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ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

P.B. No 2606, Mysore Road, Bangalore - 560 026

An ISO 9001, ISO 14001, OHSAS 18001 & ISO/IEC 27001-2005 Company

Sealed quotations are invited under three part bid system for entering into annual rate contract for the supply of 4.5kV 1200A IGBTs as per BHEL technical specification.

RFQ NO and date	NVVM190001 dated 17 .07.2019
RFQ due date & time	09.08.2019 (Friday) up to 13.00 hrs (IST)
Date, Time & Venue of Part-I & II Bid Opening	09.08.2019 after 13.30 hrs (IST) New Engineering Building 6th Floor Bharat Heavy Electricals Limited PB NO 2606, Mysore road, Bangalore-560 026. INDIA
Date, Time & Venue of Price Bid opening	Will be intimated later for technically accepted vendors
Address for Communication & Contact Person in BHEL	Mr. Venugopal NV/ Mr. Mohan S, SA - MM Department, BHEL Electronics Division, PB NO 2606, Mysore road, Bangalore-560 026. INDIA Email: venugopalnv@bhel.in , mohan.s@bhel.in Telephone number: +91 80 26998701, +91 80 26998369

REQUEST FOR QUOTATION



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division

PB No. 2606, Mysore Road Bangalore - 560026 INDIA

RFQ NUMBER:
NVVM190001

RFQ DATE :
17.07.2019

Due Date/Day: 09.08.2019 FRI
Time : 13:00 HRS
Tender Box : Reception Area
Opening Venue:
SUB ASSLY PUR

MMI:PU:RF:003

(address for communication) :

(for all correspondence)

Purchase Executive : VENUGOPAL NV
Phone : 26998701
Fax : 00918026989215
E-mail: venugopalnv@bhel.in

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	DV0688173315 IGBT 4500V 1200A * HSN/SAC : 7318 Test Certificate IGBT 4500V 1200A. PURCHASE SPECIFICATION: PS4062320	14,400	NO	AS PER PO	AS PER PO

Total Number of Items - 1

This RFQ is for the purpose of entering into Annual Rate Contract (RC) only, for supply of IGBTs.

Refer PQC, Purchase Specification & Additional Terms & Conditions.

Note : Submit duly filled ,Signed & Stamped Integrity pact along with Part II bid.


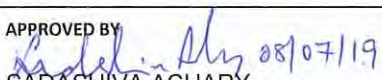
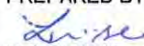
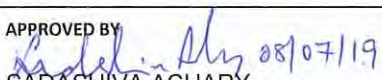
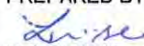
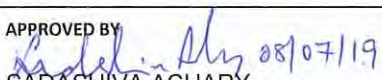
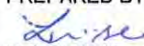
Three PART BID - SUBMIT , PQC ,TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES:

1. This RFQ is governed by:
 - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (**RFQ-PO Terms & Conditions**)
 - b) Any other specific Terms and Conditions mentioned.
 2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- * The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

VENUGOPAL NV
Sub-Assembly
1 OF 1

	 EDN BANGALORE	PURCHASE QUALIFICATION CRITERIA (PQC) FOR 4.5 KV 1200 A IGBT GROUP: SUB ASSEMBLY ENGG	Ref: 406/PQC/IGBT REV NO 00 PAGE 01 OF 01						
		1.0 PURCHASE QUALIFICATION CRITERIA (PQC).							
COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.		<p>a) The bidder shall be an Original Equipment Manufacturer (OEM) of IGBT OR Bidder authorised by OEM of IGBT to be supported with valid authorisation letter from OEM for supplies to Indian region.</p> <p>b) Offer shall be for new IGBT and not for any used or refurbished item.</p> <p>c) The bidder shall be a supplier of IGBTs rated for 4.5 kV 1200 A for usage in traction converters of propulsion system. Bidder shall supply IGBTs as per BHEL's Purchase Specification and shall be suitable for propulsion system of Railway application.</p> <p>d) For bidders who are not having the required vendor approval from RDSO/Indian Railways through BHEL for supply of the tendered item, BHEL shall approach and submit credentials/details furnished by the bidder with their offers for approval for development in propulsion system by customer i.e, RDSO/ Indian Railways. The bidder shall also co-ordinate and provide all the documents to RDSO as required. These bidders will be considered only for a development order of 1 set = 80 nos of IGBTs by BHEL for getting RDSO/Indian Railways approval in due course of time to evaluate and to prove IGBT for BHEL make propulsion system so as to become eligible as BHEL approved vendor. This clause is not applicable for vendors who are already approved through BHEL.</p> <p>2.0 Documents Submission</p> <p>a) Bidder to submit compliance to Purchase Specification no. PS 4062320 Rev No: 00 dated 20.06.2019 along with data sheet.</p> <p>Vendor who are not approved shall submit following documents.</p> <p>b) Proof of Supply of this or higher rating IGBTs used in rolling stock application directly or through any agency to Indian Railways to be submitted for reference.</p> <p>c) Type test report along with data sheet for proposed IGBT with clause wise compliance.</p> <p>2.0 Reference Documents.</p> <p>a) Purchase Specification no. PS 4062320 Rev No: 00 dated 20.06.2019.</p>							
		<table border="1" style="width: 100%;"> <tr> <td colspan="3" data-bbox="885 1848 1484 1960"> APPROVED BY  SADASHIVA ACHARY </td> </tr> <tr> <td data-bbox="885 1960 1101 2065"> PREPARED BY  T J GIRISH </td> <td data-bbox="1101 1960 1316 2065"> ISSUED BY SAE/406 </td> <td data-bbox="1316 1960 1484 2065"> DATE 08.07.2019 </td> </tr> </table>		APPROVED BY  SADASHIVA ACHARY			PREPARED BY  T J GIRISH	ISSUED BY SAE/406	DATE 08.07.2019
APPROVED BY  SADASHIVA ACHARY									
PREPARED BY  T J GIRISH	ISSUED BY SAE/406	DATE 08.07.2019							



**PURCHASE SPECIFICATION
FOR 4.5kV 1200A IGBT**

PS4062320

REV. NO: 00


PAGE : 00 OF 02

SPECIFICATION FOR 4.5kV 1200A IGBT

REVISION HISTORY SHEET

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REV. NO.	DATE	NATURE OF CHANGE	REASONS	PREPARED BY	APPROVED BY
00	20.06.2019	FIRST ISSUE	-----	Hari Kalluru	T J GIRISH

APPROVED BY T J GIRISH 

PREPARED BY

Hari Kalluru

ISSUED BY

SAE

DATE

20.06.2019



PURCHASE SPECIFICATION

PS4062320

REV. NO: 00

FOR 4.5kV 1200A IGBT

PAGE : 01 OF 02

Introduction: BHEL EDN is manufacturing propulsion system for 6000HP AC LOCO used in Indian Railways. Power converters of these propulsion systems are build using 4500V 1200A IGBTs. Following are general specification of IGBT used for manufacture of power modules.

Description: Insulated Gate Bipolar Transistor (IGBT) module

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S.NO	Parameter	Value
1	Collector-emitter voltage VCES	4500V
2	DC collector current IC	1200A at Tc ≥ 80 °C
3	Peak collector current	2400A (min.)
4	Gate-emitter voltage VGES	± 20V (max.)
5	Isolation voltage Visol	7kV (min.)
6	Junction operating temperature Tvj(op)	125 deg. C (min.)
7	Collector-emitter saturation voltage VCEsat	4.5 V (typ.) at IC = 1200 A, Tvj = 125 °C
8	Short circuit pulse width tpsc	10µS at Tvj = 125 °C
9	Gate-emitter threshold voltage VGE(TO)	7.5 V (typ.)
10	Internal gate resistance Rgint	2 Ω (typ.)
11	Module stray inductance L CE	20nH (max.)
12	Emitter-collector voltage VEC	4 V (typ.) at IC = 1200 A, Tvj = 125 °C
13	switching energy loss Esw (Eon + Eoff)	11.5 J (typ.) *
14	Reverse recovery energy Erec	3.6 J (typ.) *

* Test condition: VCC ≥ 2600 V, IF = 1200 A, Tvj = 125 °C, VGE = ±15 V, Ls : 150 nH (typ.), inductive load



PURCHASE SPECIFICATION

PS4062320

REV. NO: 00

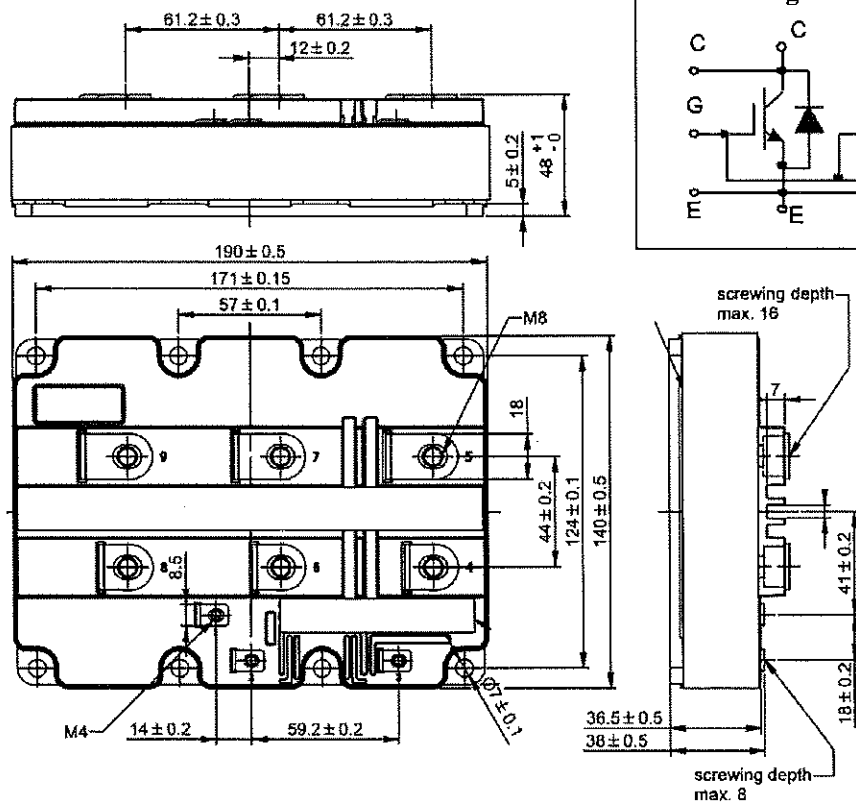
FOR 4.5kV 1200A IGBT

PAGE : 02 OF 02

15	IGBT thermal resistance junction to case Rth(j-c)IGBT	11 K/kW (max.)
16	Diode thermal resistance junction to case Rth(j-c)DIODE	20 K/kW (max.)
17	Contact thermal resistance case to heatsink Rth(c-h)	7 K/kW (max.)
18	Mass	2 Kg (max.)
19	Dimensions	190x140 mm. For detailed dimensions refer below drawing

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Outline drawing (for dimensional purpose only)



Acceptance Criteria: Accepted based on Test report / COC.

---END---

ADDITIONAL TERMS AND CONDITIONS

RFQ NO. NVVM190001

This RFQ is for the purpose of entering into Rate Contract (RC) only for the supply of IGBTs.

This RFQ is also governed by INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (RFQ-PO Terms & Conditions). The special terms and conditions mentioned below supersedes the general conditions of contract, for contradictory clauses if any.

1. Separate offer in English language addressed to the Purchase Executive shall be made for this RFQ in three parts.

Three Part Bid : Offer shall be made in three parts as detailed below:

“Purchase -Qualification Criteria Bid (Part I Bid)”: Documents related to PQC to be placed In a sealed cover super scribed with RFQ No., Due Date and “Purchase-Qualification Criteria Bid (Part I Bid)” ,

“Techno-commercial Bid (Part II Bid)” :

Unpriced offer i.e. “Techno-commercial Bid” with filled in BHEL Standard commercial terms and conditions along with purchase specification, integrity pact, etc if any in a sealed envelope and must be super scribed as “Techno-commercial Bid”(Part II bid) and RFQ number, Due date.

“Price Bid (Part III Bid)” : Priced offer i.e ‘Price bid’ of the offered item to be placed in a separate sealed envelope super scribed with RFQ No, Due date and ”Price Bid (Part III Bid)”.

All the three sealed envelopes shall be placed in another sealed envelope super scribed with RFQ No & Due date.

First pre-qualification bid & Techno commercial bid will be opened on due date.

The techno-commercial bids received against this RFQ will be evaluated for techno-commercial suitability.

Price bids of techno-commercially qualified bids only will be opened.

For offers not having required vendor approval from RDSO/Indian railways through BHEL and suitable for development purpose will be dealt as per Clause 1.0 (d) of PQC.

2. Pre-qualification criteria is attached herewith.
3. If any, Type test charges in rupees / in foreign currency (for import quote) to be indicated separately in the price bid and BHEL will consider all type test charges for arriving lowest price. (Same to be confirmed in techno-commercial bid without price.)
4. This RFQ is for entering into a Rate contract for 14,400 numbers of IGBTs used in Traction converter, which shall remain valid for a period of one year from the date of entering into rate contract.

5. Delivery Period: Best delivery schedule from the date of purchase order shall be quoted.

6. Terms of delivery :

EXW/FCA/CIP Bangalore Airport (For foreign bidders)

Door Delivery to BHEL EDN Stores, Bangalore with Freight and Insurance paid. (For Indigenous Bidders)

Note: Deviated Delivery terms and corresponding loading factors mentioned in clause I (i) of instructions to bidders (DOC No. BHEL: EDN: ITB- SHOP: REV 03).

7 Payment: BHEL standard terms of payment

For Indian bidders:

100% within 45 days credit,

For foreign bidders:

100% sight draft with 45 days credit,

Note: Deviated payment terms and corresponding loading factors mentioned in clause I (ii) of instructions to bidders (DOC No. BHEL: EDN: ITB- SHOP: REV 03).

8 Penalty: As per Clause 15 of GCC.

Note: Deviated penalty terms and corresponding loading factors mentioned in clause I (iii) of instructions to bidders (DOC No. BHEL: EDN: ITB- SHOP: REV 03).

9 Quantity indicated in the RFQ is tentative based on BHEL' S projected requirement but no commitment is made regarding the quantities. Purchase orders shall be placed as and when actual requirements arise for specific quantity against the rate contract during the tenure of this rate contract.

10 Rates and other terms and conditions agreed upon shall remain firm till the completion of tenure of rate contract or till completion of supplies against purchase orders placed under rate contract, whichever is later.

11 **Order Splitting:** BHEL reserve the right to Split the rate contract quantity in the ratio of 60:40 to L1, and L2 vendors respectively subjected to L2 vendor accept to supply as per L1 negotiated price. In case, L2 vendor does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent vendor's i.e. L3, L4, L5.... In case no subsequent vendor accept to supply in L1 price, balance quantity will be ordered on L1 only. The decision of BHEL shall be final on this matter.

12 Purchase Order shall be placed from time to time depending on actual requirement of BHEL during the tenure of the contract as per clause no. 11.

13 Validity of the offer shall be for 90 days from date of tender opening for issuing rate contract.

14 Offers with non-acceptance of BHEL terms & not accepting for Rate contract, are liable for rejection.

15 **Evaluation of offers:** L1 vendor (lowest Bidder) will be decided based on 'Cost to BHEL' value after considering the applicable loading factors and other costs including packing & forwarding, applicable duties , taxes, etc if it is in the scope of BHEL.

SPECIAL CONDITIONS OF CONTRACT

REF.: RFQ NO. NVVM190001

This “Special Conditions of Contract” will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

Integrity commitment will be applicable in the tender process and execution of contracts.

Independent External Monitor (IEM) Name: Mrs Pravin Tripathi, IA & AS (Retd.)

PLEASE FIND ENCLOSED A COPY OF INTEGRITY PACT AGREEMENT. THE SAME HAS TO BE FILLED AND SIGNED BY AUTHORIZED SIGNATORY WHO SIGNS THE BID AND TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL (PART-1 BID) OFFER. ONLY THOSE VENDOR/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 PRELIMINARY QUALIFICATION.

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

The IP as 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.

(a). Details of IEM for this tender is furnished below:

Name : Mrs Pravin Tripathi, IA & AS (Retd.)
Address : D-243, Anupam Gardens
Lane IB, NEB Sarai
Sainik Farms
New Delhi- 110 068

Email : pravin.tripathi@gmail.com

(b). 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 the IEM mentioned in the tender.

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.

For all clarifications/ issues related to the tender, Please contact:

Name : Mr Venugopal NV, DGM
Department : SA-MM
Address : BHEL EDN, NEB 6th Floor, Mysore Road
P B No. 2606, Bangalore.
Phone : +91 80 2699 8701
Email : venugopalnv@bhel.in

RFQ No. : NVVM190001 dated 17.07.2019 Supplier

Name :

Offer Ref :

Contact Details :

Registered Office:- Address : Telephone No. : Email :
Manufacturing plant:- Address : Telephone No. : Email :
Ordering party (To be filled if different from Manufacturer) Address : Telephone No. : Email :
Contact person :- Name : Office Address : Telephone No. : Mobile No. : Email :
Contact person in India (if any) :- Name: Office Address : Telephone No. : Mobile No. : Email :

Signature of Tenderer with Seal

Purchase Qualification Criteria (PQC)

RFQ No. : NVVM190001 dated 17.07.2019 ; Supplier

Name :

PQC Criteria		
	Particulars	Bidder's Confirmation. Attach relevant documents wherever required.
1	The bidder shall be an Original equipment Manufacturer (OEM) of IGBT or bidder authorized by OEM of IGBT to be supported with valid authorisation letter from OEM for supplies to Indian Region.	
2	Offer shall be for new IGBT and not for any used or refurbished item.	
3	The bidder shall be the supplier of IGBTs rated for 4.5 kV 1200 A for usage in traction converters of propulsion system. Bidder shall supply IGBTs as per BHEL's Purchase Specification and shall be suitable for propulsion system of Railway application.	
4	For bidders who are not having the required vendor approval from RDSO/Indian railways thro BHEL for supply of the tendered item, BHEL shall approach & submit credentials/details furnished by the bidder with their offers for approval for development in propulsion system by customer I.e RDSO/Indian Railways. The bidder shall also co-ordinate and provide all the documents to RDSO as required. These bidders will be considered only for a development order of 1 set = 80 Nos. of IGBTs by BHEL for getting RDSO/Indian Railways approval in due course of time to evaluate and to prove IGBT for BHEL make propulsion system so as to become eligible as BHEL approved vendor. This clause is not applicable for vendors who are already approved through BHEL.	
5	Document Submission. a) Bidder to submit compliance to purchase Specification no PS 4062320 Rev No 00 dated 20.06.2019 along with data sheet. Vendor who are not approved shall submit Following documents. b) Proof of Supply of this or higher rating IGBTs used in rolling stock application directly or through any agency to Indian Railways to be submitted for reference. c) Type test report along with data sheet for proposed IGBT with clause wise compliance.	
Signature of Tenderer with Seal		

TECHNICAL
RFQ No. : NVVM190001 dated 17 .07.2019 ; Supplier Name :

Sl. No.	Particulars	Bidder's Confirmation (Acceptable / Not Acceptable) Please indicate deviations, if any.
1.	IGBTs 4.5kV 1200A as per BHEL purchase Specification no PS 4062320 Rev No 00 dated 20.06.2019 & shall comply with.	Please confirm
2.	Certificate of conformance/ Test report to be issued for each lot mentioning technical details and the same to be submitted along with BHEL shipping documents.	Please confirm

Signature of Tenderer with Seal

7	<p>Penalty for delayed delivery: 0.5 % per week for undelivered portion subject to a maximum of 10 %. Loading factor will be applicable for non-acceptance of penalty clause, Non- Acceptance: 10% Partial Acceptance (X%): (10- X)%</p>	Acceptable / Not Acceptable
8.	<p>Price basis: Firm: Till the completion of tenure of rate contract or till completion of supplies Price to be quoted per IGBT.</p>	Please confirm

Place:

Date:

Signature of Tenderer with Seal

UNPRICED BID

RFQ No. : NVVM190001 dated 17.07.2019, Supplier Name :
Offer Ref :

Sl. No.	Item Description	Quantity offered	Currency
1	DV0688173315 IGBT 4500V 1200A * HSN/SAC : 7318 Test Certificate IGBT 4500V 1200A. PURCHASE SPECIFICATION: PS4062320	14,400 Nos.	

NOTE:

Technical and commercial terms shall be as per techno-commercial bid.

Place:

Date:

Seal

Signature of Tenderer with

PRICE BID

RFQ No. : NVVM190001 dated 17.07.2019, **Supplier Name** :

Offer Ref :

Sl. No.	Item Description	Quantity offered	Price per No	Currency
1	DV0688173315 IGBT 4500V 1200A * HSN/SAC : 7318 IGBT 4500V 1200A. PURCHASE SPECIFICATION: PS4062320	14,400 Nos.		

NOTE:

Technical and commercial terms shall be as per techno-commercial bid.

Place:

Date:

Signature of Tenderer with Seal

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

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(Name & Address) _____

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

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

SI	IEM	Address	Phone & Email
	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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

Details of contact person(s):

(1)

Name: VENUGOPAL N V
 Deptt: SA PURCHASE
 Address: BHEL EDN BANGALORE
 Phone: (Landline/ Mobile)
080-26998701/ 9449869634
 Email: venugopalnv@bhel.in
 Fax: _____

(2)

Name: MOHAN S
 Deptt: SA PURCHASE
 Address: BHEL EDN BANGALORE
 Phone: (Landline/ Mobile)
080- 26998369/ 9449869606
 Email: mohan.s@bhel.in
 Fax: _____