

REQUEST FOR QUOTATION - ONLINE BIDDING

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: KBRE000038 RFQ DATE : 11.08.2022	Due Date/Day: [REDACTED] Time : 13:00 HRS
MMI:PU:RF:003			

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. "Quotation to be submitted in E Procurement portal only"	(for all correspondence) Purchase Executive : BHASKER REDDY K Phone : 080-26998080 Fax : E-mail: bhaskerkasireddy@bhel.in
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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	SN0659420090 Profibus items for NTPC-Khurja * HSN/SAC : 7607 Doc No.- PS4152395 Rev - 00 Test Certificate 2x660MW NTPC-Khurja Profibus items for Unit-1,Common & Spares(Unit-1 & common) as per PS/415/2395 .	1	NO	1	[REDACTED]
2	SN0659420104 Profibus items for NTPC-Khurja Unit-2 * HSN/SAC : 7607 Test Certificate 2x660MW NTPC-Khurja Profibus items for Unit-2 & Spares(Unit-2) as per PS/415/2395.	1	NO	1	[REDACTED]
3	SN0659420112 Profibus items for NTPC-Khurja SAC pkg * HSN/SAC : 7607 Doc No.- PS4152395 Rev - 00 Test Certificate 2x660MW NTPC-Khurja Profibus items for SAC & Spares(SAC) as per PS/415/2395.	1	NO	1	[REDACTED]
4	SN0659420120 75% mandatory spares(Profibus) - Khurja * HSN/SAC : 7607 Doc No.- PS4152395 Rev - 00 Test Certificate 75% of mandatory spares for 2x660MW NTPC-Khurja Profibus items as per PS/415/2395.	1	NO	1	[REDACTED]
5	SN0659420139 25% mandatory spares(Profibus) - Khurja * HSN/SAC : 7607 Doc No.- PS4152395 Rev - 00 Test Certificate 25% of mandatory spares for 2x660MW NTPC-Khurja Profibus items as per PS/415/2395.	1	NO	1	[REDACTED]

Total Number of Items - 5

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. of offers are required to furnish authorization letter for the same. 2. Tender Result can be viewed in the website. * The HSN/SAC no mentioned against the line items in the RFQ are indicative only.	For and On behalf of BHEL. BHASKER REDDY K Control Equipment
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Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
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RFQ NUMBER:
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(for all correspondence)

Purchase Executive : BHASKER REDDY K
Phone : 080-26998080
Fax :
E-mail: bhaskerkasireddy@bhel.in

- 1.
- 2.

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For and On behalf of BHEL.

BHASKER REDDY K
Control Equipment

COMMERCIAL BID

Parent department: CE-MM, EDN, BHEL, BANGALORE		RFQ/NIT/Enquiry no.	KBRE000038	
Tender floated through NIC e-Procurement system Website - https://eprocurebhel.co.in/nicgep/app . Vendor to submit offer only through NIC e-Procurement system.				
Description :		Bidder Name:		
Profibus items for NTPC-Khurja				
Sr. No	DESCRIPTION	Details	Bidder's Response	Remarks if any
1	Price Basis	Prices will remain firm, till the completion of supplies against the purchase orders.		
2	Terms of Delivery	DDL, BHEL EDN, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges)/ FCA to International Airport (Airport name to be indicated)		
3	Delivery Period	As per the delivery schedule (Attached)		
4	Evaluation of L1 vendor	Evaluation will be done on lumpsum lowest bidder will be considered for ordering. L1 bidder has to submit price break up during evaluation.		
5	Payment Term	100% within 45 days from the date of receipt of material at BHEL EDN Stores		
6	Penalty for delay in delivery	Supply: Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%.		
7	Loading towards Deviations	For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.		
8	Other terms & conditions	For detailed Terms and Conditions, kindly refer to the following:A: INSTRUCTIONS TO BIDDERS/SELLERS(Doc No :BHEL:EDN:ITB-SHOP) available at www.edn.bhel.com (RFQ-PO Terms & Conditions)B: GENERAL CONDITIONS OF CONTRACT FOR PURCHASE(Doc no :BHEL:EDN:GCC-SHOP)available at www.edn.bhel.com (RFQ-PO Terms & Conditions)		
9	Validity	Quotation should remain valid for a period of 90 days from the due date.		
10	Declaration for GFR 2017 Rule 144(Xi)	Declaration to be uploaded (Format attached)		
11	Declaration for Make in India	Declaration to be uploaded (Format attached), Local content percentage to be mentioned		
12	Reverse Auction	Applicable "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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."		
13	Cartel declaration	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or on-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, suitable action shall be taken by BHEL as per extant policies/ guidelines.		
14	Inspection	Applicable as per Clause No. 5 of PS4152395		
15	Warranty	The offered items/integrated system shall be under warranty for a period of 12 months from the date of commissioning OR 24 months from the date of supply whichever is earlier.		
16	Integrity Pact	Applicable		

COMMERCIAL BID

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Description : Profibus items for NTPC-Khurja		Bidder Name:		
Sr. No	DESCRIPTION	Details	Bidder's Response	Remarks if any
17	No Deviation	We hereby confirm that all the terms & conditions of tender are accepted without any deviation and any . Any additional commercial term or deviation in commercial term mentioned anywhere else shall be ignored and not be considered for evaluation		
20	Documents for bill processing	<p>Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be submitted to Purchase Officer directly on below address for bill processing - BHASKER REDDY K MANAGER /CE-MM, NEB 2ND FLOOR, BHEL-EDN, BANGALORE - 560026, KARNATAKA CONTACT: 080 26998080</p> <p>If documents are Digitally Signed by Authorized Signatory, submission of Hard copy of document is not required. However digitally signed soft copy of complete set of documents to be sent to below email IDs, bhaskerkasireddy@bhel.in and kanimozhid@bhel.in</p> <p>Depending upon the PO, despatch documents may include one or more documents from the following:</p> <ol style="list-style-type: none"> 1. Invoice for payment (original) 2. Invoice for payment (extra copy) 3. Packing list mentioned items in each box number 4. LR Copy 5. Warranty certificate 6. PBG if applicable as per PO 7. Copy of UDYAM certificate for considering MSE, if applicable <p>The precise list of despatch documents needed for the project will be specified in the Purchase Order.</p> <p>One set of Invoice, Packing List and L/R or AWB shall be e-mailed/faxed immediately to BHEL-EDN after despatch.</p>		
		<p>Foreign supplier shall provide the following documents at the time of submission of offer :-</p> <ol style="list-style-type: none"> 1. No Business connection in India declaration issued by the seller as per the format specified 2. a. No permanent establishment in India declaration issued by the seller as per the format specified. <ol style="list-style-type: none"> b. Tax residency certificate issued by the seller's tax authority c. Form 10F issued by the supplier 3. In case seller has Business connection in India as per Section 9 of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the Seller' country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax. 		

COMMERCIAL BID

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Description : Profibus items for NTPC-Khurja		Bidder Name:		
Sr. No	DESCRIPTION	Details	Bidder's Response	Remarks if any
	Note	<p>(1) Any tender condition does not prohibit any bidder to submit their offer along with clause wise deviation from the specification/commercial terms of tender. Changes, if any, in technical specification / Scope etc shall be informed to participating bidders only.</p> <p>(2) Any additional commercial term or deviation in commercial term, if sought by vendor, should be clearly brought out in this commercial bid document. Any additional commercial term or deviation in commercial term mentioned anywhere else shall be ignored and not be considered for evaluation</p> <p>(3) Any technical or commercial clarification for this tender can be raised within one week of floating tender. No clarification will be entertained by BHEL after given cutoff date.</p> <p>Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below: bhaskerkasireddy@bhel.in & kanimozhid@bhel.in</p> <p>(4) The evaluation currency for this tender shall be INR.</p> <p>(5) Provision of Tax Collected at Source (TCS) is applicable for this tender</p> <p>(6) For the purpose of availment of GST amount as Input Tax Credit (ITC), time limits are mentioned and as of now it is September of the subsequent Financial Year. If complete set of invoice and other supporting billign document required as per PO is not submitted to concerned Purchase Officer at least 45 days prior to this cut-off date, BHEL will not be able to avail Input Tax Credit and hence corresponding GST amount will not be paid to the vendor / contractor.</p>		

DELIVERY SCHEDULE FOR PROFIBUS ITEMS

Sl.No	Lot	Material Codes	WBS	Purchase spec Reference	Description	Delivery Requirement	Bidder's Response
1	Lot-1	SN0659420090	CE/1616-SH1-58-01	Pg:19-Sub Sec EC, Table 1 Sl.Nos. A+ B + F	Profibus items for NTPC Khurja as per PS4152395 for Unit#1 + Common +Spares +Services+ 25% of Mandatory Spares	15.12.2022	
2		SN0659420139	CE/1616-SSC-58-90				
3	Lot-2	SN0659420104	CE/1616-SH2-58-01	Pg:19-Sub Sec EC, Table 1 Sl.No. C	Profibus items for NTPC Khurja as per PS4152395 for Unit#2 +Spares +Services	15.05.2023	
4	Lot-3	SN0659420112	CE/1616-SH1-58-03	Pg:19-Sub Sec EC, Table 1 Sl.No. D + E	Offsite (CPU & AC&Vent) + Spares + Services	15.05.2023	
5	Lot-4	SN0659420120	CE/1616-SSC-58-90	Pg:19-Sub Sec EC, Table 1 Sl.No. G	75% of Mandatory Spares	15.10.2023	



**PURCHASE SPECIFICATION FOR PROFIBUS
SYSTEM FOR KHURJA STPP 2X660 MW
PROJECT**

PS/415/2395

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***TECHNICAL SPECIFICATION
FOR
FIELDBUS (PROFIBUS) SYSTEM
For KHURJA 2X660 MW***

**TITLE
PURCHASE SPECIFICATION FOR
PROFIBUS SYSTEM FOR KHURJA STPP
2X660 MW PROJECT**

Dept
Code
415

DRN.

NAME

SIGN

Date

PRPD.

KKJ/VP

--sd--

15.06.2022

CHKD.

BR

--sd--

15.06.2022

APPD.

DD

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15.06.2022



PURCHASE SPECIFICATION FOR PROFIBUS
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REVISION HISTORY SHEET

Rev No	Date	Nature of change	Reason	Prepared By	Checked By	Approved By
00	15.06.2022	First issue	-	KAMLESH Kr JAIN/ V.PRIYADHARSINI	B.RAMANI	D.DAS

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SECTION A:

GENERAL INSTRUCTIONS TO BIDDERS

1. All required documents against this Tender/Specification shall be submitted in English only.
2. **Introduction:** Bidders are required to offer the Profibus components as detailed in this specification for Thermal Power Plant applications.
3. In order to accept the Technical offers / proposals from Bidders for the contract in this Specification (refer Sections C for Scope & Section D for technical spec and section E for BOQ/Pricing sheet), certain Pre-qualification criteria are required to be met by Bidder (refer section B)
4. Pre-qualification requirements (PQR) are clearly mentioned in Section-A of this Specification. Bidder to read the same carefully and submit the details required for BHEL's acceptance separately.
5. In case Bidder does not meet Pre-qualification requirements, their offer will be summarily rejected and Bidder's Technical offers will not be evaluated.
6. **Evaluation methodology:**
 - a) BHEL shall initially open Bidder's PQR documents only as per Section-B of this specification for review & acceptance.
 - b) Only after acceptance of PQR reference documents, BHEL shall open Bidder's technical offers for evaluation.
 - c) In the event of acceptance of Bidder's technical offers, the names of such Bidders along with details provided by them for PQR and details of technical offers, shall be submitted to End users / customers for their acceptance / approval. Commercial bids of only accepted / approved Bidders by End users / Customers shall be considered by BHEL for further processing.
7. Bidders are required to submit offers as detailed below:
 - a) Documents pertaining to Pre-Qualification requirement (Section B of this Specification) shall be in a separate cover / soft-folder with reference no. "PS/415/2395/PQR Section B" marked on it.
 - b) Technical offers/proposals for this contract, whose requirements are mentioned in Sections C and D & Section E will be submitted in separate cover / soft-folder with reference "PS/415/2395/ Section C & D", "PS/415/2395/ Section E" marked on it respectively.
8. Whenever required during evaluation of PQR and Technical offers/bids, vendor is required to be present at BHEL Electronic Division, Bangalore, for discussions. Further in the event of order, during approval of the vendor documents by End users/Customers, If needed vendor shall accompany BHEL representative for discussions.

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SECTION B:

PRE-QUALIFICATION REQUIREMENTS

1. Bidder shall be the OEM of the Profibus components as detailed in this specification or authorized manufacturer/dealer of OEM in India. If Bidder is not an Original Equipment Manufacturer (OEM), then Bidder to include Authorization letter from OEM for Design, Engineering, Assembly, Testing, supply, and Servicing of the offered products. This Authorization letter provided by OEM to Bidder shall indicate the Type and Duration of the agreement. Such authorized agents shall be legally registered in India for carrying out above activities. They have to mention clearly in the bidding as Non-OEM & OEM name to be indicated by providing above information. Submit Reference List of Projects wherein offered profibus components are supplied & commissioned as integrated system.
2. Bidders should note that the offered systems should have been supplied and installed for Power plant/process based industry applications.
3. Reports on successful erection & commissioning like end user certificates from customer with plant address, designation of the customer & contact details etc. for the completed jobs.
4. OEM shall furnish an undertaking that in case of change of Indian representative / agent, OEM shall continue to support supplies w.r.t to service and supply of spare parts.
5. Bidders who are making the offer for this tender shall have authorized representatives in India for support related to documentation, Erection, Commissioning, Technical services as mentioned under Section E, Subsection EB (TS-A, TS-B, TS-C) & any other co-ordination work required.
6. In case of rejection during usage of item in production, supplier shall support for replacement at BHEL EDN and in failure analysis in case of quality issues at their own cost within 2 weeks from date of intimation or mutually agreed period.
7. If the bidder is supplying for the first time to BHEL then Bidder should have successfully obtained sample evaluation and acceptance by BHEL-EDN for the item quoted as per BHEL specifications/requirements, before submission of bid. Samples shall be provided to BHEL, 14 working days prior to bid opening date.
8. If the bidder has supplied the offered make and model earlier to BHEL for minimum 01 such PO then purchase order copies along with invoices and delivery challans, (not older than 3 years as on the date of bid opening) for the offered / similar item to be submitted to BHEL.
9. Submit Unpriced Purchase Order copies for executed projects.
10. Name & registered address of the Indian branch office or Indian representative for support of sales service, with Organization chart.

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SYSTEM FOR KHURJA STPP 2X660 MW PROJECT

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11. Bidder shall have facility in India for Engineering activities, preparation of Documents, trouble shooting and calibration of the system. Submit these details.

Important note: In case Bidder does not submit details mentioned in above clauses or meet the requirements of Pre-qualification requirements, offers will be summarily rejected and Bidder's Technical offers/proposals will not be evaluated.

Bidder has to submit PQR checklist / tabulation sheet mentioning the page numbers / references from their submitted offer against Section-B

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SECTION C

SCOPE OF SUPPLY

This technical specification is bifurcated in two broad sections; one is the “Product Section” defined in Section E as EA and “Service Section” defined in Section E as EB respectively. Detailed BOQ is specified in Section E sub section EA under Annexure I and Annexure II for material supply and in section E sub section EB for Technical services & Training. Annexure III details the Exclusion scope.

The scope includes Design, Engineering, Manufacturing, Testing of various components at vendor works. These items shall be mounted in BHEL-DCS panel. Vendor to provide supervision during engineering, testing, Erection and Commissioning, site acceptance of integrated Test (SAT) and protocol signing with end customer.

Any product or service not included in above referred section/spec however required for completeness of the system has to be included by vendor. It is the responsibility of the vendor to ensure that all the components other than those mentioned in **Annexure –III (Exclusion)** are considered in the offer to make the system complete.

General Conditions.

1. In case of any query on the Technical matter w.r.t. BHEL Specification, Bidder shall contact BHEL, within 1 week of receipt of Enquiry for seeking clarifications. This shall not be used for seeking bid submission due date extension. No query shall be entertained, after Bid submission completion.
2. In Annexure-I, BHEL has proposed the grouping of JBs/Segments and DP devices per profibus master for Unit1, Unit2 and common System for Khurja 2x660 MW. Vendor can propose changes to these groupings, if any, because of system limitations/design and propose the system accordingly after discussion with BHEL as per clause 1 above.
3. Offers with incomplete information will not be considered for evaluation and are likely to be rejected outright without any further interaction with the Bidder.
4. After Bid submission, in case Bidder proposes unsolicited tender modifications such as typographical mistakes etc., such modifications will not be considered for evaluation.
5. Superior technical features proposed, if any, by the Bidder over & above BHEL enquiry specification requirements shall not be given any special preference w.r.t. price, delivery and comparison with other Bidders.
6. **No Deviations are permissible. Any deviations proposed by the bidder, shall be considered withdrawn, without claiming any commercial implications.**
7. In case of contradiction, between any specification, vendor shall bring to BHEL’s notice and BHEL’s decision in this regard shall be final and binding. In the event of conflict, most stringent requirements shall be followed in general.



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8. Vendor shall give clause wise compliance to all the clauses of this main specification along with sub-specifications for individual items. Otherwise it is presumed that supplier is fully complying with the specifications. Deviations/clarifications are not allowed after placement of P.O. (Purchase Order).
9. If any defect in the material is found out at any stage i.e during manufacturing process, transportation activities etc, Vendor is sole responsible for the replacement within 2 weeks from date of intimation or mutually agreed period.
10. Vendor to consider multiple site-visits for Erection supervision and commissioning for each unit based on site readiness/customer requirements for the offered package on lump sum basis. Due to urgency of a Unit, if the material supplied for one project is utilized in another project the terms and condition for warranty of Goods and services as mentioned in this specification will remain unchanged and shall be applicable to Unit under execution.
11. Vendor to provide Unit price of each item/component supplied separately. In case BHEL needs components, in future, envisaged over and above the quantities arrived at as per Section E, spares and mandatory spares, BHEL can order the same. These items may be ordered separately over a period of 1 year based on the price offered with this PO.



SECTION D

TECHNICAL REQUIREMENTS

1 GENERAL

The FIELDBUS (PROFIBUS PA protocol) based I/O modules of proven technology PROFIBUS PA protocol complying to IEC 61158 to be supplied by the vendor. This includes all remote I/O modules, power supplies, communication module, housing for remote I/O modules, cables to connect to BHEL DCS system which will be working as MASTER in the configuration including diagnostic software and any other component, modules etc. not specifically mentioned but required to make the system complete for meeting the requirements specified here in.

The proposed items shall be installed in Safe Zone of power plants for which BHEL is supplying main control system.

2. FIELDBUS (PROFIBUS) I/O SYSTEM TECHNICAL DETAILS

This specification covers broadly the requirement of FIELDBUS (PROFIBUS) based system component / modules with any 6/8/12/16 -Segment Motherboard, segment protector, Advanced Diagnostic Module, Fieldbus Power Hub, Gateway Motherboard, Gateway Module, Link cable between gateway motherboard and Power Hub motherboard., Surge Protector with base for field and control room, Stainless Steel(SS) JB along with Segment Protector mounted inside, Software user interface for Advanced Diagnostic Modules, configuration PC (Laptop) and if any other component, not specifically mentioned but, required to make the system complete have to be included by vendor in its offer. It is the responsibility of the vendor to ensure that all the components other than those mentioned in Annexure –III (Exclusion) are considered in the offer to make the system complete.

System shall be capable to acquire signals from PA device like Pressure transmitted, Diff Pressure Transmitter, Temperature Transmitter, Flow Transmitter etc. **Number of PA cards should not exceed more than 4 per set.** Details of total signals are attached in Section E in Annexure-I & Annexure II

These signals to be acquired using 6/8/12/16 channel input devices / Multiplexers housed in a control panel located in control room. All these system components shall have operating Temperature range from 0 – 70 Deg C. Signals from field shall be terminated in filed junction box. Other Communication components shall be housed in a control panel located in control room. All these Control room components shall have operating Temperature range from 0 – 60 Deg C or better. All Gateways, Power supplies, Power conditioners, diagnostic module, surge suppressors etc. shall be DIN rail mountable.

The proposed items will be connected to BHEL’s controller as master through interface module located in main control room. All communication cable from field and control room mounted panels are in the scope of BHEL however the vendor shall supervise the

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engineering of cabling and proper distribution to meet the intent of specification requirement.

3. SYSTEM REQUIREMENT

Offered system shall be of latest proven technology. List of Individual components forming the whole system should be furnished. All field mounted components in the offered system shall meet following requirements, as minimum

- I) Field Instruments: PT, DPT, TT, FT
- II) Operating Temperature**: 0- 70 Deg C (continuous operation)
- III) Diagnostics: Wire Break monitoring, Power supply healthiness etc.
- IV) Mounting: DIN Rail Mounting
- V) Accessories: All required Accessories to make the system complete, shall be provided
- VI) EMC: EN61326 Standard.

** Control room mounted equipment shall be suitable for operating temperature up to 60 Deg C. (continuous operation).

Vendor to provide Fieldbus devices specifications (maximum current drawn from bus, block execution speeds, power conditioner suitable for field barrier, etc.) & length of segments.

Vendor to provide all standard functional blocks for all FIELDBUS (PROFIBUS) devices as per latest FIELDBUS (PROFIBUS) version and standard guidelines for engineering by purchaser. Fieldbus components including power supply, terminators, isolators, etc. provided by vendor shall comply to IEC 61158 and other standard Fieldbus guidelines.

Redundant host/ master card and redundant power supply along with advance diagnostic module shall be provided. All required libraries to execute various tasks like data acquisition, control/protection etc. shall be provided.

4. Profibus Stainless Steel JB with Field Items

- I) Material of JB: SS316L, Thickness of material: 1.5mm
- II) Protection Class: IP66 or better
- III) Type of JB: Standard Hinge type with lockable door on front side.
- IV) SS TAG plate fitted on the door with Tag names engraved (It is the responsibility of the bidder to obtain Tag names from Purchaser before Manufacturing)
- V) JB: Profibus Segment protectors (suitable for connecting upto 16 devices- 6/8/12/16 channel), Profibus Surge protector, Profibus terminator, other accessories as required by vendor for system completion.
- VI) Glands & Plugs: Suitable SS glands and Blind Plugs to be provided in JB. (Additionally Blind Plugs to be provided loose on over-all basis, Qty shall be 20% of total mounted cable gland)



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- VII) Junction Box to be complete with all the materials mounted in the JB and internal wirings done of the materials fitted

5. QUALITY REQUIREMENT

The items covered under this specification shall be subject to Bidder/Vendor's Quality Plan to be approved by M/s BHEL/ End user before start of manufacture. To ensure that quality is in-built in each equipment the Quality Assurance System manual & Quality Plan indicating the system followed by the vendor shall be submitted to purchaser for his review along with the offer.

The Bidder/vendor shall give at least 15 days written advance notice to purchaser for witnessing the tests/inspection at various stages. The expenses for all such test/inspection shall be to Manufacturer's account except for the expenses of purchaser's representatives witnessing the test. The purchaser shall attend such test/inspection or advice that the manufacturer may proceed with the test, which shall be deemed to have in purchaser's presence and shall furnish relevant test result and test certificates to the purchaser for his review who will then issue Material Dispatch Clearance Certificate (MDCC) enabling Bidder to dispatch the equipment.

6. (6.1) TYPE TEST REQUIREMENT:

The Bidder/Vendor shall give the type test report for the offered items and the test requirement shall cover CMRR, NMRR Verification. Submission of type test results and certificate shall be acceptable provided.

- i) The same has been carried out by the Bidder/Vendor on exactly the same model / rating of equipment.
- ii) There has been no change in the components from the offered equipment & tested equipment.
- iii) The test has been carried out as per the latest standards along with amendments as on the date of Bid opening.

(6.2) SPECIAL REQUIREMENT FOR SOLID STATE EQUIPMENTS/ SYSTEMS

The minimum type test reports, which are to be submitted for each of the major C&I systems shall be as indicated below:

- i) Surge Withstand Capability (SWC) for Solid State Equipment Systems
All solid state systems/equipment shall be able to withstand the electrical noise and surges as encountered in actual service conditions and inherent in a power plant. All the solid state systems/equipment shall be provided with all required protections that needs the surge withstand capability as defined in ANSI 37.90.1/ IEEE-472. Hence, all front end cards which receive external signals like Analog input & output modules, Binary input & output modules etc. including power supply, data highway data links shall be provided with protections that meets the surge withstand capability as defined in ANSI 37.90.1/ IEEE-472. Complete details of the features incorporated in electronics systems to meet this requirement, the

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relevant tests carried out, the test certificates etc. shall be submitted along with the proposal.

As an alternative to above, suitable class of EN 61000-4-12 which is equivalent to ANSI /37.90.1/IEEE-472 may also be adopted for SWC test.

- ii) Dry Heat test as per IEC-68-2-2 or equivalent.
- iii) Damp Heat test as per IEC-68-2-3 or equivalent.
- iv) Vibration test as per IEC-68-2-6 or equivalent.
- v) Electrostatic discharge tests as per EN 61000-4-2 or equivalent.
- vi) Radio frequency immunity test as per EN 61000-4-6 or equivalent.
- vii) Electromagnetic Field immunity as per EN 61000-4-3 or equivalent.

Test listed at item no. v, vi, vii, above are applicable for electronic cards only as defined under Item(i) above.

Note: If Type Tests and other tests (as specified under 6.1 and 6.2) have been conducted with reference to standards different than what have been specified in the specification, then Bidder/vendor to clearly indicate these specifications with equivalent specifications in the offer.

7. CONFIGURATION & DIAGNOSTIC SOFTWARE

All software required for configuration of the offered FIELDBUS (PROFIBUS) system shall be considered and offered. Similarly, software for Diagnostics /Troubleshooting is also to be part of offer. Any license, if required, to be considered on Project/Site basis and not on Unit basis. System Configuration PC (Laptop) required to load this software will be provided by purchaser. Configuration of PC (Laptop) shall be carried out by vendors with latest configuration software with all the required basic software/operating system. All this software along-with necessary Device Description files to be supplied in CD or any other storage media only, even though it may be available in Supplier's Web Site or otherwise. Any cable required for communication during configuration also be considered in the offer.

Supplier to provide all necessary technical support to establish communication between the offered system and BHEL's control system during FAT at purchased works and during commissioning at project site. Any software OR Configuration file etc. required establishing meaningful communication shall be part of the Vendor's offered system

8. Authorizations from OEM:

An authorization letter shall be provided by the Original Equipment Manufacturer (OEM) for the following with reference to RFQ:

- i) Sales and post sales service by the reseller / system integrators.
- ii) Quoted Bill of Material (BOM) should be brand new sourced from OEM. (Refurbished products either from OEM or from third party are not acceptable.)
- iii) None of the product / component is reached End of Sale / Support till 5 Years from tender enquiry date. This should be explicitly mentioned in the letter.



Test certificates with serial numbers from OEM along with delivery:

Test certificates with serial numbers shall be provided from the respective OEMs for the healthiness of the products.

9. WARRANTY

The offered items/integrated system shall be under warranty for a period of 12 months from the date of commissioning OR 24 months from the date of supply whichever is earlier. Equipment will be at BHEL/EDN for a period of two/three months for configuration and project engineering/demonstration to end customer. Subsequently it will be sent to Khurja project as mentioned in Annexure-I & Annexure II

10. DOCUMENTATION

1. Documents to be furnished along-with offer (1 set)
 - Technical write-up(functional)
 - Technical literature/catalog of each component
 - Configuration drawing/Segment design including power supply and monitoring scheme.
 - Detailed bill of material with make & model
 - Data sheet of each component offered
 - Clause-wise confirmation/deviation list
 - Reference List/Operating experience
 - Quality Plan
 - List of Software to be supplied
 - Calculation considering various distances between different components.
 - Clear list of items/software etc. NOT CONSIDERED but required to complete the system
2. Documents to be furnished after placement of order
(for Approval by BHEL/ End User- 2 sets hardcopies + soft copy in PDF format) Technical write-up(functional)
 - Technical literature/catalog of each component
 - Configuration drawing/segment design
 - Detailed bill of material with make & model
 - Data sheet
 - Quality Plan
 - List of Software to be supplied
 - Type test reports for the Tests mentioned under clause 6.0
3. Documents to be furnished before dispatch for review/ acceptance by M/s BHEL/End user (2 sets hardcopies + soft copy in .PDF format)
 - Visual/ Dimensional Test report
 - Calibration report

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- Test Report/Certificate/Type test reports

4. Final Operation & Maintenance Manual (O&M Manual) shall contain minimum of following:

- Technical write-up(functional)
- Technical literature/catalog of each component
- Configuration drawing/segment design
- Detailed bill of material with make & model
- Data sheet
- Schematic diagram/Loop diagram including Termination details
- Details of Software being supplied
- Trouble shooting procedure and Maintenance guidelines
- O&M Manuals to be submitted at the Time of Dispatch. (2 sets hardcopies + 1 soft copy in .PDF format)

11. SPARE REQUIREMENT

- 1 Offered items shall be expandable. Various in-built spare capacity shall be calculated based on requirement in Annexure-I and Annexure II
20 % Over and above the engineered quantities for all components arrived at based on the input information as mentioned in Annexure-I & Annexure II and as per the scope envisaged in this specification.

2 Mandatory Spare quantities

Apart from the required qty as indicated in above point I, for all items of Fieldbus system (including field accessories) following mandatory spares to be supplied:

- I. *20% or 2 Nos. of each type, model and rating whichever is more subject to maximum of 40 Nos of each type.*

NOTE: All mandatory spares items shall be quoted with Unit price along with required quantities, as per spec.



SECTION E

BOQ & PRICING SHEET

Sub Section: EA - BOQ-Goods

Total quantity for contract shall be as defined under following table. Details pertaining to SI no 01 to 03 are covered under Annexure I and details for 04 and 05 shall be covered under annexure II.

S. No	Project	Main Unit Qty	Spares for Main Order	Mandatory Spares	Technical Service
1	Khurja Unit1	To be calculated as per Annexure-I	As per Section D, clause 11	As per Section D, clause 11 Point2 of this Tech Spec	As per Section E, EB of this Tech Spec
2	Common System	To be calculated as per Annexure-I	Point1 of this Tech Spec		
3	Khurja Unit 2	To be calculated as per Annexure-I	As per Section D, clause 11 Point1 of this Tech Spec		
4	Khurja CPU	To be calculated as per Annexure-II	As per Section D, clause 11 Point1 of this Tech Spec		
5	Khurja AC & Vent	To be calculated as per Annexure-II	As per Section D, clause 11 Point1 of this Tech Spec		

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Annexure I

KHURJA PROFIBUS

**2 SETS REQUIRED- ONE FOR EACH UNIT PACKAGE
PER UNIT REQUIREMENT (FG1 TO FG14)**

PACKAGE	Total No of JBs (Actual)	16-chnl JB	12-chnl JB	6/8 chnl JB	DP Master	No of DPs per master	DPs
FG-1 (unitized)	13	1	5		Master-1	1	DP-08
		1	6		Master-2	0	
FG-2 (unitized)	15	2	7		Master-1	1	DP-05
			3	3	Master-2	0	
FG-3 (unitized)	15	1	5		Master-1	1	DP-06
		1	7	1	Master-2	0	
FG-4 (unitized)	16	1	5		Master-1	1	DP-07
		1	7	2	Master-2	1	DP-18
FG-5 (unitized)	15		1	8	Master-1	1	DP-09
			3	3	Master-2	1	DP-10
FG-6 (unitized)	15		1	8	Master-1	1	DP-20
			3	3	Master-2	1	DP-11
FG-7 (unitized)	9		4	2	Master-1	1	DP-04
			2	1	Master-2	2	DP-02 DP-03
FG-8 (unitized)	18		3	6	Master-1	1	DP-12
			3	6	Master-2	2	DP-16 DP-17
FG-9 (unitized)	4	1	3		Master-1	2	DP-01 DP-13
FG-10 (unitized)	9			4	Master-1	0	
			1	4	Master-2	1	DP-14
FG-11 (unitized)	18	1	8		Master-1	1	TG DP1
		1	8		Master-2	0	
FG-12 (unitized)	12		6		Master-1	1	TG DP2
		1	4	1	Master-2	0	

1 SET REQUIRED (REQUIREMENT FOR COMMON SYSTEM – FG15)

FG-15 (common)	2			2	Master-1	2	DP-15 DP-19
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Annexure II

KHURJA PROFIBUS

1 SET REQUIRED (OFFSITE PACKAGES)

PACKAGE	Total No of JBs (Actual)	16-chnl JB	12-chnl JB	6/8 chnl JB	DP Master	No of DPs per master	DPs
AC&VENT- SERVICE BUILDING (AC)	17	1	3	2	Master-1	0	
		1	3	2	Master-2	0	
		1	4		Master-3	0	
AC&VENT-MAIN PLANT BUILDING (AC)	8	1	4	3	Master-1	0	
AC&VENT- VENTILATION SYSTEM	10		2	3	Master-1	0	
			2	3	Master-2	0	
CPU (REGENERATIO N)	16	1	8		Master-1	0	
			2	5	Master-2	0	
CPU (SV-1)	16	1	7	2	Master-1	0	
		1	3	2	Master-2	0	
CPU (SV-2)	16	1	7	2	Master-1	0	
		1	3	2	Master-2	0	

- Note:** 1. All components to be calculated based on the number of devices
2. Number of PA cards should not exceed more than 4 per set.

Sub Section EB - BOQ-Services (Technical services & Training)

1. Technical services:

TS-A	Technical Services to be provided at BHEL/EDN, Bangalore.
TS-B	Technical Services to be provided at Khurja Super Thermal Power Project (located in Bulandshahar district of Uttar Pradesh) as per Annexure-I & Annexure II

NOTE: All Technical services shall be quoted with per unit separate Lump-sum price in the offer.

2) Vendor has to depute their Engineer to BHEL-EDN during detailed engineering & FAT to establish communication with Host DCS system etc. Vendor to indicate per unit separate Lump-sum price for this activity in the offer as mentioned in above Table in point 1 as TS-A.

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3) Vendor has to depute their Engineer to Project site located for the subject project within India. Site visit should be inclusive of travel, stay and other expenses of vendor personnel. Vendor has to complete the activity by demonstration, documentation and making MOM with Customer / BHEL site Engineers. Vendor to indicate per unit separate Lump-sum price for this activity in the offer as mentioned in the offer as mentioned in above Table in point 1 as TS-B.

2. TRAINING (TS-C)

Pre-engineering: The Vendor shall provide training to employer's personnel/end user on following aspects of fieldbus (i) Hardware & Software features (ii) System design, diagnostic and testing (iii) maintenance, troubleshooting and fault analysis. This training shall be provided by certified training personnel of Profibus foundation and it shall be provided before approval of basic design and engineering document. This training shall be of one day for 10-15 engineers.

On Site: Vendor to provide Two days on-site training per unit to BHEL and End User's engineers on all aspects of the FIELDBUS (PROFIBUS) system being offered/supplied. Tentatively 10-15 Engineers will participate in this training. Training shall necessarily include Technical details of FIELDBUS (PROFIBUS) system, operating principle, system configuration supplied, system trouble-shooting and maintenance, as minimum requirement

Vendor to quote lumsum price for Training (TS-C)

NOTES:

- I. Vendor must furnish, all documents, in line with specification along with offer. Clause-wise specific acceptance/deviations shall be furnished. Deviations, if any, must be clearly brought out in offer. Failure to provide Clause-wise acceptance/deviations may result in Technical disqualification.
- II. It is the responsibility of vendor to check for completeness of the offered system. If any additional component/software etc. is required during Engineering/Testing/Erection & Commissioning, then same to be provided by the Vendor, other than those mentioned in exclusion scope list in **Annexure-III**, with NO EXTRA COST TO BHEL.
- III. Any clarification required from BHEL side may be obtained during offer stage only.



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Sub Section: EC - PRICING SHEET

Unpriced Offer to be submitted to BHEL as part of technical offer as per the following Pricing sheet, for each offered components.

1. Goods/Material Pricing sheet

SI.No.	Description	Material Code	QTY	Unit	Unit Price(INR)	Total Price(INR)
A.	Unit 1 & Spares Items as per Annexure I					
1 to n	Sub items					
B.	Common & Spares Items as per Annexure I					
1 to n	Sub items					
C.	Unit 2 & Spares Items as per Annexure I					
1 to n	Sub items					
D.	Main Item & spares as per Annexure II for AC & Vent					
1 to n	Sub items					
E	Main Item & spares as per Annexure II for CPU					
1 to n	Sub items					
F	25% of Mandatory Spares for Khurja as per Section D point no 11 clause2 and calculated on the qty arrived at as per Annexure I and II					
1 to n	Sub items					
G	75% of Mandatory Spares for Khurja as per Section D point no 11 clause2 and calculated on the qty arrived at as per Annexure I and II					
1 to n	Sub items					

2. Technical Service & Training Pricing Sheet.

Item	Description	Price (INR)
TS-A	Technical Services to be provided at BHEL/EDN, Bangalore.	
TS-B	Technical Services to be provided at Khurja Super Thermal Power Project (located in Bulandshahar district of Uttar Pradesh) as per Annexure-I & Annexure II	
TS-C	Training	

Note 1: - Unit rates quoted will be used for addition/deletion requirements raised during commissioning/detailed engineering of the system.

Note 2: - The above pricing sheet is only indicative and any other major components needed for the system shall be added and unit prices for the same to be given separately.



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ANNEXURE-III

EXCLUSION SCOPE

SLNO	DESCRIPTION	REMARKS
1	Fieldbus cable from field JB to field device.	
2	Cable between control room panel and field JB	
3	Cable between BHEL Master controller to DP/PA coupler.	
4	Profibus OLM - Multimode Glass Fiber	

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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	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (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: Bhasker Reddy K
Deptt: CE-MM (PURCHASE)
Address: BHEL- EDN, Bengaluru
Phone: 080 26998080 / 9705299862
Email: bhaskerkasireddy@bhel.in
Fax: _____

(2)

Name: Kanimozhi D
Deptt: CE-MM (PURCHASE)
Address: BHEL – EDN, Bengaluru
Phone: 080 26998842 / 9972060369
Email: kanimozhid@bhel.in
Fax: _____



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 _____

_____ (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.

A handwritten signature in blue ink is located in the bottom right corner of the page. The signature is stylized and appears to be a set of initials or a name.

- 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.

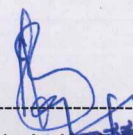
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At 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.

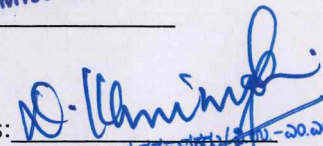
Section 10 - Other Provisions

- 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.



 For & On behalf of the Principal
 (Office Seal)
 ಭಾಸ್ಕರ ರೆಡ್ಡಿ ಕೆ. ಎಂ.ಎಂ.
 ಭಾಸ್ಕರ ರೆಡ್ಡಿ ಕೆ., MANAGER / CE - MM
 BHEL EDN, MYSURU ROAD, BENGALURU-560026

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

Witness: 
 (Name & Address)
 ಡಿ. ಕನಿಮೊಳಿ, ವರಿಸ್ಥ ಉಪ ಮಹಾಪ್ರದೇಶಕ/ಸಿ.ಇ.-ಇ.ಎಂ.
 D. KANIMOZHI, SR. DEPUTY GENERAL MANAGER/CE-MM
 BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Witness: _____
 (Name & Address) _____