

**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

Dear Sir,

**Subject: Tender Enquiry for "DEBRIS FILTER" as per Technical Specification No. PE-TS- 417/435-165-N003, Rev. 0 for 5X800 MW YADADRI TPP.**

BHEL is pleased to invite offer for "DEBRIS FILTER" package of 5X800 MW YADADRI TPP through E-procurement route. Please submit your best quotation/offer online via e-procurement portal (<https://bhel.abcpocure.com>). Detailed Scope of work & Equipment details shall be as per Technical Specification no. # PE-TS- 417/435-165-N003, Rev. 0 and other tender documents hosted on above mentioned website/enclosed herewith.

Your offer shall be submitted in two parts (Techno-Commercial Bid and Price Bid) strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC, Rev. 06 online via e-Procurement System for the under mentioned equipment/system.

ITEM DESCRIPTION	QUANTITY	DELIVERY
DEBRIS FILTER	As per BOQ & technical specification No. PE-TS- 417/435-165-N003	As per cl no. 1 below

**1. DELIVERY TERMS:**

**A. FOR MAIN SUPPLY including E&C spares & Commissioning spares:**

**STAGE -1 QTY (UNIT-1 & 2) -** Within Six (06) months from date of CAT-1 approval of Primary drawing/documents, subjected to drawing/document submission/re-submission schedule as per drawing schedule as mentioned in point 1D below. In case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.

**STAGE -2 QTY (UNIT- 3,4 & 5) -** Within Seven (07) months from the date of manufacturing clearance. Separate manufacturing clearance shall be given for Stage II (Unit-3,4 & 5) quantities.

**B. MANDATORY SPARES (STAGE -1 & STAGE-2) -** Within Four (04) months from date of BHEL manufacturing clearance. Stage wise manufacturing clearance shall be given.

**C. For Site activities (Installation Checks, Commissioning, trial run and PG test):** Vendor to depute its service engineer for respective site activity within 15 days from BHEL's intimation (for deputing service engineer) for such site activity.

For delay in deputing service engineer, LD on site activities portion shall be applicable @ ½% of the total site activities portion contract value (excluding element of taxes) per week or part thereof, with applicable GST. However, total LD (supply + site activities) shall be limited to 10% of cumulative total contract value excluding taxes and freight (supply + site activities).

LD on above stipulated supply shall be applicable stage-wise as per GCC Rev.06 clause no. 16.2.1 Note 3.

*Handwritten signature*  
10/12/19

**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

**D. Drawing Schedule**

BHEL Drawing No	Drawing Title	Primary/Secondary	Drg. Schedule for Bidders
PE-V3-417-165-N001	P&ID - OF DF SYSTEM	Primary	R-0 within 21 days (for all except Installation plan, for Installation Plan 30 Days) from PO & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.
PE-V3-417-165-N002	TECHNICAL DATA SHEET-DF	Primary	
PE-V3-417-165-N003	INSTALLATION PLAN- DF	Primary	
PE-V3-417-165-N004	GENERAL ARRANGEMENT OF DF	Primary	
PE-V3-417-165-N006	C&I Part-I, PANEL-TDS, I/O LIST, CABLE SCH AND CONTROL PHILOSOPHY FOR DF	Primary	
PE-V3-417-165-N008	QP-DF	Primary	
PE-V3-417-165-N005	GA OF FLUSHING PUMP & FOUNDATION DETAILS OF FLUSHING PUMP AND SADDLE SUPPORT (If Applicable)	Primary	R-0 within 15 days from approval of TDS & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.
PE-V3-417-165-N007	GA & WIRING DIAGRAM OF PANEL-DF	Primary	R-0 within 15 days from approval of C&I Part-I document & subsequent revisions incorporating all the BHEL comments within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.
PE-V3-417-165-N009	O&M MANUAL-DF	Secondary	within 30 days of issuance of MDCC.

**E. Notes:**

- Clearance for Stage-2 Main supply shall be within 02 years from the date of Purchase Order, in line with contract variation clause No. 6.0 of General Commercial Terms & conditions of GCC Rev. 06.
- The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

- Pre-Qualifying Requirements:** Bidders who fulfil the TECHNICAL PRE-QUALIFICATION REQUIREMENT CRITERIA are eligible to participate in this tender. Bidders are requested to provide the details as per "TECHNICAL PRE-QUALIFYING REQUIREMENTS". Bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements.

*Handwritten signature and date: 10/12/19*

**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

3. **Tender Evaluation - Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.**
4. All corrigenda, addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on (<https://bhel.abcpocure.com>, <https://www.bhelpem.com/Home.aspx>, [http://www.bhel.com/tender/corrigendum\\_home.php](http://www.bhel.com/tender/corrigendum_home.php)) under subject tender reference. Bidders are requested to visit these sites constantly to keep themselves updated.
5. Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation as per Annexure-II along with reasons for taking such deviations.
6. In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period.
7. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor.
8. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
9. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be despatched only after Purchaser's/Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC).
10. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Ms. Karuna Kaushik, Engineer/PG-II M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: karuna.kaushik@bhel.in Ph. No. +91-120-4368569	Mr. OP Machalpuria, Sr. DGM/ PG-II M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: opmachalpuria@bhel.in Ph. No. 0120-4368642
--	--
11. Foreign and indigenous bidders participating through open tender will necessarily have to buy class III DSCs issued by the certifying authorities in India for bid submission. Basic procedure /checklist has been upload on [www.bhel.com](http://www.bhel.com) for participating in future tender enquires through e procurement.
12. Prices shall be Firm till completion of contract.
13. CIF is available for this tender.
14. Bidder to quote freight charges in percentage of their quoted Total Ex-Works prices.

15. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA.

*Handwritten signature*  
10/12/19

**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

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

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

Link for RA guidelines to be followed as:  
[http://www.bhel.com/vendor\\_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf](http://www.bhel.com/vendor_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf)

16. Bidder to note that this is an Open Tender enquiry & price bid (Part-II) opening/RA participation shall be subject to following condition:
- Techno-commercial recommendation of bidder by the BHEL-PEM.
  - Approval of bidder by End Customer.** Same shall be taken up by BHEL with end customer based on the latest credentials/reference list furnished by bidder (Preferably not older than 5 years) furnished by bidder. Accordingly, you are requested to submit the following on or before technical bid Part-1 opening: -
    - Company Profile
    - List of projects executed/ on hand for power sectors / Govt. organizations for the subject package.
    - Performance Certificates for satisfactory working of the system /equipment's.
    - Copies of major supply order executed by the vendor.
  - The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at [www.bhelpem.com](http://www.bhelpem.com)-->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.
17. The bidder along with its associate/collaborators/subcontractors/sub vendors/consultants/ service providers shall strictly adhere to BHEL fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any

*Handwritten signature and date:*  
10/12/19



**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

fraud or suspected fraud as soon as it comes to their notice. BHEL Fraud prevention policy is also uploaded in vendor's section on [www.bhelpem.com](http://www.bhelpem.com).

18. Bidders are requested to refer Performance Bank Guarantee (PBG) format enclosed with NIT instead of format mentioned in GCC Rev 06 and adhere to it while furnishing PBG.
19. In case of joint bidding Bidders to furnish scope matrix which should be clearly defined between them along with the offer for the Main Supply, mandatory spares & site activities.
20. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
21. Bidders to note that offers shall be submitted strictly in accordance with the requirements of the all the enclosed tender documents, shall automatically become the part of the Order/Contract after its finalisation.
22. Commercial terms of NIT only to be considered and mentioned anywhere in technical specification in case contradicting to be ignored.
23. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-procurement, in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
24. Commercial terms of NIT only to be considered and mentioned anywhere in technical specification in case contradicting to be ignored.
25. In the event of any contradiction in the terms and conditions mentioned, the order of precedence shall be N.I.T. covering letter (including Tech Spec) followed by SCC and followed by GCC terms & Corrigendum to GCC Rev-06.
26. For guidelines of Foreign Suppliers & Indian agents of foreign suppliers: Please refer our website <https://www.bhelpem.com/gcc.aspx>
27. **Important Details for Foreign Bidder (Clauses referred here pertains to GCC Rev 06) -**
  - As per Incoterms (CFR), risk transfers to buyer when the goods have been loaded on board the ship in the country of Export. Hence, shipped on board date mentioned on the clean Bill of Lading or Air way Bill, shall be treated as the date of Shipment/ Dispatch for all contractual purposes including calculation of LD.
  - Usance period (90 days) of the L/C shall start from the date of Bill of lading/Air Way Bill.
  - Bill of Lading shall be considered as equivalent document (refer clause 9.7.1 b) for recognition of despatch.
  - For claiming payment under clause 9.1.1, 9.2.1 and 9.3.1 Bill of lading shall be considered instead of receipted LR (refer clause 9.7.2 b)
  - Insurance for evaluation purpose shall be @0.1% of quoted C&F price.
28. CGST/SGST/UGST/IGST shall be paid at actuals against documentary evidence but restricted to the amount and percentage as per agreed HSN/SAC Code.
29. **Over all (%) quantity variation:** The variation on overall package value due to changes in the scope shall be limited to +/-5% in place of 30% mentioned in clause no 6.0 of GCTC of GCC-REV-06

*Signature*  
10/12/19

**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

30. **Risk & cost-** Additional Overhead Charges shall be 5% instead of 30% as mentioned in Clause No 26.2 of GCTC of GCC Rev 06.

31. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

As per Make in India order, package is not divisible in nature. Min. Local content value for the tendered package in subject is 100% & it may vary in case department of industrial Policy and Promotion (DIPP) issue any new (revised) circular in future. The same % of content shall be informed as & when we receive from above authorities

Vendors are required to provide the following certificate along with the part-1 bid:

- Provide self-certification that the item offered meets the minimum local content as per above mentioned orders.
- Provide the details of the location(s) at which the local value addition shall be made.

**32. Integrity Pact (IP):**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Address	Phone & Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 <a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 <a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**Note:**

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

*Handwritten signature and date:*  
10/12/19

**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

Ms. Karuna Kaushik, Engineer/PG-II  
E-MAIL: karuna.kaushik@bhel.in  
Ph. No. +91-120-4368569

Mr. Navin Kumar, Manager/ PG-II  
E-MAIL: navin\_kumar@bhel.in  
Ph. No. +91-0120-4213528

33. Procedure for Conciliation shall be as per BHEL Conciliation Scheme - 2018 (available on <https://www.bhelpem.com/Documents/GCC/Conduct%20of%20Conciliation%20Proceedings.pdf>).
34. MSME/Start up Vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PEM is already registered with RXIL(TReDS) Platform. You are requested to get registered with RXIL(TReDS) platform to avail the facility as per GOI guidelines.
35. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php).
36. Bidders to note that following forms the part of Tender Documents:
- General Conditions of Contract (GCC) Rev. 06 in conjunction with Corrigendum to GCC Rev 06
  - Technical Specification No PE-TS- 417/435-165-N003
  - Price format
  - Special Conditions of Contract (SCC REV 01 of project)
  - NIT CONDITIONS & other Enclosures

Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above Tender Documents & all the above Tender Documents along with post-bid agreements/MoMs (during Techno-Commercial evaluation) shall automatically become the part of the Order/Contract after its finalisation.

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

**e-procurement service Provider details:**

M/s e Procurement Technologies limited, Ahmedabad  
B705. Wall Street II, Opp Orient Club, Near Gujrat college, Ellis Bridge, Ahmedabad, PIN 380 006.  
Please get in touch with our service provider at the earliest for required support.  
The contact details of the service provider are available in contact section in website:  
<https://bhel.abcpocure.com/EPROC/contactus>

38. Bidders shall upload their offers meeting the requirements of the tender documents. The following documents need to be uploaded on our e-procurement portal:
- Offer forwarding/ covering letter
  - Acceptance of GCC Rev.06 + Corrigendum to GCC Rev-06 & SCC of the project
  - Duly filled-in 'No deviation certificate' as per prescribed format (Annexure-II) in GCC Rev-06

- **Important points- In case of any deviation, the same should be submitted separately for technical & commercial parts along with their cost of withdrawal, indicating respective clauses of tender**

*Handwritten signature and date: 10/12/19*

**NOTICE INVITING TENDER (NIT)**

**Ref. Enquiry No.: PE/PG/YAD/E-6341/2019 DATED 10.12.2019**

DUE DATE
20.12.2019
By 02:00 P.M. (IST)

against which deviation is taken by bidder. [Deviation sheet (cost of withdrawal) – annexure –II of GCC Rev-06].

➤ It shall be specifically noted that deviation recorded elsewhere shall not be entertained.

- Technical Pre-Qualifying Requirements (PQRs) along with supporting documents
- A copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed
- Integrity pact duly signed and stamped on each page
- Un-Priced price schedule (format) duly filled in 'Quoted' or 'NA' in each column/row in e-procurement bidding form
- Priced Copy- BOQ-cum-price schedule in e-procurement bidding form only
- Certificate as per Make in India circular (As per NIT Clause no. 31)
- Documents required for approval from end customer (as per attached format)

39. Your best quotation/offer for the above requirement, in line with our terms and conditions, should be uploaded through e-procurement Portal. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Part-I bids shall be opened at 03:00 PM on due date through e-procurement Portal.

40. **Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.**

Thanking you,

Yours faithfully,

For and on behalf of BHEL



**KARUNA KAUSHIK**  
(ENGINEER / PROJECT GROUP-II)

**Enclosures:**

- I. Enquiry Letter along with Terms & Conditions (this letter)
- II. Price format/schedule (as per online bidding form in e-procurement)
- III. Technical Specifications no. PE-TS- 417/435-165-N003
- IV. Technical PQR
- V. Annexure-II of GCC Rev06 (Mandatory to be filled & submitted along with techno-commercial offer)
- VI. SCC Rev 01
- VII. BG Format
- VIII. Signed Integrity Pact



**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.





155

- 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.

*[Handwritten Signature]*

For & On behalf of the Principal

For & On behalf of the Bidder/

Contractor

करुणा कौशिक / Karuna Kaushik  
अभियंता (पी.जी.-II) / Engineer (P.G.-II)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
(Office Seal)  
Power Sector-Project Engineering Management  
पीपीईआई भवन, एच आर डी आई एण्ड ईएसआई कॉम्प्लेक्स  
PPEI Bldg, H.R.D.I. & ESI Complex,  
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301  
Plot No. 25, Sec. 16 A, Noida - 201301

(Office Seal)

Place Noida

Date 2/12/19

*[Handwritten Signature]*  
2/12/19

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

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

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

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

नवीन कुमार / Navin Kumar  
प्रबंधक (पी.जी.-II) / Manager (P.G.-II)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
Power Sector-Project Engineering Management  
पीपीईआई भवन, एच आर डी आई एण्ड ईएसआई कॉम्प्लेक्स  
PPEI Bldg, H.R.D.I. & ESI Complex,  
प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301  
Plot No. 25, Sec. 16 A, Noida - 201301