

REQUEST FOR QUOTATION



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

RFQ NUMBER:
BKSRC26017

RFQ DATE :
13.03.2026

MMI:PU:RF:003



1. This tender is floated for Rate Contract purpose for a period of 1 year.
2. Non-Local supplier whose local content is less than 20% are not eligible to participate in this tender.

(for all correspondence)
Purchase Executive : Bimal Kanta Sethi
Phone : 080 26998190
Fax :
E-mail: bksethi@bhel.in

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	DV0688170744 HEATSINK WATER COOLED * HSN/SAC : 7318 Mfr Part No.- X233539A Vendor - STRUKTON ROLLING STOCK BV Mfr Part No.- CAB LCP 283X21/267 Vendor - STRUKTON ROLLING STOCK BV Mfr Part No.- 461231-AKW-VBA-267-283-T3 Vendor - DAU GMBH & CO KG Mfr Part No.- CAB LCP 283X21/267,0340400010744 Vendor - Mecc.Al srl Mfr Part No.- TAPL-37.2019.169 Vendor - THERMOVAC AEROSPACE PVT LTD Mfr Part No.- X233539A Vendor - MERSEN INDIA PRIVATE LIMITED 100% visual inspection shall be carried out to rule out any surface defects.	4,500	NO	4,500	12.03.2027

Total Number of Items - 1

- 1.
- 2.

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

NOTES:

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

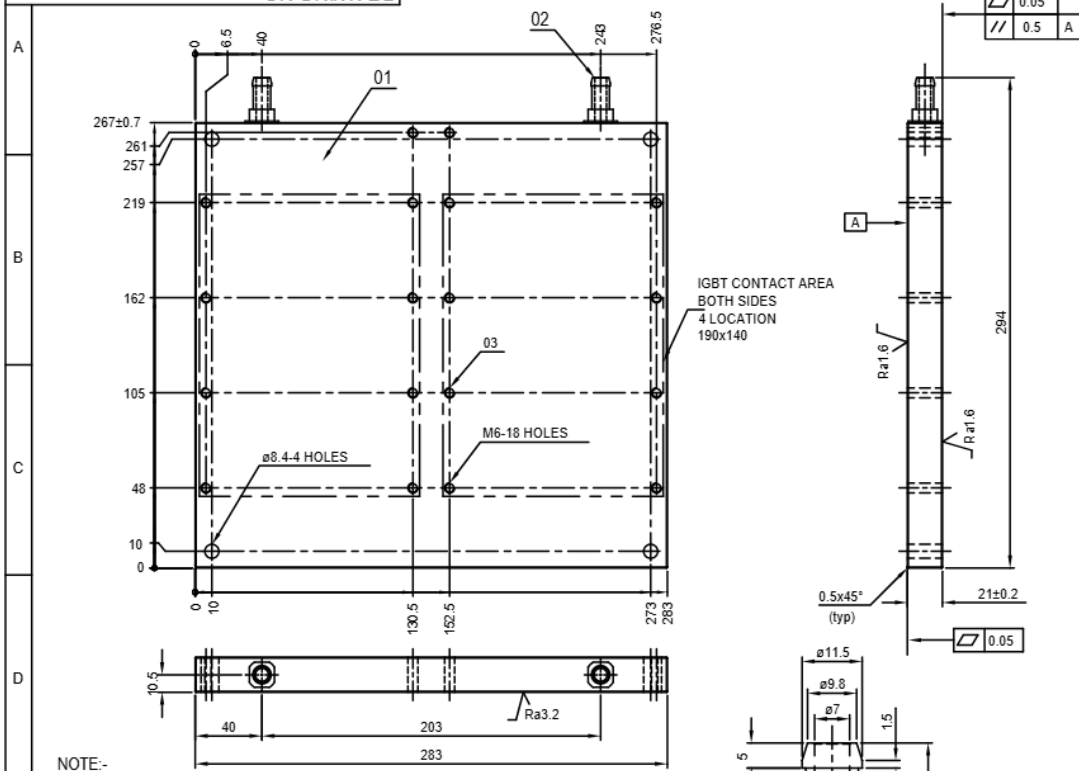
For and On behalf of BHEL.

Bimal Kanta Sethi
Sub-Assembly

3 688 17 10058

DRAWING NO.

COPYRIGHT AND CONFIDENTIAL
The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the Company



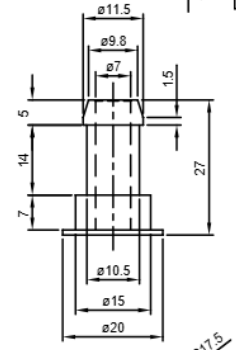
SL.NO	DESCRIPTION	SPECIFICATION
01**	THERMAL RESISTANCE (70% WATER WITH 30% GLYCOL) @ 10LPM @ 12LPM	BETWEEN INLET WATER TO MAX HEATSINK SURFACE TEMPERATURE FOR 4 IGBT's POWER LOSS AT 8.3KW <2.5°K/kW <2.3°K/kW
02	PRESSURE DROP @ 10LPM @ 12LPM	<750mBar <1100mBar
03	PRESSURE TIGHTNESS	5bar @ 1min
04	ALL THREADED HOLES SHALL HAVE HELICOL.	M6x3D
05	VIBRATION AND SHOCK	ACCORDING TO IEC 61373 CAT1, CLASS B.

**NOTE:-

- VALUES FOR 12LPM IS FOR REFERENCE PURPOSE ONLY.
- ACTUAL OPERATING FLOW IS 10LPM.
- POWER LOSS OF 8.3KW IS CONSIDERED TO BE DISTRIBUTED OVER FOUR PLACES.
- HEAT SINK IS USED AS DOUBLE SIDE COOLING.

NOTE:-

- MATERIAL: ALUMINIUM ALLOY EN AW 6060-T66/ 6061-T6
- EST., AREA:10455 Sq.mm.
- SUPPLIER'S IDENTIFICATION MARK.
- THE CUT EDGES SHALL BE FREE FROM BURR.
- FOLLOWING TEST CERTIFICATES SHALL BE PROVIDED ALONG WITH EACH BATCH OF SUPPLY
- RAW MATERIAL CHEMICAL COMPOSITION CERTIFICATE CONFIRMING EN AW 6060-T66.
- MECHANICAL PROPERTIES
a)TENSILE STRENGTH.
- PACKING- THE HEATSINK SHALL BE TIGHTLY PACKED IN WOODEN BOXES BY PROVIDING CORRUGATED SHEETS IN BETWEEN HEATSINKS.
- HEAT SINK TO BE MANUFACTURED BY VACUUM/CAB BRAZING ONLY.
- VENDOR TO MENTION THE MAXIMUM SURFACE TEMPERATURE LOCATION ON THE HEAT SINK.



18	03	HELICOIL M6x3D STAINLESS STEEL				
2	02	HOSE PIPE (ALUMINIUM)				
1	01	ALUMINIUM BASE				
QTY.	ITEM No.	DESCRIPTION	DRAWING NO.	ITEM No.	MATERIAL CODE	UT.Wt. (kgs)
				VARI ANT	MATERIAL SPECN. <td>QTY. </td>	QTY.

TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT

DRN	NAME	SIGN.	DATE	No. OF VAR
	PALLAVI.C		23.08.2019	
CKD	VISHNU/HARI		23.08.2019	
APPD	KSP GIRISH.TJ		23.08.2019	

DEPT. SAE	FOR UNSPECIFIED-TOLERANCES REFER ED 0230499	SCALE	WEIGHT(Kg)	REF. TO ASSY. DRG.	ITEM NO.	No. OF ITEM
CODE 406		1:3				

TITLE	DRAWING NO.	REV.
HEAT SINK (WC-IGBT-8.3KW)	3 688 17 10058	02
SHEET NO. 01	NO. OF SHEETS 01	

WorkinProgress Printed By : VISHNU RAJ - 13/Mar/2026 10:47 AM - 2

1201112/2022/EDN-SA/MM/PUR



EDN BANGALORE

**PRE - QUALIFICATION CRITERIA FOR
COLD PLATE (HEAT SINK (WC-IGBT - 8.3KW))
GROUP: SUB ASSEMBLY ENGG**

406/PQC/RC/22_23

REV NO 00

PAGE 01 OF 01

COPY RIGHT AND CONFIDENTIAL

The information on this document is the property of Bharat Heavy Electricals Limited.
It must not be used directly or indirectly in anyway detrimental to the interest of the company.

PRE-QUALIFICATION CRITERIA (PQC)		
A	General	COMPLIED
	1. The bidder shall be an Original Equipment Manufacturer (OEM) or authorized by the OEM (to be supported with valid authorization from OEM for supplies to Indian region)	Yes / No
	2. The OEM shall be a cold plate manufacturer for industrial application.	Yes / No
	3. Offer shall be for new cold plate only and not for any used or refurbished material	Yes / No
	4. Vendors who are already developed and approved for regular supply of cold plate to BHEL for 6000 HP AC Loco shall quote for the same item as per their approved part numbers.	Yes / No / NA
	5a. Vendor shall submit details of manufacturing and testing facilities at their works along with the quotation (Not applicable for vendors who are having prior supply history of above cold plate to BHEL)	Yes / No / NA
	5b. Vendors whose samples are under trial and pending approval from BHEL shall not be eligible for this tender.	Yes / No / NA
	5c. New vendor (with no prior supply history of this material to BHEL-EDN) shall not be eligible for this tender.	Yes / No / NA
B	Criteria for placing Development Order on new Vendors (with no prior supply history of this material to BHEL-EDN), new vendors shall be considered for separate development orders for technical evaluation and subsequent field trials which is independent of this tender, provided the material is offered at a competitive price. They shall have the capability to design internal flow paths, develop and manufacture the cold plate as per BHEL reference drawing 3 688 17 10058 Rev 01. Drawing is only for overall assembly dimensions & technical requirements.	Yes / No / NA
	1. New vendors agreeing for development activity shall supply one number sample along with following documents for technical and performance evaluation against development order.	Yes / No
	1a. Certificate of compliance to BHEL specification/drawing	Yes / No
	1b. OEM Part Number with Data Sheet	Yes / No
	1c. Material composition certificate	Yes / No
	1d. Static pressure test	Yes / No
	1e. Flow pressure test at different flow levels (10 lpm,12 lpm)	Yes / No
	1f. Comparative thermal performance test report at flow levels of 10 lpm and 12 lpm wrt BHEL sample	Yes / No
	1g. Dimension report	Yes / No

APPROVED BY SUDHA IYENGAR S

Dated

PREPARED BY T J GIRISH

14/09/2022

QUOTATION (TECHNICAL BID)

(TO BE FILLED BY THE SUPPLIER)

Date -

RFQ No:

Supplier Name/ID:

CERTIFICATE OF TECHNICAL COMPLIANCE

	Complied (YES/NO) ;
This is to certify that the items quoted by the undersigned conform to the BHEL technical specifications outlined in the RFQ, and no technical deviations are sought.	

This compliance certification shall be final and shall supersede all other documents submitted as part of the RFQ bid by the undersigned.

For (Supplier Name)

Sign with seal

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.

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.edn.bhel.com. Request you to go through before submitting quote.

a) INSTRUCTIONS TO BIDDERS/SELLERS (Doc No : BHEL: EDN : ITB - SHOP : **Rev 04**) available www.edn.bhel.com (RFQ-PO Terms & Conditions) b) GENERAL CONDITIONS OF CONTRACT FOR PURCHASE (Doc no: BHELEDN: GCC-SHOP : **Rev 02**) available at www.edn.bhel.com (<https://edn.bhel.com/assets/img/rfq/ITBGCC.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) 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) In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies

13) 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

- a. The MSE vendor matches the L1 price.
- b. L1 price is from a non MSE vendor.
- c. 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).
- d. 3% of the 25% will be earmarked for women owned MSEs.
- e. 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.

- f. 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.

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

14) 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

Preference to Make in India Order 2017 dated 15.06.2017, 28.05.2018 and revision dated 16 September 2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. <https://dipp.gov.in/public-procurements>

15) FOR THIS PROCUREMENT (GFR), Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017- Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO against this NIT.

<https://www.mea.gov.in/>

16) SUVIDHA portal

" For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above. "

For all correspondence, contact
BIMAL KANTA SETHI
Sr. Manager/SA-MM-Purchase
Bharat Heavy Electricals Ltd.
Electronics Division, Mysuru Road,
Bengaluru-560026
Ph (O): 080-26998190
Mob. : 8903891908

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)

COMMERCIAL TERMS & CONDITIONS/ CHECK LIST (To be filled and signed by the vendor)

	To be mandatory filled in YES/No or Not applicable (NA)	(YES/No/NA)	Remarks (if, any)
1	Payment terms: (For any deviation Loading factor will be applicable above the quoted rate)		
1.A	For Quote in INR: BHEL standard payment terms is <u>100% within 45 days credit:</u>		
1.B	For Quote in other than INR: BHEL standard payment terms is <u>100% against sight draft with 45 days credit</u>		
2	Delivery Terms:		
2.A	For Quote in INR: Delivery Terms: BHEL Standard delivery is <u>BHEL DDL-EDN BANGALORE:</u>		
2.B	For Quote in other than INR:(Vendor to mention INCO Terms like FCA/EX-Works)		
3	Penalty terms for Delayed Delivery: 10% loading factor for not accepting the penalty.		
3.1	BHEL standard Penalty Terms is accepted for delayed delivery		
4	Offer validity: 90 Days		
5	Delivery lead time (In Weeks)		
6	Foreign suppliers to provide Bank A/c details in the offer.		
7	GFR Certificate attached		
8	MII certificate attached		
9	Mention the Government E-Marketplace (GeM) Seller ID (Mandatory for placing PO worth Rs. 25 Lakhs & above) Applicable for only INDIAN VENDORS		
10	Other terms & Conditions as per NIT		



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

PHONE : 080- 2699 8155

Fax : 080-26989217

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

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

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

SPECIAL CONDITIONS OF TENDER/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.

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.

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____
RATE CONTRACT RFQ NO - BKSRC26017-HEATSINK WATER COOLED (DV0688170744)

_____ (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 Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Bharatiya Nyaya Sanhita (BNS) 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 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 on receipt of any complaint by them from the bidder(s).
- 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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 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 Bharatiya Nyaya Sanhita (BNS)/ 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.
- 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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. 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.



For & On behalf of the Principal

बिमल कान्त (Office Seal) कएलए.एन.एम.एन

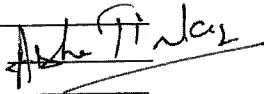
BIMAL KANTA SETHI, SR. MANAGER/SA-MM-PURCHASE

Place, MYSURU ROAD, BENGALURU-560026

Date _____

Witness: _____

(Name & Address) _____



ಆಶಾ ಅನುಪಮಾ ತಿರ್ಕಿ, ಹಿರಿಯ ವ್ಯವಸ್ಥಾಪಕರು/ಉ.ಜೋ. - ಎಂ.ಎಂ.
 आशा अनुपमा तिरकी, वरिष्ठ प्रबंधक/एस.ए.-एन.एम.
 ASHA ANUPAMA TIRKEY, SR. MANAGER/SA-MM
 BHEL-EDN, MYSURU ROAD, BENGALURU-560026

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

Witness: _____

(Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. 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.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (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 the panel of IEMs. 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: Bimal Kanta Sethi
 Department: SA-MM
 Address: BHEL EDN, NEB
 6th Floor, Mysore Road
 Bangalore-560026
 Phone: 8903891908
 Email: bksethi@bhel.in
 Fax: +91 80 26989228

Name: Asha Nirupama Tirkey
 Department: SA-MM
 Address: BHEL EDN, NEB
 6th Floor, Mysore Road
 Bangalore-560026
 Phone: 7840003352
 Email: aatirkey@bhel.in
 Fax: +91 80 26989228

