

REQUEST FOR QUOTATION



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

RFQ NUMBER:
AKSPROP012

RFQ DATE :
21.06.2022

Due Date/Day: 04.07.2022 MON
Time : 13:00 HRS

MMI:PU:RF:003

(address for communication) :

(for all correspondence)

Purchase Executive : ABHISHEK
Phone : 26998102
Fax : 00918026989215
E-mail: singh.abhishek@bhel.in

1) This RFQ is for entering into Rate contract (RC) with BHEL for the tendered item. Validity of the RC will be 1 year from the award of rate contract. 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 is later. 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 distribution shall be applicable for the tendered item in the following manner:

L1 will be decided by considering total cost to BHEL and

- a. L1 bidder shall be awarded 60 % of tender quantity.
- b. L2 bidder shall be offered 40% of tender quantity.

NOTE: 40 % quantity shall be offered to L2 bidder at L1 unit rate. If L2 bidder do not agree to supply at L1 unit rate, BHEL may consider offering entire tender quantity to L1 bidder.

3) Reverse Auction Clause: BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	TI0668104244 CONTACTOR 2P NO 1700A / 1500A * HSN/SAC : 3921 [REDACTED] [REDACTED] [REDACTED] CONTACTOR 2P NO 1700A / 1500A 110VDC AUX.1NO+ 1NC As per Specification PS4452702 R00	500	NO	500	[REDACTED]

Total Number of Items - 1

- 1.
- 2.

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.

* The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

ABHISHEK
Control Equipment

1 OF 1



PREQUALIFICATION CRITERIA (PQC)
FOR LINE CONTACTOR
GROUP: TRACTION ENGINEERING

Ref: 445/PQ_LC/21

Rev. No.: 00

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1.0 PRE QUALIFICATION CRITERIA (PQC)

1. The Bidder should be Supplier of Contactors used in Traction applications.
2. BHEL shall approach and submit credentials/details furnished by vendor with their offers to customer and await customer's decision for a maximum of one month from the date of tender opening. If approval is not received within the above period, BHEL shall treat the offer as "Not meeting" Pre-qualification criteria and offer shall be rejected.
3. It is preferred that the bidder is the manufacturer of this item. If the bidder is importing some portion of the components, then minimum value addition shall be 20%. Bidder to confirm this in the offer. Value addition less than 20% is not acceptable

2.0 DOCUMENTS SUBMISSION

1. Bidder to submit clause by clause compliance to complete technical specification (Technical specification no. PS4452702 Rev. No.00, dated 05-01-2021) along with copy of type test report.
2. Should possess a valid type test report, not older than five years, conducted at a NABL accredited laboratory as per relevant standards mentioned in the specification with respect to time during the bid submission.
3. Proof of supply of Contactors used in traction applications directly or through any agency to Indian Railways during the last 5 years to be submitted.

3.0 REFERENCE DOCUMENTS

- a) Purchase Specification No PS4452702, Rev. No. 00 for Line Contactor.

REVISION 00

APPROVED

AGOSH CHANDRAN R S

PREPARED

SUNITHA L

ISSUED

TRACTION ENGG

DATE

05.01.2020



A4 - 12

PURCHASE SPECIFICATION
GROUP: TRACTION ENGINEERING

P.S NO. : PS/445/2702

REV. NO: 00

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REVISION HISTORY SHEET

REV. NO	DATE	NATURE OF CHANGE	REASONS	PREPARED BY	APPROVED BY
00	05.01.2021	FIRST ISSUE	--	L Sunitha	R S Agosh Chandran

THIS DOCUMENT IS A SPECIFICATION CUM DATA SHEET. VENDOR TO FILL UP ALL CONFIRMATIONS AND DATA AS REQUIRED AND SUBMIT THE SAME TO BHEL / EDN, BANGALORE. ANY DEVIATIONS TO THIS DOCUMENT TO BE BROUGHT OUT CLEARLY BY VENDOR.

REVISIONS 00 DT: 05.01.2021

APPROVED BY:

Agosh Chandran R S, Manager/TE

PREPARED BY:

L Sunitha
Dy Manager/TE

ISSUED BY

TE

DATE

05.01.2021



A4 – 10

PURCHASE SPECIFICATION
GROUP: TRACTION ENGINEERING

P.S NO. : PS/445/2702

REV. NO: 00

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SPECIFICATION FOR
LINE CONTACTOR



A4 – 11

PURCHASE SPECIFICATION
GROUP: TRACTION ENGINEERING

P.S NO. : PS/445/2702

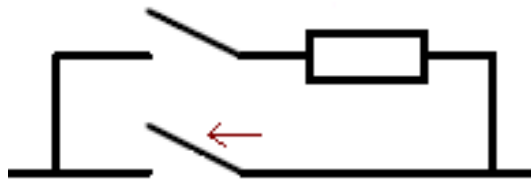
REV. NO: 00

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1.0 INTRODUCTION:

A magnetically operated double pole line contactor isolates the traction cubicle from the transformer, one pole of the contactor is electrically connected to a transformer winding.

2.0 FUNCTION:



The DC link capacitors of the traction converters are initially charged through the precharging circuit. Once the DC link voltage reaches 80% of the rectified input peak value, the line contactor is closed and then the precharge contactor is opened. The line contactor act as the input contactor for the Traction Converter.



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PURCHASE SPECIFICATION
GROUP: TRACTION ENGINEERING

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3.0 CHARACTERISTICS

Electrical Characteristics	
Rated Operational Voltage [Vac/Vdc]	1500
Max Operational Voltage [Vac/Vdc]	2000
Rated Insulation Voltage [V]	2000
Maximum current (rated thermal current) A	1600 @ 75 °C
Breaking capacity (with cos phi 0.8 min) A	1500 @ 2000Vac
Number of poles	2
Blow Out Circuit Type	Indirect
Mechanical Characteristics	
Mechanical Endurance (cycles)	2x10 ⁶
Shock and Vibrations (IEC61373)	Cat.1 - Class B
Weight [kg]	approx 35
Environmental Conditions	
Stock Temperature Range	-50°C ÷ +85°C
Operational Temperature Range	-40°C ÷ +75°C
Pollution Degree - Overvoltage Category (EN 50124-1)	PD3 / OV3
Max Altitude without Performance Derating [m]	1500

4.0 INSPECTION

The type test reports from a NABL accredited laboratory to be provided along with the technical offer. For series supplies, Routine test reports are to be provided.

5.0 APPLICABLE NORMATIVE STANDARD

The offered system shall generally conform to the following normative standards

- IEC 60529 for IP68 protection
- EN 50121-2 EMC: Emissions to external environments
- IEC60077 Rules for equipment for onboard rail vehicles
- IEC 61287 Power Converters on board rolling stock
- IEC-61373 Electric Railway Equipment-Rolling Stock-Shock & Vibrations Requirements



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PURCHASE SPECIFICATION
GROUP: TRACTION ENGINEERING

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6.0 DIMENSIONS

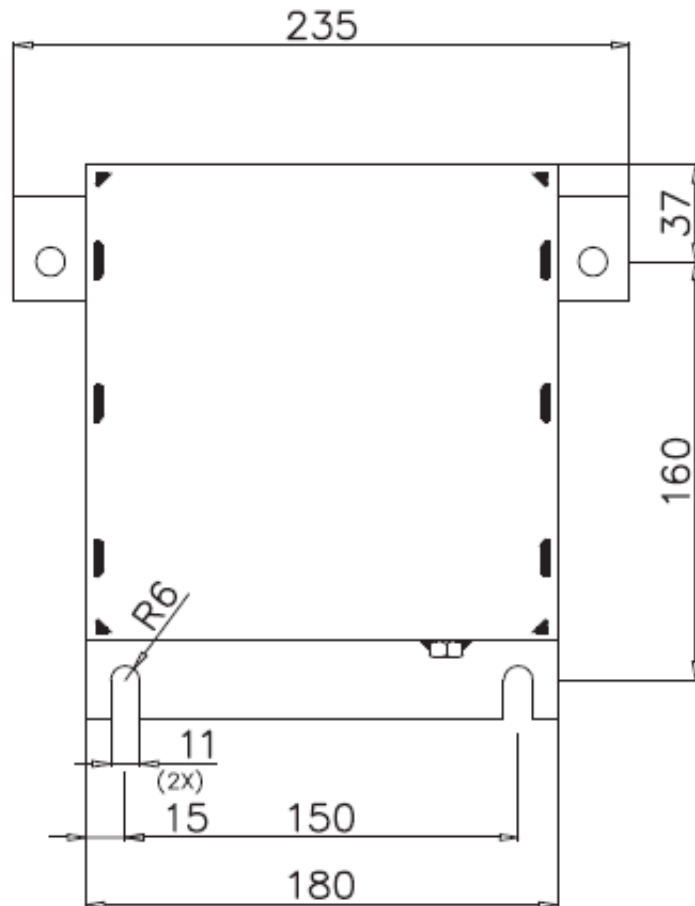


Fig.1- Dimensional details

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COMMERCIAL BID				
Tender department: CE- MM, EDN, BHEL, BANGALORE			RFQ/NIT/Enquiry no.	AKSPROP012
		Bidder Name:		
Item: CONTACTOR 2P NO 1700A / 1500A				
Tender floated through NIC e-Procurement system Website - https://eprocurebhel.co.in/nicgp/app . Vendor to submit offer only through NIC e-Procurement system.				
Sr. No	DESCRIPTION	Details	Bidder's Acceptance / Response	Remarks if any
1	Price Basis	The quoted prices will be firm till supply completion of the tendered quantity.		
2	Terms of Delivery	Indigenous vendors -DDL, BHEL EDN, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges) Foreign Vendors - FCA to International Airport(Airport Name to be indicated).		
3	Delivery Period	Total quantity requirement is for 1 year, Indicate the best possible delivery schedule from the date of issue of Purchase order with Best possible quantity per Month. BHEL will consider the production program and release order accordingly.		
4	Payment Term	Indigenous vendors - 100% within 45 days from the date of receipt of material at BHEL EDN Stores. Foreign Vendors - 100% against Sight draft with 45 days credit.(45 days from the receipt of documents at our Bank will be considered)		
5	Evaluation of L1 vendor	Evaluation will be done on item wise, lowest bidder will be considered for ordering.		
6	Penalty for delay in delivery	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%.If PSI is indicated in PO, then date of call letter with the test reports will be considered as the delivery date for penalty . If no PSI(Foreign vendors), then date will be as per NIT terms for supply of material.(i.e., Invoice date or date of intimation to freight forwarder which ever is earlier)		
7	Loading towards Penalty for delay in delivery	For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.		
8	Pre shipment inspection	Not applicable. However Test reports/drawings to be submitted as per specification.		
9	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)		
10	Validity	Quotation should remain valid for a period of 90 days from the due date.		
11	Reverse Auction	Applicable.		
12	Declaration for GFR 2017 Rule 144(XI)	Declaration to be uploaded (Format attached)		
13	Declaration for Make in India (MII)	Declaration to be uploaded (Format attached).		
14	Declaration	The bidder declares that they will not enter into any illegal or undisclosed agreement of understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extent policies/guidelines.		
15	Warranty	12months from date of commissioning or 18 months from the date of supply whichever is earlier		
16	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		
17	Rate Contract	This RFQ is for entering into Rate contract (RC) with BHEL for the tendered item. Validity of the RC will be 1 year from the award of rate contract. 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. 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.		
18	Non acceptance of RC	Offer will be liable for commercial rejection for non acceptance of RC.		
19	Quantity Distribution	Quantity distribution shall be applicable for the tendered item in the following manner: L1 will be decided by considering total cost to BHEL and a. L1 bidder shall be awarded 60 % of tender quantity. b. L2 bidder shall be offered 40% of tender quantity. NOTE : 40 % quantity shall be offered to L2 bidder at L1 unit rate. If L2 bidder do not agree to supply at L1 unit rate, BHEL may consider offering entire tender quantity to L1 bidder.		
20	Authorisation letter	Valid authorisation letter from OEM to be provided if dealer.		

Sr. No	DESCRIPTION	Details	Bidder's Acceptance / Response	Remarks if any
21	Documents for bill processing	<p>Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be submitted as below:</p> <p>1. For Indigenous vendors documents to be sent to the purchase Officer directly on below address for bill processing - Mr. Abhishek, Dy. MANAGER /CE-MM, NEB , 2ND FLOOR, BHEL-EDN, BANGALORE - 560026, KARNATAKA Telephone: 080-26998102</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, singh.abhishek@bhel.in</p> <p>Depending upon the PO, despatch documents may include one or more documents from the following:</p> <p>1. Invoice for payment (original) 2. Invoice for payment (extra copy) 3. Packing list 4. LR Copy 5. Warranty certificate 6. PBG if applicable as per PO 7. Copy of UDYAM certificate for considering MSE, if applicable. 8. Copy of First Inspection call letter along with TC if applicable.</p>		
22	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. Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below: singh.abhishek@bhel.in</p> <p>(4) The evaluation currency for this tender shall be INR.</p> <p>(5) Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 are eligible to bid in this tender. Minimum 50% Local content required for qualifying as Class I Local Supplier and Minimum 20% Local content required for qualifying as Class II Local Supplier.</p> <p>(6) MII Purchase preference and MSE Purchase preference is applicable for this tender.</p>		

Special Conditions of Contract

Clause on IP in the tender

“Integrity Pact (IP)”

RFQ No: AKSPROP012

- (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 No.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in care 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 above IEM. 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:

Name : Mr Abhishek, Department : CE-MM Address : BHEL EDN, NEB 2 nd Floor, Mysore Road, P B No. 2606, Bangalore - 560026. Phone : +91 80 2699 8102 / 9008891680 Email : singh.abhishek@bhel.in Fax : +91 80 26989215	Name : Mr MASAND J P, Department : CE-MM Address : BHEL EDN, NEB 2 nd Floor, Mysore Road, P B No. 2606, Bangalore - 560026. Phone : +91 26998391/ 9425604767 Email : jpmasand@bhel.in Fax : +91 80 26989228
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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).

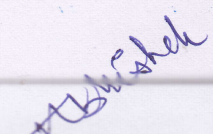
In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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.



- 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.

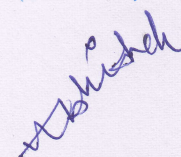
Section 8 -Independent External Monitor(s)

- 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

ಅಭಿಷೇಕ, ಉಪ ಪ್ರಬಂಧಕ/ಸಿ.ಐ.-ಎಂ.ಎಂ.-ಎಂ.ಪಿ.ಸಿ.
ಅಭಿಷೇಕ, ಉಪ ಪ್ರಬಂಧಕ/ಸಿ.ಐ.-ಎಂ.ಎಂ.-ಎಂ.ಪಿ.ಸಿ.
ABHISHEK, DY. MANAGER/CE-MM-MPC
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Date

Witness:

(Name & Address)

ರೆಡ್ಡೆಪ್ಪಾ ಅಂಗಜಾಲ, ವರಿಷ್ಠ ಪ್ರಬಂಧಕ/ಸಿ.ಐ.-ಎಂ.ಎಂ.
ರೆಡ್ಡೆಪ್ಪಾ ಅಂಗಜಾಲ, ವರಿಷ್ಠ ಪ್ರಬಂಧಕ/ಸಿ.ಐ.-ಎಂ.ಎಂ.
REDDEPPA ANG-JALA, SR. MANAGER/CE-MM
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

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

Witness:

(Name & Address)