF DOCUMENTS TO BE ENCLOSED:**

1. Registration certificate of the Bidder Company.
2. Document reflect legal status (CPSE) of the Bidder Company.
3. Balance-sheet & Profit and Loss Statement of financial year 2015-16, 2016-17 and 2017-18.
4. Annual Turnover from similar works (Online Assessment Examination/CBT) of financial year 2015-16, 2016-17, and 2017-18 duly attested by Chartered Accountant (CA).
5. GST Registration Certificate of the Bidder Company.
6. Copy of Pan/IT Number of the Bidder Company.
7. Self-Certification from bidder indicating that the CBT platform is having valid certification of Cert-in and the processes meet CMMi and ISO.
8. Certificate of Satisfactory performance/Execution of CBT issued by previous/existing clients of the Selected Bidder.
9. Self-Declaration by the Selected Bidder certifying the addresses of DR centres and compliance of related condition as stated in this Bid Document.
10. Annexure-I: Questionnaire for Eligibility Criteria (To be duly filled along with supporting enclosures).
11. Annexure-II: Organizational Details.
12. Annexure-III: Financial Information (Duly attested by CA).
13. Annexure-IV: Details of Similar Work Executed.
14. Annexure-V: Performance Security Bond in form of Corporate Guarantee.
15. Annexure-VI: Financial Bid.
16. Annexure-VII: Integrity Pact
17. Any other relevant document sought as per this Bid Tender Document.



ANNEXURE – I

QUESTIONNAIRE FOR ELIGIBILITY CRITERIA (TO BE KEPT IN COVER-I OF TECHNICAL BID)

Sl. No.	Eligibility Condition	Yes / No	Remarks / Page Reference
1.	Is the firm registered in India?		
2.	Completed Number of years of existence in India?		
3.	Is your firm operating in India at least 03 years with an objective of CBT?		
4.	Legal status (Attach copies of original document defining the legal statues). a) Private Limited b) Public Limited c) Government PSU		
5.	Gross annual turnover of the Company 1. F.Y 2015 – 2016 2. F.Y 2016 – 2017 3. F.Y 2017 – 2018		
6.	Annual turnover similar works (CBT) 1. F.Y 2015 – 2016 2. F.Y 2016 – 2017 3. F.Y 2017 – 2018		
7.	Do you need to have any consortium in this project / tender?		
8.	Do you have an operating branch office at Delhi / NCR?		
9.	Will you be the authorized agency/firm to deal with BHEL and shall be solely responsible for the execution and delivery of the work?		
10.	Do you fulfil the turnover conditions of INR 50 crore and above in each of during last 3 consecutive financial years?		
11.	The above turnover pertains to your firm alone and not of other sister concerns or with consortium		
12.	Do you have valid GST Registration Number?		
13.	Do you have valid PAN / IT Number?		



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Sl. No.	Eligibility Condition	Yes / No	Remarks / Page Reference
14.	Have you executed at least 5 CBT in all India basis in last 3 years?		
15.	Have you executed CBT with the capacity of 1,00,000 or more candidate in single shift in all India basis in last 3 years?		
16.	Are you ready to make major / minor changes in the software as per the BHEL's customization requirement from time to time		
17.	Is the CBT software VAPT certified?		
18.	Whether the facility of primary data centre with DR available?		
19.	If yes, primary data centre with DR sites are located in different seismic zones of India?		
20.	What is the tire rate of the data centre?		
21.	Is the data centre ISO certified?		
22.	Is the data centre in compliance with the guidelines of Government of India?		
23.	Is 256 AES bit encryption being used for QP transfer?		
24.	Are you capable to conduct CBT in multidisciplinary / multiple subjects as well in bilingual?		
25.	Are you aware that the CBT software processes have the ISO 27001, ISO 20000, ISO 9001 certifications?		
26.	Is the software CMMi Certified?		
27.	Level of CMMi?		
28.	Capability of Bidder for moving infrastructure available in all the major cities / towns pan-India with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.		
29.	Do you have all relevant facilities and logistics available to execute the work?		
30.	Have you ever been black listed by any Govt. Department or PSU.		
31.	Are you aware that BHEL may amend the tender by issuing an addendum in writing or by standard electronic means? And BHEL has right to cancel or modify the tender?		
32.	Are you aware that though you satisfy the eligibility criteria, you may be disqualified for the reason stated in this tender document?		
33.	Are you capable to support the entire solution (across INDIA) on a 24 x 7 basis with a minimum possible response time?		

*Yashvir*



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Sl. No.	Eligibility Condition	Yes / No	Remarks / Page Reference
34.	Are you aware that the software to be developed for CBT are to be certified by STQC and / or Cert-in?		
35.	Whether the examination venues are well connected with public transport and located at feasible distance from the nearest bus stand/railway station/metro station.		
36.	Have you enclosed all supporting document for your claims and eligibilities?		
37.	Have you submitted the financial bid in a separate cover?		
38.	Are all pages of the tender documents signed by the authorized signatory?		
39.	Have you enclosed all forms and annexure required for this tender?		
40.	Have you conducted recruitment related CBT for Public Sector Undertaking and Autonomous Bodies?		
41.	Maximum number of candidates appeared in CBT in single shift completed pan-India in last three years?		

(Copy of Supportive Documents to be enclosed, failing which the tender will be rejected)



ANNEXURE – II

ORGANIZATIONAL DETAILS

1.	Name and address of FIRM	
2.	Telephone No. /Fax No./Email address	
3.	Legal status (Attach copies of original document defining the legal statuses). a) Private Limited b) Public Limited c) Government PSU	
4.	Particulars of Registration (attach attested photocopy) A. Registration Number B. Organization/Place of registration C. Date of validity	
5.	GST Number	
6.	PAN Number	
7.	Name and titles of Directors & Officers with designation to Be concerned with this work with designation of individuals authorized to act for the organization.	
8.	Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work.	
9.	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work.	
10.	Have you or your constituent partner(s) been debarred /black listed for tendering in any organization at any time? If so, give details.	
11.	Any other information considered necessary but not included above.	

Attach Document proof for all claims and details



ANNEXURE – III

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) financial years and certified by the Chartered Accountant.

S. No. (1)	Details (2)	2017-18 (3)	2016-17 (4)	2015-16 (5)
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Turn over from similar project (CBT)			

- Note: Attach additional sheets, if necessary.

(Signature of Bidder)



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ANNEXURE – IV

DETAILS OF SIMILAR WORKS EXECUTED

Sr. No.	Name of Work/ Project & Location	Owner of sponsoring organization	Total no of candidates	No of Candidates in single shift	Date of commencement as per contract	Actual date of completion with proof	Litigation/ Arbitration pending in progress with details	Name, Designation and Address/telephone number of officer to whom reference may be made	Remarks
1.									
2.									
3.									
4.									
5.									



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**ANNEXURE - V**

**PERFORMANCE SECURITY BOND FORM/ CORPORATE GUARANTEE**

THIS PERFORMANCE SECURITY BOND/CORPORATE GUARANTEE made on this \_\_\_ day of \_\_\_\_\_, 2019, at New Delhi by \_\_\_\_\_ (Name of the Selected Bidder) incorporated under the Companies Act, \_\_\_ and having its Registered Office at \_\_\_\_\_ hereinafter referred to as the "\_\_\_\_\_" which expression shall unless repugnant to the subject or context deemed to include their successors and assignees of the ONE PART in favour of Bharat Heavy Electricals Limited, A Maharatna Public Sector Undertaking under Ministry of Heavy Industries, Government of India incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi 110049 (hereinafter called the "BHEL" which expression shall unless repugnant to the subject or context, deemed to include their successors and assigns) of the OTHER PART.

WHEREAS BOTH THE PARTIES have entered into an Agreement vide \_\_\_ on \_\_\_ for providing Online Assessment Examination Services of computer based test examination by the "\_\_\_\_\_" for the period of two years to BHEL from \_\_\_\_\_, based on \_\_\_\_\_.

And whereas it is one of the terms and conditions of the said Agreement that "\_\_\_\_\_" is required to submit a performance security bond/corporate guarantee to BHEL to secure that services are delivered as per the terms under this agreement. Consequently, "\_\_\_\_\_" agrees to submit an unconditional and irrevocable Corporate Guarantee to the extent of 5% of present estimated cost of online examination of recruitment for \_\_\_\_\_ (Rs. In words).

Now, therefore this deed of Guarantee witness as follows:

1. In consideration of the premises aforesaid, "\_\_\_\_\_", hereby undertake to pay to BHEL on first demand and without any demur, reservation, contest, recourse and protest any and all sum not exceeding Rs. \_\_\_\_\_ (Rs. In words) by reason of any breach by the "\_\_\_\_\_" of any of the terms and conditions of the said Agreement.
2. The "\_\_\_\_\_" hereby undertake to pay on demand from BHEL any sum/sums not exceeding the amount specified in Clause 1 when demanded in the manner stated therein, without demur and without requiring BHEL to invoke any legal remedy that may be available to them, it being understood and agreed between both the parties under the terms and conditions of the said Agreement.
3. Notwithstanding anything to the contrary, BHEL's decision as to "\_\_\_\_\_" has made any fault or defaults under obligation of BHEL to which BHEL is entitled by the reason thereof under the terms and conditions of the agreement will be binding on "\_\_\_\_\_" and "\_\_\_\_\_" shall discharge his liability under the rules.
4. The decision of BHEL that any sum has become payable shall be final and binding on the "\_\_\_\_\_".
5. This Guarantee has been executed by the "\_\_\_\_\_" in favour of BHEL for fulfilling "\_\_\_\_\_'s" obligations under terms of the said Agreement.
6. The "\_\_\_\_\_" and BHEL will be at a liberty to vary and modify the terms and conditions of the said Agreement as may be as mutually agreed upon and such modifications or variations shall form part of the said Agreement, but shall not affect this guarantee except to the extent required for proper interpretation of such modifications/variations for the purpose of giving effect to this guarantee.



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7. This Guarantee shall not be affected by any change in the constitutions of either the "\_\_\_\_\_" or BHEL or their amalgamations, absorption or merger with any other body corporate and this guarantee will continue to be binding on such new body corporate.
8. The Guarantee is irrevocable except with the prior written consent of BHEL.
9. The neglect or forbearance of BHEL in enforcing any payment of money, the payment thereof is intended to be there by secured or the giving of time by BHEL for the payment thereof shall in no way release the "\_\_\_\_\_" from its liability under this deed.
10. The invocation of this Guarantee shall be by a letter signed by the authorized signatory of BHEL and all the letters and notices to the given hereunder shall be delivered personally or sent by registered post to the addressee at the addresses hereinabove set-out or otherwise advised by and between the parties.
11. This guarantee shall come into force from the **date of Guarantee and shall remain in full force till \_\_\_\_\_** or any extensions thereof. This guarantee shall continue and hold good until it is released by BHEL on the application by "\_\_\_\_\_" after completion of the period of the said Agreement and after "\_\_\_\_\_" has discharged all its obligations under the said Agreement and has obtained a certificate from BHEL of the due completion under the said Agreement. "\_\_\_\_\_" undertakes to extend the validity period of this Guarantee from time to time should it, in the opinion of BHEL become necessary for such period as requested in writing by BHEL.
12. This deed of Guarantee and the rights and obligations there under shall be construed and governed by the laws of India for the time being in force. No action, event or condition which, by any applicable law, should operate to discharge the "\_\_\_\_\_" from the liability hereunder, shall have any effect. The "\_\_\_\_\_" hereby waive any right it may have to apply such law so that in all respects it's liability hereunder shall be irrevocable and except as stated herein, be unconditional in all respects.
13. Notwithstanding anything stated hereinbefore, the liability of the "\_\_\_\_\_" under this guarantee is restricted to **Rs. \_\_\_\_\_ (Rs In words)**. This guarantee shall remain in full force till \_\_\_\_\_ or such extended period as may be required by BHEL unless a demand or claim under this guarantee is presented to the "\_\_\_\_\_" in writing within three months from the date of expiry of the said guarantee i.e. on or \_\_\_\_\_ or such extended period as the case may be, all the rights of BHEL under this guarantee shall be forfeited and the "\_\_\_\_\_" shall be released and discharged from all liabilities hereunder.
14. \_\_\_\_\_ (Designation of Competent Authority, "\_\_\_\_\_" is competent to issue the said Guarantee granted to him for the outside parties as delegated under the delegation of powers of the company.

IN WITNESS WHEREOF, THE "\_\_\_\_\_" HAVE EXECUTED THESE PRESENTS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

Signature of the authorized person  
For and on behalf of the "\_\_\_\_\_"

*(If the Guarantor is a limited liability company, it is required to get the deed of Guarantee executed under a common seal of the Company backed by proper board resolution to that effect to safeguard Company's interest.)*



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ANNEXURE-VII

**INTEGRITY PACT  
(5 Pages Enlosed)**



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ANNEXURE - VI

SECTION-6  
FINANCIAL BID

[On the Letter head of Bidder and should be separately sealed as per instruction]

Reference No. :  
FILE NO. :

Date:

.....  
Bharat Heavy Electricals Limited,  
New Delhi

Sir,

I/ We hereby submit our price bid for **Online Examination (Computer Based Test) Conduct and Processing for Various Examination of the Bharat Heavy Electricals Limited BHEL, New Delhi** after clearly understanding the terms and conditions of the tender document and due clarification obtained from BHEL

Particulars	Rate in INR Per Candidate (in figure) Per Session	Rate in INR per Candidate (in words) Per Session
(1) Pre-Examination Phase		
(2) Examination Phase		
(3) Post-Examination Phase		
Total Cost of End to End Solution (1+2+3)		

The above rate quoted is **excluding** the Taxes applicable which shall be payable separately as per Payment Terms. The Taxes Applicable are as follows: -

Sl No	Name of the TAX	% applicable
1.	CGST	
2	SGST	

Authorized Signatory of the Bidder with Office Seal



APPENDIX 1

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION  
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. **Format 3** shall be used by the Customer/Collaborator/Contractor for invoking the Conciliation Clause. If the invitation issued by Customer/Collaborator/Contractor is deficient/non-compliant/not clear etc., then, the Unit/Division/Region/Business Group shall forward the **Format 3** to the Customer/Collaborator/Contractor as per **Format 2** hereto for filling up and forwarding its Claim, Consent etc.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-7**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC



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by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will



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be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.



22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
  - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

S No.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5 crores. <ul style="list-style-type: none"><li>• Rs 50,000/- (Sole Conciliator)</li></ul> In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. <ul style="list-style-type: none"><li>• Rs 75,000 (per Conciliator)</li></ul> In cases involving claim and/or counter-claim of more than Rs 10 crores. <ul style="list-style-type: none"><li>• Rs 1,00,000/- (per Conciliator)</li></ul> Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC



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S No.	Particulars	Amount
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.



26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - admissions made by the other party in the course of the Conciliator proceedings;
  - proposals made by the Conciliator;
  - The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per



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Bharat Heavy Electricals Limited

the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

*Yashwanth*



FORMAT 2 TO BHEL CONCILIATION SCHEME, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION  
THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No \_\_\_\_\_ /MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated \_\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**



FORMAT 3 TO BHEL CONCILIATION SCHEME, 2018

FORMAT FOR GIVING CONSENT BY  
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR  
REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,  
BHEL

.....  
**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No \_\_\_\_\_ & date \_\_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)  
Authorized Representative of Contractor  
Name, with designation  
Date



FORMAT 5 TO BHEL CONCILIATION SCHEME, 2018

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.



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Bharat Heavy Electricals Limited

FORMAT-7

FORMAT FOR INTIMATION TO THE OTHER PARTY ABOUT APPOINTMENT OF  
CONCILIATOR/IEC

To,  
M/s. (Stakeholder's name)

Subject: INTIMATION TO THE OTHER PARTY ABOUT APPOINTMENT OF CONCILIATOR/IEC  
WITH A COPY TO CONCILIATOR(S)

Ref: Contract No      /MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

This is reference to letter dated ----- from you inviting Bharat Heavy Electricals Limited to refer the disputes to conciliation and consenting to appointment of Conciliator(s). In this regard it is intimated that the Competent Authority has accepted your invitation to Conciliate and has appointed the following persons as Conciliator(s) for conciliating for possibly assisting the parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the BHEL Conciliation Scheme, 2018.

Name and contact details of Conciliator(s)

- a) .....
- b) .....
- c) .....

You are requested to submit the Statement of Claims or Counter-Claims before the Conciliator(s) in **Format 5** (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL  
CC: To Conciliator(s)... for Kind Information please.  
Encl: As above

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

*Jashu*

## 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**

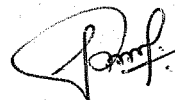
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

पॉली एन.सी / POLY N.C

अपर महाप्रबंधक / AGM

पीपल स्ट्रैटेजी ग्रुप / People Strategy Group

भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electrical Limited

वी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली-110049

BHEL House, Siri Fort, New Delhi-110049

Place New Delhi.

Date 27.03.2019

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_