

REQUEST FOR QUOTATION



BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

RFQ NUMBER:
SSMRC20020

RFQ DATE :
22.12.2022

MMI:PU:RF:003

(address for communication) :

(for all correspondence)

Purchase Executive : SANJOY SAM
Phone : 08026998055
Fax :
E-mail: sanjoy.sam@bhel.in

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	DV0688173315 IGBT 4500V 1200A * HSN/SAC : 8536 Test Certificate IGBT 4500V 1200A. PURCHASE SPECIFICATION: PS4062320	12,000	NO	12,000	21.12.2023

Total Number of Items - 1

- 1.
- 2.

TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

NOTES:

- This RFQ is governed by:
 - INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (**RFQ-PO Terms & Conditions**)
 - Any other specific Terms and Conditions mentioned.
 - 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.

SANJOY SAM
Sub-Assembly

1 OF 1



**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 *[Signature]*

PREPARED BY
K. Han
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

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

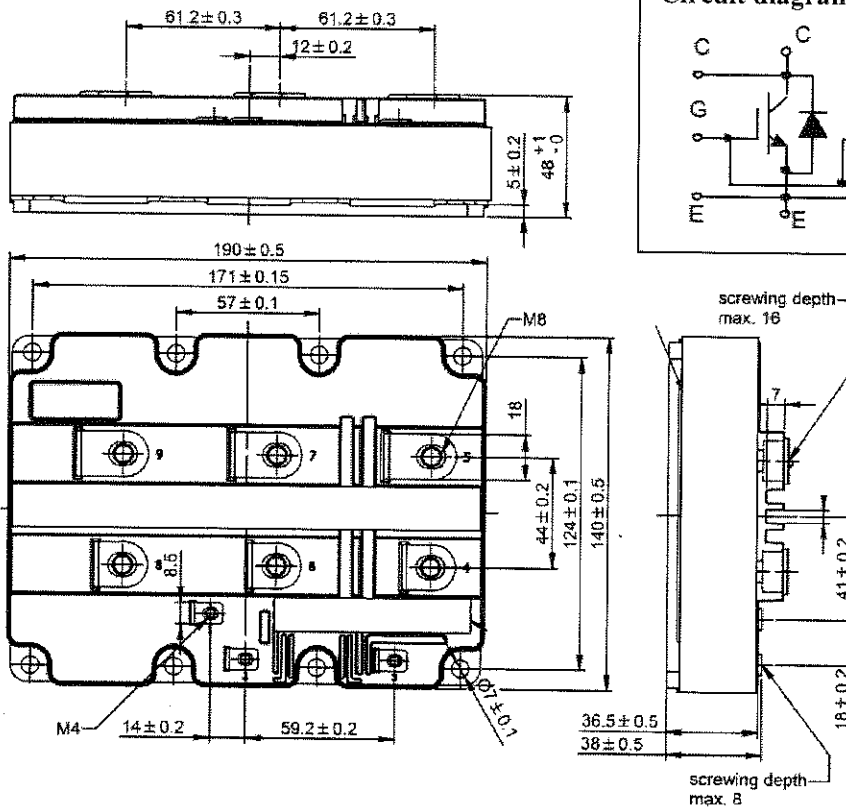
FOR 4.5kV 1200A IGBT

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---



EDN BANGALORE

**PRE QUALIFICATION CRITERIA (PQC)
FOR 4.5 kV 1200 A IGBT
GROUP: SUB ASSEMBLY ENGG**

Ref: 406/PQC/IGBT

REV NO 01

PAGE 01 OF 01

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1.0 PRE QUALIFICATION CRITERIA (PQC).

- 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.
- b) Offer shall be for new IGBT and not for any used or refurbished item.
- 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 which shall be suitable and approved for series production by Indian Railways for BHEL make propulsion system.
- 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.

2.0 Documents Submission

- a) Bidder to submit compliance to Purchase Specification no. PS 4062320 Rev No: 00 along with data sheet.

Vendors 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.

2.0 Reference Documents.

- a) Purchase Specification no. PS 4062320 Rev No: 00.

APPROVED BY

SADASHIVA ACHARY

PREPARED BY

T J GIRISH

ISSUED BY

SAE/406

DATE

24.03.2021

Rate Contract terms and conditions

1. This RFQ is for entering into Rate contract (RC) with BHEL for the tendered item. Validity of the RC will be 12 months from the award of rate contract (LOI). Firm orders will be placed during the tenure of rate contract. Prices will remain firm till the validity of RC or till the completion of supplies against the purchase orders placed against this rate contract whichever later. May please note that these quantities are projections based on the current business scenario and expected orders from customers. In the eventuality of business not coming through, BHEL is not obligated to exhaust the ordering of RC quantities.

2. Quantity indicated in the RFQ is tentative based on BHEL' S projected requirement over the next one year. Purchase orders shall be placed as and when actual requirements arise during the tenure of this rate contract.

3. BHEL reserves the right of postponement, rescheduling or staggering of delivery based on the BHEL project delivery Schedule.

4. 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.

5. PO shall be placed from time to time depending on actual requirement of BHEL during the tenure of the contract

6. Validity of the offer shall be for 90 days for issue of LOI.

7. In the event of not accepting for Rate contract terms, your offer will be liable for rejection.

8. If any conditions not acceptable shall be mentioned exclusively. Otherwise it will be treated as all conditions are acceptable to the bidder.

Annexure-I

Additional terms for Order Splitting

Order Splitting: BHEL reserve the right to Split the rate contract quantity in the ratio of 70:30 to L1, and L2 Bidders respectively subjected to L2 Bidder accept to supply as per L1 negotiated price. In case, L2 Bidder does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent Bidder's i.e. L3, L4, L5.... In case no subsequent Bidder accept to supply at L1 price, balance quantity will be ordered on L1 only. The decision of BHEL shall be final on this matter.

In case of single qualified bidder 100% quantity will be order on L1.

Annexure-II

Formula to incorporate Exchange rate variation clause (ERV):

Considering:

Rate quoted in INR in the offer is **A**

Exchange Rate of foreign currency to INR in the offer is **B**

Exchange rate of foreign currency to INR on part-I bid opening date is C

For calculation of comparison statement (CS) after price bid opening: Exchange rate of SBI card rate on the **date of Part-I Bid opening** will be considered.

1) Formula to derive unit rate in INR for comparison statement (CS) with ERV clause:

INR Rate = *Rate quoted in INR in the offer (A) X Exchange rate of foreign currency to INR on part-I bid opening date (C) / Exchange Rate of foreign currency to INR quoted in offer (B)*

2) After Ordering, formula to derive unit rate in INR for calculating Invoice value as per ERV clause:

Date of Invoice will be considered for rate of exchange as per SBI card rate. Suppose Exchange rate to INR of foreign currency on date of Invoice is **D ****.

INR rate = *Rate quoted in INR in the offer (A) X Exchange rate of foreign currency to INR on date of Invoice (D) / Exchange Rate of foreign currency to INR quoted in offer (B)*

(** In Case of delays deliveries, Exchange rate (SBI TT Selling rate) on actual delivery or Exchange rate (SBI TT Selling rate) on schedule delivery date, whichever is lower will be considered. In Case of deliveries before scheduled delivery date, Exchange rate (SBI TT Selling rate) on actual delivery date will be considered.

Delivery at EDN should happen within 10 days of Invoice, if delivery is delayed more than 10 days of invoice, exchange rate prevailing 10 days before actual delivery date will be considered)

Following are points to be noted before submitting your offer.

1) Important Notice: Our Terms and Conditions and Various loading factors are revised and please go through documents available at www.bheledn.com. Request you to go through before submitting quote.

a) INSTRUCTIONS TO BIDDERS/SELLERS (Doc No :BHEL:EDN:ITB-SHOP: Rev 03) available www.bhel.com (RFQ-PO Terms & Conditions) b) GENERAL CONDITIONS OF CONTRACT FOR PURCHASE (Doc no: BHEL: EDN: GCC-SHOP: Rev 01) available at www.bhel.com (https://web-edn.bhel.com/en_service/vendorinfo/Terms.pdf) c) Any other specific Terms and Conditions mentioned.

2) Bidders should mention GSTN number of the place of supply and HSN (Harmonized System of Nomenclature)/SAC (Services Accounting Code) number in the offer. In case both supply and service are involved, GSTN no of the place of supply for services shall also be mentioned separately in the offer if different.

3) This is TWO PART BID tender. BIDDERS are requested to send “Techno Commercial Bid” AND “Price BID” separately. For more details please refer point 2.b in attached RFQ Terms and conditions document

4) Penalty for delayed delivery is applicable for this Enquiry. If it is not mentioned explicitly it will be assumed as acceptance. 5)

5) Offers with ADVANCE PAYMENT are liable for rejection.

6) If only “Sight Draft” is mentioned it will be considered as “Sight Draft with 45 days”

7) In case of not interested in submitting quotation, please send the regret letter which is essential for our records.

8) Please indicate complete part number in your quotation and make, else your quotation might be rejected.

9) Please quote for our RFQ quantity and for MOQ (if any). Offers with high MOQ may not be accepted

10) Material has to be supplied in manufacturer’s pack in sealed condition (Refurbished/ pulled-out parts are not accepted)

11) Supplier should quote online. Quotation received in hardcopy will not be considered.

12) PURCHASE PREFERENCE FOR MSE VENDORS:

MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 25% of the requirement against this tender provided

1. The MSE vendor matches the L1 price.

2. L1 price is from a non MSE vendor.

3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).

4. 3% of the 25% will be earmarked for women owned MSEs.

5. 25% of the 25% (i.e., 6.25% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) & (2) are fulfilled.

6. In case where no SC/ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, the 6.25% of earmarked quantity for SC/ST owned MSE firms will be distributed among the other eligible MSE vendors who have participated in the tender.

7. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items/quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1. Such information that tendered quantity will not be split shall be indicated in the RFQ

13) PURCHASE PREFERENCE FOR MAKE IN INDIA VENDORS

Purchase preference for MII will be given to class –I Local supplier (Local content 50% and more). Please refer GOI circular No. P-45021/2/2017-PP (BE-II) dtd. 16/09/2020 for detail of purchase preference and eligibility for participating in this RFQ

For all correspondence, contact

Mr. Sanjoy Sam,
Phone 080 2699 8055,
E-mail: Sanjoy.sam@bhel.in

Purchase Qualification Criteria (PQC) RFQ No. : UO TE42242

Supplier Name :

PQC Criteria		
	Particulars	Bidder's Confirmation. Attach relevant documents wherever required. (YES/NO)
1	The bidder shall be an Original equipment Manufacturer (OEM) of IGBT OR Bidder authorized by OEM of IGBT to be supported with valid authorization letter from OEM for supplies to Indian Region.	
2	Offer shall be for new IGBT and not for any used or refurbished item.	
3.A	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 No. PS 4062320 Rev No: 00 dated 20.06.2019, which is approved for series production by Indian railways and also proven in BHEL make propulsion system.	
3.B	Bidders who are not meeting the criteria as in "3.A" above, will not qualify in techno commercial Bid (Part –I Bid) and their price Bid (Part II Bid) will not be opened. For such offers BHEL shall pre evaluate and approach RDSO/Indian Railways with details furnished by the bidder along with their offers for approval. The bidder shall also co-ordinate and provide all the necessary documents to Indian Railways /RDSO as required. These bidders will be considered only for a development order of 1 set = 80 Nos. of IGBTs. Bidder shall supply these IGBTs at L1 price as finalized in this tender. Further BHEL will take up with Indian Railways/ RDSO for evaluation and obtaining necessary approval for regular use in BHEL make propulsion system.	
4	Document Submission. a) Bidder to submit compliance to purchase Specification No. PS 4062320 Rev No: 00 dated 20.06.2019 along with data sheet. Bidder who are not meeting the criteria as mentioned in Point No. 3.A shall submit following documents. as in 3.A 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 BID
RFQ NO 'oU k#

SUPPLIER NAME:

	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

COMMERCIAL TERMS

RFQ No. : oU k#

Supplier Name :

Sl. No.	Particulars	Bidder's Confirmation Please indicate deviations, if any.
1	Currency of offer: Please specify the currency of your offer	
2.	Terms of Payment	
	i) For Foreign Bidders a. BHEL standard payment term is 100% sight draft with 45 days credit	Please confirm
	ii) For Indian Bidders BHEL standard payment term is 100% payment with 45 days credit,	Please confirm
3.	Terms of Delivery	
	i) For Foreign Bidders EXW(Location)/FCA (Name of Gate way Airport)/CIP Bangalore Airport	Please confirm
	ii) For Indian Bidders Door Delivery to BHEL Stores, Bangalore with Freight and Insurance paid	Please confirm
4.	Country of origin: Please specify country of origin.	Country of origin:
5.	Validity: Quotation should remain valid for 90 days from the RFQ due date.	Quotation Validity :

6.	Delivery Schedule required by BHEL: BHEL requires BEST delivery Schedule from the date of PO. If Staggered, Lot size & Delivery Schedule to mention.	Bidder delivery schedule :
7	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)%	Acceptable / Not Acceptable
8.	Price basis: Firm: For price quored other than INR For Price quoted in INR: Exchange rate Variation clause is applicable as per annexure II Price to be quoted per IGBT.	Please confirm Base Currecny: Exchange rate quoted:
9.	GFR Certificate attached: (Mandatory as per Annexure)	Please confirm
10.	MII certificate attached:	Please confirm
11.	Bank Account Details of Foreign suppliers	Provide Details
12.	Mention the Government E-Marketplace (GeM) Seller ID (Applicable for only INDIAN BIDDERS):	Provide Details

Place:

Date:

Signature of Tenderer with Seal

UNPRICED BID

RFQ No. : UO TE42242

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	12,000 Nos.	

Exchange Rate Variation clause is applicable as per annexure II (If quoted currency is INR)
Base Currency : Exchange Rate of Base currency quoted:

NOTE:

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

Place:

Date:

Signature of Tenderer with Seal

On Bidder Letter Head

Date:

To,

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

Sub: Model Clause / Certificate as per Annex-III (Tenders) of Restrictions Under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, Dated 23.07.2020.

Ref: BHEL Tender / RFQ / NIT Number

I (authorized signatory for M/s) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India , we certify that this bidder M/s[Vendor Name & address] is not from such a country or , if from such a country , has been registered with the competent authority . We hereby certify that we fulfill all requirements in this regard and is eligible to be considered [attach evidence of valid registration certificate with competent authority].

For M/s

Authorized Signatory
(With company seal & Name)

On Bidder Letter Head

Date:

To,

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

Sub: Model Clause / Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 13.06.2020.

Ref: BHEL Tender / RFQ / NIT Number

I..... (authorized signatory for M/s) a 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' (Tick appropriate option & cut the other one) and the Local Content percentage is

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

[Factory Address]

For M/s

Authorized Signatory
(with company seal & Name)

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

(Office Seal)

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place Bangalore

Date ಸಂಜಯ್ ಸಾಮ್, ಮೈಸೂರು/ಉಪ ಜಿಲ್ಲಾಕೆ-ಎಂ.ಎಂ.
संजय साम, प्रबंधक / सब असेंबली-एम.एम.
 SANJOY SAM, MANAGER / SUB ASSY-MM
 BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.(A Government of India undertaking)
Electronics Division PB 2606, Mysore Road Bangalore, 560026 INDIA

SPECIAL CONDITIONS OF CONTRACT

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: Shri Otem Dai IAS (Retd.) / Shri Bishwamitra Pandey, IRAS (Retd.)/ Shri Mukesh Mittal, IRS (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.

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):

Name : Sanjoy Sam	Name : Kanimozhi D
Department : SA-MM	Department : SA-MM
Address: : BHEL EDN, NEB 6 th Floor Mysore Road Bangalore 560026	Address: : BHEL EDN, NEB 6 th Floor Mysore Road Bangalore 560026
Phone : +91 8026998055/ 9538926220	Phone : +91 8026998842/ 9972060369
Email : sanjoy.sam@bhel.in	Email : kanimozhid@bhel.in
Fax: +91 80 26989228	Fax: +91 80 26989228