



CE: PR: 003- Rev 03

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 05) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 04).

These two documents along with Special Conditions of Contract annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

BHEL-EDN invites you to quote your best competitive prices as per the purchase specification for Supply of Profibus DP & PA Cables to various projects planned for PO placement during the rate contract period of 02 years.

Please note that Evaluation will be done as an overall package for the total value basis. Tentative projects list is mentioned as part of Technical Specification (Scope of Supply). However, after entering into the rate contract, individual PO will be placed for the project specific scope, as and when requirement arises during the Rate contract period of 02 years. Overall quantity variation shall be +/-30%

RFQ No. : **SRA0000054**
RFQ Date : As per E-procurement website
RFQ Due Date : As per E-procurement website
Customer/Project : **Will be provided at the time of placement of PO**
Scope Description : **Rate Contract for Supply of Profibus DP & PA Cables**

Kindly submit your quotation as **two part bid** (Pre-Qualification Criteria & Techno-Commercial bid-1st part & Price bid-2nd Part) in E-Procurement System portal: <https://eprocurebhel.co.in> within the Due- Date of _____ As per E-procurement website _____ before _____ As per E-procurement website _____ hours IST and note that tenders will be opened on the same day at _____ As per E-procurement website _____ hours IST.

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:

siprarani@bhel.in or sathishkumars@bhel.in

Splitting of tendered quantity to MSE vendors for Purchase preference: Non-Splitable

Destination: For Indigenous scope of supply, items are to be directly despatched to BHEL site office/stores located at various project sites, _____ District/City in _____ State Will be provided at the time of placement of PO. Detailed Consignee details will be issued by BHEL along with Despatch Clearance.

Terms of Delivery:

- **Indigenous scope of supply:** Ex-works, _____ <indicate station of dispatch> (including Packing & Forwarding charges but excluding Taxes).

Under-mentioned details shall be provided against indigenous supplies & services:

- a. GSTIN of place of supply : _____
- b. HSN (Harmonized System of Nomenclature) code : _____
Applicable tax and Rate : _____ & _____
- c. GSTIN of place of supply of service : _____

d. SAC (Service Accounting Code) : _____
 Applicable tax and Rate : _____ & _____

e. GeM Seller ID mandatorily required for PO placement: _____

f. MSE vendor : Yes-MSE supporting documents enclosed/No
 (If MSE, supporting documents such as Udyam certificate to be enclosed)

I. Bidders to mandatorily provide confirmation/compliance for the under-mentioned terms:

SL NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS, if any
01	Reverse Auction (RA)	<p>BHEL shall be resorting to Reverse Auction (Guidelines as available on https://www.bhel.com/guidelines-reverse-auction-2024) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p>	AGREE	
02	Delivery Period	<p>Within 195 days from the date of placement of Purchase Order.</p> <p>Delay in contractual delivery will attract Penalty /Liquidated Damages(LD) as per GCC Clause no.:04.b.</p>	AGREE	
03	Terms of Payment at the time of material supply	<p>Refer Clause "F" of Instructions to Bidder for BHEL-EDN standard Payment terms and loading factors applicable for non-compliance against payment terms:</p> <p>A) Indigenous Procurement: i) Supply Only ii) Supply with Service(s)</p> <p>B) Import Procurement C) High Sea Sales Procurement</p> <p><u>Note:</u> MSME vendors may opt to get payment through Trade Receivables electronic Discounting System (TReDS)</p>	AGREE	
04	Declaration of local content	<p>'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>{'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than</p>	<p>Percentage of local content: _____ %</p> <p>Details of the Location(s) at which the local value addition is</p>	

	<p>50%, as defined under Public procurement order no.P-45021/2/2017-PP (BE-II) dt: 16.09.2020.</p> <p>In the event of any Nodal Ministry prescribing higher or lower margin of purchase preference and/or higher or lower percentage of local content in respect of this procurement, same shall be applicable}.'</p> <p>(Refer Clause 'A' Sl. No. 12 of Instructions to Bidders).</p> <p>Penal provisions for false self-declaration of MII, in case of Contract more than Rs.10Crs.</p> <p>For contract valuing more than Rs.10 Crores, local content (in case of self-declaration certification submitted by bidders at the time of tendering), the contractor/ supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice, within 120days from the date of released of the first Purchase order based on RC by BHEL. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.</p>	<p>made: _____</p>	
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II. Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer shall be liable for rejection:

- (1) a) **Submission of Engineering documents post PO as indicated in Cl: 04 of GCC:** Within **14** days from the date of award of contract. Delay in submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.:04. a.
- After award of contract, Successful bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan, etc. as called in tender specification) for approval, within **14** days from the date of award of contract. Buyer shall issue manufacturing clearance along with approved documents within **65** days after receipt of documents from seller. Any delay by buyer/consignee in providing approved documents beyond specified period shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.
- In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted by seller incorporating the comments within **07** days from the date of receipt of the same.

Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

- b) **Extension of Delivery Period:** Refer **Cl.04 b) Extension of Delivery Period of GCC.**

- (2) **Validity:** The offer will be valid for a period of **90** days from the date of Part-I bid opening and in case of Negotiation/ Counter-offer/Reverse Auction, price validity will apply afresh for a period of **60** days from the date of according final price by bidder (or) up to original validity period, whichever is later.
- (3) **Warranty:** **24** months from the date of delivery of goods or **18** months from date of commissioning whichever is earlier.
- (4) a) **Pre-dispatch inspection at Seller premises as indicated in Cl: 06 a) of GCC:** While bidding, the sellers should take into account **12** days for arranging inspection from the date of email offering the goods for

inspection. Any delay in arranging inspection beyond the specified period due to reasons not attributable to seller, shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

b) **Material despatch clearance certificate (MDCC):** Seller should take into account **10** days for issuance of despatch clearance by BHEL from the date of successful inspection report. Any delay in issue of MDCC beyond the specified period shall be on the part of buyer and BHEL will extend the delivery period for such period of delay.

(5) **Despatch Documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Depending upon the project/customer demands, Despatch documents may include one (or) more documents from the following: Invoice (01 originals and 01 copy with original sign & seal / digitally signed invoice), Lorry Receipt (L/R), Packing List, Warranty certificate, Insurance intimation letter, E-way bill (Part-A & B), original POD (Proof of Delivery) on L/R.

The precise list of despatch documents needed for the project will be specified in the Purchase Order. One set of Invoice, Packing List, Lorry Receipt (or) AWB/BOL shall be e-mailed immediately to BHEL-EDN at the time of despatch.

Note: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

(6) **Freight Charges:** Freight charges for complete scope of supply shall be to vendor's account. Bidder to quote reasonable Freight charges along with applicable tax, in price bid. Bidders to quote freight charge as a percentage of the total basic material cost with applicable tax in priced offer. List of tentative projects with quantity is given in scope of supply of Technical Specification. (To arrive at Freight charges for each project, percentage between material cost and quoted lumpsum freight charge will be considered on pro-rata basis).

(7) **Evaluation criteria to determine L1 bidder:** Items will not be split on item-wise lowest offer. The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India, MSME etc.)

a. Preference to Micro & Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in *Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012* dated 23.03.2012 issued by Ministry of MSME (and its subsequent Orders/Notifications issued by concerned Ministry) & the latest *Office Memorandum* issued by Department of Expenditure dt:18.05.2023.

If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product.

MSE declaration	Any Bidder falling under the MSE category shall furnish UDYAM Registration certificate in support of the same along with their techno-commercial offer. Note: If the bidder does not furnish the above in the tender, the offer shall be processed construing that the bidder does not fall under the MSE category.
MSE Category declaration	If the bidder belongs to any of the below MSE category, the bidder to mention Social Category and Gender in the REMARKS column and furnish UDYAM Registration certificate containing these details in support of the same along with their techno-commercial offer
	a. SC/ST Owned
	b. Women Owned

Note: If the bidder does not furnish the above in the tender, the offer shall be processed construing that the bidder does not fall under the above category.

Bidder shall furnish the following declaration;

- b. Preference to Make in India (MII) products: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India) order 2017 as amended from time to time (and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products) & the latest *Office Memorandum* issued by Department of Expenditure dt:18.05.2023 and Revision dt.19-07-2024.

{‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under Public procurement order no. P-45021/2/2017-PP (BE-II) dt.: 16.09.2020 and Revision dt.19-07-2024.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under Public procurement order no. P-45021/2/2017-PP (BE-II) dt.: 16.09.2020 and Revision dt.19-07-2024}.

In the event of any Nodal Ministry prescribing higher or lower margin of purchase preference and/or higher or lower percentage of local content in respect of this procurement, same shall be applicable.’}

If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

Default margin of purchase preference shall be 20% for Class-I local supplier only.

Note: For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Operation methodology of Purchase preference clause to MSE & MII bidders is as detailed under clause:4. c. b) in the Office Memorandum issued by Department of Expenditure dt:18.05.2023 (ref. Annexure-VIII of ITB).

Note: In case of negotiations, the margin of purchase preference (20% for Class-I Non-MSE or 15% for MSE) shall be based on pre-negotiated L1 price and the eligible Class-I & MSE local bidder will have to match the negotiated L1 price.

(8) Load distribution is Applicable : 60% of the total quantity will be ordered on L1 and balance 40% will be ordered on L2, if L2 vendor accepts the L1 rate. If the same is not agreed by the L2 vendor, L1 rate will be counter offered to L3 and so on. If none of the other vendors agree to match L1 rate, rate contract will be considered for the total quantity on L1 vendor.

(9) Performance security: Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security has to be submitted by successful bidder for 05% of the contract value. PBG has to be furnished within 05 weeks after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations.

Refer Clause “H” of Instructions to Bidders. Also note that PBG should be in the format specified in Annexure-VII of ITB and no deviation to this format will be allowed.

In case of breach of contract (failure of supplier), wherever the value of Performance security available with BHEL against the said contract is atleast 10% of the contract value, the same shall be encashed. As the value of the security instrument (PBG) is only 05% in the current tender, the balance amount (i.e.05% of contract value) will be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

PBG should be mandatorily submitted along with SFMS (Structured Financial Messaging System).

(10) **Breach of Contract, Remedies & Termination:** In case of breach of contract (failure of supplier), wherever the value of Performance security available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed.

In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

(11) **Based on the under-mentioned declarations of Bidder as insisted under Rule 144(Xi) of General Financial Rules,2017 amendment dt. 24.02.2023, eligibility of offer will be ascertained in the tender:**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our firm is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered.”

Note: Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

Additional declaration by Bidder in the cases of specified Transfer of Technology (ToT):

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm does not have any ToT arrangement requiring registration with the Competent Authority.”

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that our firm has valid registration to participate in this procurement.”

(12) Integrity Pact: Applicable/Not applicable.

Execution of Integrity Pact is applicable for this tender (Refer clause “K” of Instructions to Bidders). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those Bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(13) EMD/Bid security: Not Applicable

(14) Price variation clause: Applicable

(15) Grievance Redressal Mechanism:

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.

2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>.

Responses will be provided in accordance with the defined escalation matrix."

(16) Online Invoice Registration Facility in SUVIDHA Portal:

The facility for online invoice registration and document upload has been enabled in the SUVIDHA Portal (<https://suvidha.bhel.in/suvidha/>) for all BHEL Suppliers and Contractors. With effect from 01-October-2025, it will be mandatory for all Suppliers/Contractors to register their invoices exclusively through the SUVIDHA Portal along with the required documents.

Note : Overall quantity variation : +/-30%

With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 05) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 04) are accepted without any deviation.

Vendor's Signature with Seal

PVC FORMULA FOR PROFIBUS CABLE

PVC Formula: $P = P_o + P_o * 0.5 * [(EWC - EWC_o) / EWC_o]$

Material cost in Profibus cable is considered as 50%.

P =Price payable as adjusted in accordance with above appropriate formula

P_o =Price quoted

EWC =Wholesale Price Index (WPI-Base Year: 2011-12) of Commodity " Electric Wires & Cables " from Government Of India website <https://eaindustry.nic.in/>. This price is as applicable for the month, three(3) months prior to the date on which cable is notified as being ready for inspection (Along with test certificate).

EWC_o = Wholesale Price Index (WPI-Base Year: 2011-12) of Commodity " Electric Wires & Cables " from Government Of India website <https://eaindustry.nic.in/>. This price is as applicable for the month, three (3) months prior to the date of issue of tender enquiry.

WPI Index for latest two months are provisional hence three months prior is considered.



GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY

वित्तीक सलाहकार कार्यालय

OFFICE OF THE ECONOMIC ADVISER

DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE

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Wholesale Price Index (WPI)

Monthly Wholesale Price Index
Name of Commodity : Electric Wires & Cables
Type : Individual Commodity
WPI No. : 0.5
Base Year : 2011-12 x 100

Month/Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	151.0	152.0	153.0	157.0	159.0	161.2	160.0	160.0	160.0	160.0	160.0	160.0

1. Figures 8 may be treated as Index for particular items not available.
2. Figures for the latest two months are provisional. Latest two months are to be reckoned with reference to the latest monthly prices released issued.
3. (NR) : Not Released. Please refer official Press Release for more information.

Official Content Managed by Office of the Economic Adviser, DPMI, MoCI, MoI

Disclaimer | Last updated on 27.09.2023

On Bidder Letter Head

Date:

To,

M/s Bharat Heavy Electricals Ltd.

Electronics Division, Mysore Road,'

Bangalore – 560026

Sub: Model Clause / Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 19.07.2024

Ref: BHEL Tender / RFQ / NIT Number

I (authorized signatory for M/s a 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' .

Tick appropriate option & cut the other one:

1) We are the reseller/distributor of the quoted product and the Local Content percentage is
Break up of Local value addition to be furnished below (inclusive of Taxes):

a)

b)

c)

OEM certificate for country of origin to be submitted for above.

2) We are not the reseller/distributor of the quoted product and the Local Content percentage is
.....

The address is as below, where the local content / value addition is made:

[Factory Address]

For M/s

Authorized Signatory

(with company seal & Name)

To,
M/s Bharat Heavy Electricals Ltd.,
Electronics Division P.B. No. 2606
Mysore Road, Bangalore –560 026
Ph. No.: 080 2699 8994

Ref –

Subject: Declaration as a Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time).

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our firm is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered.

On Bidder Letter Head

Date:

To,
M/s Bharat Heavy Electricals Ltd.
Electronics Division, Mysore Road,'
Bangalore – 560026

Sub: Declaration regarding 'Conflict of Interest among Bidders/Agents'

Ref: BHEL Tender / RFQ / NIT Number

Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, following declaration regarding 'conflict of interest' should be signed by the authorized signatory of the bidder and submitted as part of the tender.

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/supplier or the manufacturer/supplier could bid directly but not both. In case bids are received from both manufacturer/supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with the other Bidder(s), in this regard. 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. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines.

For M/s

Authorized Signatory

(with company seal & Name)

Annexure-1

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____
Rate Contract with 2 years validity period for Supply of Profibus DP & PA Cables to various projects - RFQ No.SRA0000054

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.


(SIPRARANI ACHARY)

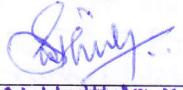
For & On behalf of the Principal

(Office Seal)

ಸಿಪರಾನೀ ಆಚಾರ್ಯ / ಅಭಿಯಂತ / ಸೀ.ಎ.ಪಿ.ಆರ್.
Place ಸಿಪರಾನೀ ಆಚಾರ್ಯ / ಅಭಿಯಂತ / ಸೀ.ಎ.ಪಿ.ಆರ್.
Date SIPRARANI ACHARY, ENGINEER / CE-MM-PR
 BHEL-EDN, MYSURU ROAD, BENGALURU-560026

For & On behalf of the Bidder/ Contractor

(Office Seal)


 Witness:
 ಎಸ್. ಸತೀಶ್ ಕುಮಾರ್ / ಸೀ.ಎ.ಪಿ.ಆರ್.
 (Name & Address)
 ಎಸ್. ಸತೀಶ್ ಕುಮಾರ್, ಕಾರ್. ಪರಿಧಕ/ಸೀ.ಎ.ಪಿ.ಆರ್.
S. SATHISH KUMAR, SR. MANAGER/CE
 BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Witness:
 (Name & Address)

Clause on IP in the tender**Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
- (b) In case of any complaint arising out of the tendering process, the matter may be referred to any of the below e-mail IDs.

iem1@bhel.in ; iem2@bhel.in ; iem3@bhel.in

As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority, any complaint(s) received will be shared with the IEMs.

- (c) 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.

Note:

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

Details of contact person(s):

(1)

Name: SIPRARANI ACHARY
 Deptt: CE-MM-PR
 Address: BHEL-EDN, MYSORE
 Phone: (Landline/ Mobile) ROAD, BANGALORE
080 - 2698 9014
 Email: SIPRARANI@BHEL.IN
 Fax: —

(2)

Name: S. Sathish Kumar
 Deptt: CE-MM-PR
 Address: BHEL-EDN, Bangalore
 Phone: (Landline/ Mobile) 080 - 26998103
 Email: SATHISHKUMARS@BHEL.IN
 Fax: —