


# REQUEST FOR QUOTATION

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	<b>RFQ NUMBER:</b> SAMRC24008	Due Date/Day: 23.02.2024 FRI Time : 13:00 HRS
		<b>RFQ DATE :</b> 12.02.2024	
MMI:PU:RF:003			
		(for all correspondence) Purchase Executive : Sarita Phone : 080 26998239 Fax : E-mail: sarita@bhel.in	

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	DV0688171400 CAP MTL POLYPROP 1200MF 10% 700V * HSN/SAC : 8532 Mfr Part No.- LNK-P7X-1200-70 Vendor - ICAR SPA Mfr Part No.- E57.A40-125010 Vendor - ELECTRONICON KONDENSATOREN GMBH  <b>CAP MTL POLYPROP</b> <b>1200MF +/- 10% 700V</b>	3,000	NO	3,000	20.06.2024

Total Number of Items - 1

- 1.
- 2.

## TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATESEALED COVERS








### NOTES:




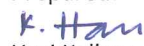
1. This RFQ is governed by:
    - a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OFCONTRACT FOR PURCHASE available at <http://edn.bhel.com> (**RFQ-PO Terms & Conditions**)
    - b) Any other specific Terms and Conditions mentioned.
  2. Bidders / Representatives who would like to be present 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.

Sarita  
Sub-Assembly

1 OF 1

		 EDN BANGALORE	<b>PRE - QUALIFICATION CRITERIA FOR CAPACITOR POLYPROPYLENE 1200μF 700V GROUP: SUB ASSEMBLY ENGG</b>	406/PQC/CAP_1200 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.										
		<table border="1"> <tr> <td data-bbox="256 360 341 405"></td> <td data-bbox="341 360 1238 405"><b>PRE-QUALIFICATION CRITERIA (PQC)</b></td> <td data-bbox="1238 360 1495 405"></td> </tr> </table>				<b>PRE-QUALIFICATION CRITERIA (PQC)</b>				
	<b>PRE-QUALIFICATION CRITERIA (PQC)</b>									
A	<b>General</b>	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 Capacitor manufacturer for industrial application.	Yes / No								
	3. Offer shall be for new Capacitor only and not for any used or refurbished material	Yes / No								
	4. Vendors who are already developed and evaluated for regular supply of these <b>Capacitor 1200μF 700V</b> to BHEL for usage in Traction IGBT power modules shall quote for the same item as per their approved part numbers.	Yes / No / NA								
	5a. Vendors whose samples are under trial and pending approval from BHEL shall not be eligible for this tender.	Yes / No / NA								
	5b. New vendor (with no prior supply history of this material to BHEL-EDN) shall not be eligible for this tender. They will be considered for development order as per the details below.	Yes / No / NA								
B	<b>Criteria for placing Development Order on new Vendors</b>  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 supply Capacitor as per BHEL purchase specification PS4062399 rev 00.	Yes / No / NA								
		<table border="1"> <tr> <td colspan="3" data-bbox="884 1910 1514 1995">           APPROVED BY: SUDHA IYENGAR   </td> </tr> <tr> <td data-bbox="884 1995 1110 2125">           PREPARED BY              GIRISH T J         </td> <td data-bbox="1110 1995 1334 2125">           ISSUED BY             SAE/406         </td> <td data-bbox="1334 1995 1514 2125">           DATE             17.10.2023         </td> </tr> </table>			APPROVED BY: SUDHA IYENGAR 			PREPARED BY  GIRISH T J	ISSUED BY  SAE/406	DATE  17.10.2023
APPROVED BY: SUDHA IYENGAR 										
PREPARED BY  GIRISH T J	ISSUED BY  SAE/406	DATE  17.10.2023								

 <b>EDN BANGALORE</b>	<b>PURCHASE SPECIFICATION FOR</b>		PS4062399			
	<b>CAPACITOR POLYPROPYLENE 1200μF 10% 700V</b>		REV NO 00			
			PAGE 00 OF 05			
SPECIFICATION FOR CAPACITOR 1200μF 10% 700V  REVISION HISTORY SHEET						
<b>COPY RIGHT AND CONFIDENTIAL</b> 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.	REV. NO	DATE	NATURE OF CHANGE	REASONS	PREPARED BY	APPROVED BY
	00	14.10.2023	FIRST ISSUE		 HARI KALLURU	 T J GIRISH
					Approved: T J Girish	
			Prepared:  Hari Kalluru	Issued: SAE/406	Date: 14/10/2023	



## PURCHASE SPECIFICATION FOR

CAPACITOR POLYPROPYLENE 1200 $\mu$ F 10% 700V

PS4062399

REV NO 00

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**Introduction:** These capacitors are used as DC link capacitor in IGBT based 130kVA auxiliary Inverter module for traction application. Following are general specification of capacitor used in power converter.

Description: CAPACITOR POLYPROPYLENE 1200 $\mu$ F 10% 700V

### 1. Detailed Specification

- 1.1 Rated Capacitance : 1200 $\mu$ F,  $\pm$  10%
- 1.2 Rated D.C. voltage (UN) :  $\geq$ 700 V DC
- 1.3 Ripple voltage (Ur) :  $\geq$  100V
- 1.4 Non-recurrent surge voltage (Us) :  $\geq$  1400V
- 1.5 Voltage test between terminals UBB :  $\geq$  1050 V DC/10s
- 1.6 Maximum rms current :  $\geq$  165A
- 1.7 Maximum peak current :  $\geq$  3 kA
- 1.8 Maximum surge current :  $\geq$  15kA
- 1.9 Self-Inductance :  $\leq$  30nH
- 1.10 Series resistance :  $\leq$  0.3m $\Omega$
- 1.11 Tangent of the loss angle of dielectric :  $2 \times 10^{-4}$
- 1.12 Maximum operating temperature : + 85°C
- 1.13 Lowest operating temperature : - 25°C
- 1.14 Endurance type test temperature : 70 °C
- 1.15 Cooling : Natural Convection
- 1.16 Thermal resistance with natural cooling :  $\leq$  4.1 (°C/W)

### Construction

- 1.17 Dielectric : DC - metallized polypropylene capacitor, self-healing
- 1.18 Casing : Plastic case RAL5012 (V0 acc to UL94)
- 1.19 Filler / impregnant : dry type , Self extinguishing resin moulded
- 1.20 Dimensions (Lx WxH) : 165 x 75 x 170 mm (Refer drawing)
- 1.21 Approx. weight : 3.0 kg

### 2. Standards

- IEC61881-1 Rolling stock equipment – capacitors for power electronics
- IEC61071 Capacitors for power electronics
- IEC61373 Shock and vibration test
- EN50125-1 Environmental conditions
- IEC61376 Creepage and clearance

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## PURCHASE SPECIFICATION FOR

CAPACITOR POLYPROPYLENE 1200 $\mu$ F 10% 700V

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**3. Reliability, availability, maintainability and safety**

Operating hours	8640 hours/year
Typical load	continuous operation
Statistical lifetime	> 100000 hr
Failure rate	< 200 FIT
Safety	The risk of explosion due to over voltage, ageing, loss or other reasons should be minimized

**4. Climatic & Environmental Condition:**

Temperature	Max. temperature: Locomotive standing dead under sun 75 °C, Working loco 65°C Minimum temperature: 0°C Average temperature: 47°C
Solar radiation	1 kW/m <sup>2</sup>
Humidity	Upto 100% during rainy season
Altitude	Upto 1200 m above mean Sea level
Rainfall	Very heavy in certain areas
Atmosphere during hot weather	Extremely dusty and desert terrain in certain areas. The dust concentration in air may reach a high value of 1.6mg/cubic meter
Coastal area	The equipment shall be designed to work in coastal area in humidity and salt laden and corrosive atmosphere. The maximum values of the condition shall be as follows: Maximum pH value: 8.5 Sulphate: 7 mg per litre Max. Concentration of chlorine: 6 mg per litre Maximum conductivity: 130 micro Siemens/cm
Electromagnetic pollution	High degree of electromagnetic pollution is anticipated in locomotive machine room, where the equipment shall be mounted. Necessary precaution shall be taken in this regard.

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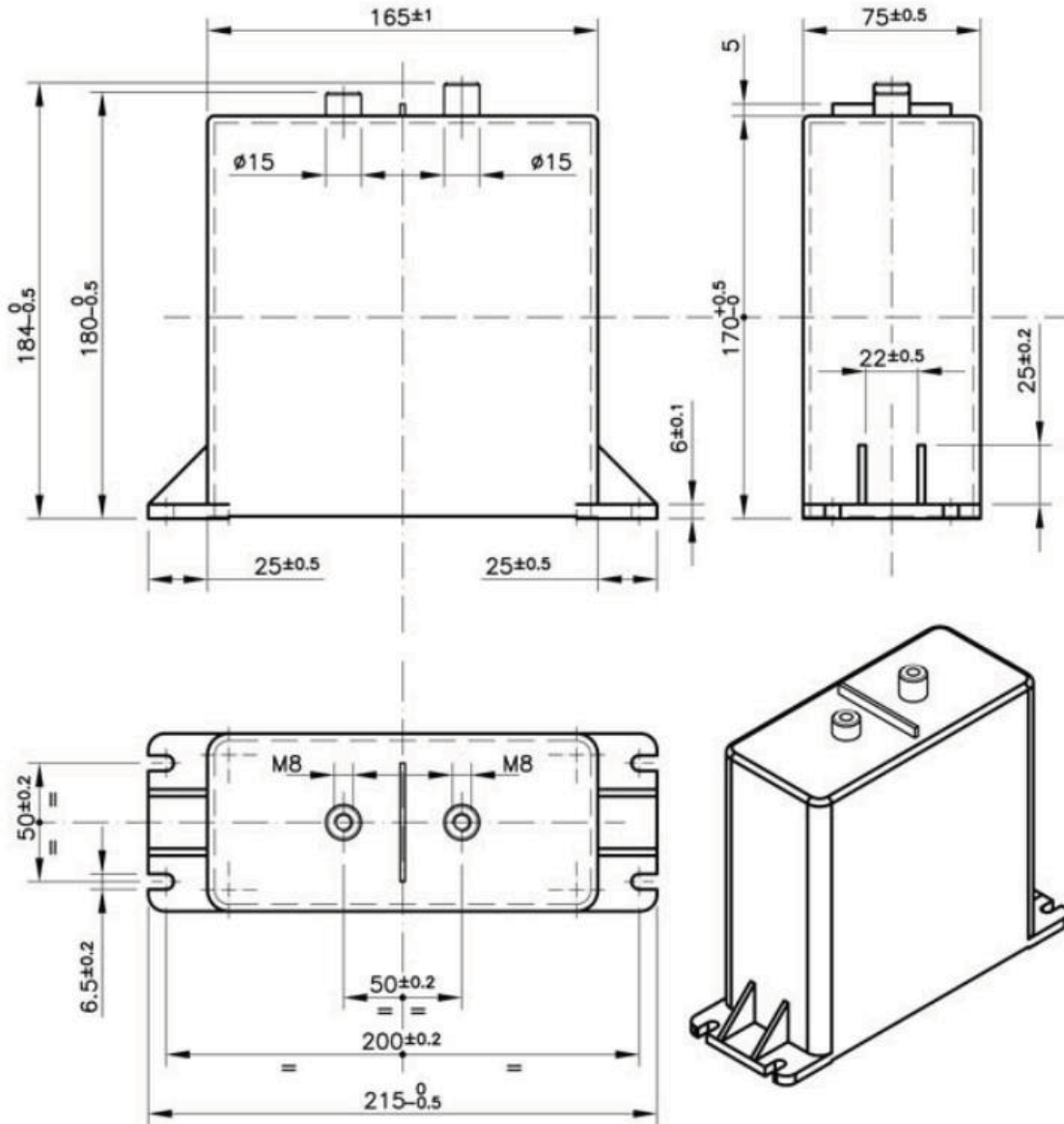
PURCHASE SPECIFICATION FOR  
CAPACITOR POLYPROPYLENE 1200 $\mu$ F 10% 700V

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## 5. Dimensional details:



Terminals: M8X10, Maximum Tightening torque: 12Nm

All dimensions are in mm. Wherever tolerance is not specified, it may be taken as +/- 1 mm.

Compliance to these dimensional requirement and terminations are mandatory. No deviations are allowed on these dimensions.

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## 6. Tests

List of tests to be performed on prototype as per IEC 61881 are as follows.

### 6.1 Routine tests

Routine tests shall be carried out by the manufacturer on every capacitor before delivery and routine test certificate shall be submitted.

### 6.2 Type tests

Supplier to perform type tests for the first time on capacitor. The type tested capacitor should not be supplied.

Supplier shall submit test protocol for Routine & type tests along with techno commercial offer.

S.NO	Test	Type / Routine test
1	Visual inspection & Dimensional check	Type/Routine
2	Measurement of capacitance and tangent of the loss angle (tan $\delta$ )	Type/Routine
3	Voltage test Between terminals Between terminal and case	Type/Routine
4	Surge discharge test	Type
5	Thermal stability test	Type
6	Self-Healing Test	Type
7	Resonance Frequency Measurement	Type
8	Environmental Testing Change of Temperature Damp Heat, Steady State	Type
9	Endurance Test	Type
10	Mechanical tests Torque resistance of terminals Vibration and shocks as per IEC61373	Type

## 7. Rating plate

The following information shall be given on the rating plate of each capacitor unit:

1. Manufacturer
2. Identification number and manufacturing date
3. Capacitance ( $\mu$ F)
4. Tolerance (%)
5. UNDC or UN (volts)
6.  $\theta$  min ( °C)
7.  $\theta$ max ( °C)
8. Maximum tightening torque = Nm

1736129/2023/EDN-SA/ENGG



## PURCHASE SPECIFICATION FOR

CAPACITOR POLYPROPYLENE 1200 $\mu$ F 10% 700V

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**8. DOCUMENTATION****8.1 Information required along with techno commercial offer without which offer is liable for Rejection.**

8.1.1 Supplier shall furnish clause wise confirmation/comments to the technical specification. Deviation, if any, shall be clearly brought out indicating the clause number, original specification, deviation sought with proper technical backup (catalogue, technical brochure, international standards, calculations etc. If no deviations required, then supplier shall furnish certificate indicating "NO DEVIATIONS REQUESTED" and we comply fully with all the technical requirements of this specification.

8.1.2 Dimensional drawing confirming to clause no. 5 of this specification.

**8.2 Information required after receipt of the PO**

8.2.1 Dimensional drawing for approval of BHEL along with terminal details etc.

8.2.2 Supplier to submit the successful type tested report. Supplier to start manufacturing of RFQ quantity after receipt of manufacturing clearance from BHEL based on successful type tested report.

**8.3 Information required along with material supply**

8.3.1 Type tested reports (for first capacitor) for the tests as per clause 6.

8.3.2 Routine Test certificates for the tests as per clause 6 on all capacitor.

**9. Packing:**

Equipment shall be packed in a manner suitable for delivery and storage at the appointed delivery address. Transport packaging will provide adequate protection against accidental damage during normal handling. Terminals, leads, mounting brackets etc. will be protected from mechanical damage.

**10. Acceptance criteria:**

Dimensional report as per approved drawing

Routine / type test report

--END--

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## **Additional terms and conditions Rev01**

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 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.

## **RFQ TERMS & CONDITION**

### **Following points are to be noted before submitting your offer.**

1- Important Notice: Request you to go through terms and conditions before submitting quote.  
a) INSTRUCTIONS TO BIDDERS/SELLERS (**Doc No :BHEL:EDN:ITB-SHOP: Rev 03**) available at <http://edn.bhel.com> (RFQ-PO Terms & Conditions)

b) GENERAL CONDITIONS OF CONTRACT FOR PURCHASE (**Doc no: BHEL: EDN: GCC-SHOP: Rev 01**) available at <http://edn.bhel.com> (RFQ-PO Terms & Conditions)

c) Any other specific Terms and Conditions mentioned.

d) **FOR THIS PROCUREMENT, PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)**, Order 2017 dated 15.06.2017, 28.05.2018 and revision dated 16<sup>th</sup> 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>

e) **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/>

f) **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: -

- i. The MSE vendor matches the L1 price. ii. L1 price is from a non MSE vendor.
- iii. 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).
- iv. 3% of the 25% will be earmarked for women owned MSEs.
- v. 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 (i) & (ii) are fulfilled.
- vi. In case where no SC/ST category firms are meeting the conditions mentioned in (i) and (ii) 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.
- vii. 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.

- 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- If we find different prices for the same Mat Code (after opening Price BID), we will consider the Lowest price only (out of all different prices) for the entire quantity.
- 13- Documents Required from Foreign Bidders: -
  - I - Documents needed for consignments to be picked**
    1. Airfreight request format.
    2. Invoice
    3. Packing list
    4. PO copy
  - II - Documents to be submitted to SBI & Soft copy of the same to be shared to concerned purchase officer,**
    1. Covering letter
    2. Invoice
    3. Packing list
    4. AWB
  - III - Tax compliance documents – Every Financial Year.**
    1. **Form 10F** – shall be furnished electronically and shall be verified in the manner prescribed under sub-rule (1) of Rule 131
    2. **No PE/BC**
    3. **Tax Residency Certificate (TRC)**

-----END-----

### **Tender Terms - Conflict of interest**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal, or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

# COMMERCIAL TERMS & CONDITIONS

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

**Note-1:** REVERSE AUCTION:- REVERSE AUCTION IS NOT APPLICABLE FOR THIS TENDER.

**Note-2:** MII certificate: For this tender, Non-Local supplier whose local content is less than 20% are eligible to participate.  
Purchase preference for MII will be given to class –I Local supplier.  
Please refer GOI circular No. P-45021/2/2017-PP (BE-II) dtd. 16/09/2020 for detail of purchase preference.

## **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..... **[Write name of Authorized person]**  
Authorized signatory for M/s ..... **[Write Company Name]** 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 **[Tick appropriate option & cut the other one]**, 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.

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For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

-----  
For & On behalf of the Bidder/

Contractor

(Office Seal)

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.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

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

#### **Note:**

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

Details of contact person(s):

(1)

Name :Sarita Mohapatra

Deptt :SA-MM

Address :BHEL EDN, NEB 6<sup>th</sup> Floor,  
Mysore Road,Bangalore- 560026

Phone : 08026998239/7406555022

Email :sarita@bhel.in

Fax : 080 26989228

(2)

Name :Kanimozhi D

Deptt :SA-MM

Address :BHEL EDN, NEB 6<sup>th</sup> Floor,  
Mysore Road,Bangalore- 560026

Phone : 08026998842/ 9972060369

Email :kanimozhid@bhel.in

Fax : 080 26989228