


# REQUEST FOR QUOTATION

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: <b>SAMRC24007</b>  RFQ DATE : 29.11.2023	Due Date/Day: 15.12.2023 FRI Time : 13:00 HRS
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	DV0688173315 IGBT 4500V 1200A * HSN/SAC : 8536 Mfr Part No.- 5SNA1200G450300 Vendor - ABB SWITZERLAND LTD Mfr Part No.- CM1200HG-90R Vendor - MITSUBISHI CORPORATION Mfr Part No.- MBN1200H45E2-H Vendor - HITACHI LTD. Test Certificate IGBT 4500V 1200A. PURCHASE SPECIFICATION: PS4062320	18,000	NO	18,000	20.06.2024

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.

Sarita  
Sub-Assembly

1 OF 1

	 <b>BHEL</b> EDN BANGALORE	<b>PRE QUALIFICATION CRITERIA (PQC)</b> <b>FOR 4.5 kV 1200 A IGBT</b> <b>GROUP: SUB ASSEMBLY ENGG</b>	Ref: 406/PQC/IGBT REV NO 01 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.	<p><b>1.0 PRE QUALIFICATION CRITERIA (PQC).</b></p> <p>a) The bidder shall be an Original Equipment Manufacturer (OEM) of IGBT OR Bidder authorised by OEM of IGBT to be supported with valid authorisation letter from OEM for supplies to Indian region.</p> <p>b) Offer shall be for new IGBT and not for any used or refurbished item.</p> <p>c) The bidder shall be a supplier of IGBTs rated for 4.5 kV 1200 A for usage in traction converters of propulsion system. Bidder shall supply IGBTs as per BHEL's Purchase Specification which shall be suitable and approved for series production by Indian Railways for BHEL make propulsion system.</p> <p>d) For bidders who are not having the required vendor approval from RDSO/Indian Railways through BHEL for supply of the tendered item, BHEL shall approach and submit credentials/details furnished by the bidder with their offers for approval for development in propulsion system by customer i.e, RDSO/ Indian Railways. The bidder shall also co-ordinate and provide all the documents to RDSO as required. These bidders will be considered only for a development order of 1 set = 80 nos of IGBTs by BHEL for getting RDSO/Indian Railways approval in due course of time to evaluate and to prove IGBT for BHEL make propulsion system so as to become eligible as BHEL approved vendor. This clause is not applicable for vendors who are already approved through BHEL.</p> <p><b>2.0 Documents Submission</b></p> <p>a) Bidder to submit compliance to Purchase Specification no. PS 4062320 Rev No: 00 along with data sheet.</p> <p>Vendors who are not approved shall submit following documents.</p> <p>b) Proof of Supply of this or higher rating IGBTs used in rolling stock application directly or through any agency to Indian Railways to be submitted for reference.</p> <p>c) Type test report along with data sheet for proposed IGBT with clause wise compliance.</p> <p><b>2.0 Reference Documents.</b></p> <p>a) Purchase Specification no. PS 4062320 Rev No: 00.</p>			
			APPROVED BY  SADASHIVA ACHARY	
		PREPARED BY  T J GIRISH	ISSUED BY SAE/406	DATE 24.03.2021



**PURCHASE SPECIFICATION  
FOR 4.5kV 1200A IGBT**

PS4062320

REV. NO: 00

PAGE : 00 OF 02

**SPECIFICATION FOR 4.5kV 1200A IGBT**

**REVISION HISTORY SHEET**

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REV. NO.	DATE	NATURE OF CHANGE	REASONS	PREPARED BY	APPROVED BY
00	20.06.2019	FIRST ISSUE	-----	Hari Kalluru	T J GIRISH

APPROVED BY T J GIRISH *[Signature]*

PREPARED BY  
*K. Han*  
Hari Kalluru

ISSUED BY  
SAE

DATE  
20.06.2019



**PURCHASE SPECIFICATION**  
**FOR 4.5kV 1200A IGBT**

PS4062320

REV. NO: 00

PAGE : 01 OF 02

**Introduction:** BHEL EDN is manufacturing propulsion system for 6000HP AC LOCO used in Indian Railways. Power converters of these propulsion systems are build using 4500V 1200A IGBTs. Following are general specification of IGBT used for manufacture of power modules.

**Description:** Insulated Gate Bipolar Transistor (IGBT) module

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S.NO	Parameter	Value
1	Collector-emitter voltage VCES	4500V
2	DC collector current IC	1200A <sup>1</sup> at Tc ≥ 80 °C
3	Peak collector current	2400A (min.)
4	Gate-emitter voltage VGES	± 20V (max.)
5	Isolation voltage Visol	7kV (min.)
6	Junction operating temperature Tvj(op)	125 deg. C (min.)
7	Collector-emitter saturation voltage VCEsat	4.5 V (typ.) at IC = 1200 A, Tvj = 125 °C
8	Short circuit pulse width tpSC	10µS at Tvj = 125 °C
9	Gate-emitter threshold voltage VGE(TO)	7.5 V (typ.)
10	Internal gate resistance Rgint	2 Ω (typ.)
11	Module stray inductance L CE	20nH (max.)
12	Emitter-collector voltage VEC	4 V (typ.) at IC = 1200 A, Tvj = 125 °C
13	switching energy loss Esw (Eon + Eoff)	11.5 J (typ.) *
14	Reverse recovery energy Erec	3.6 J (typ.) *

\* Test condition: VCC ≥ 2600 V, IF = 1200 A, Tvj = 125 °C, VGE = ±15 V, Ls : 150 nH (typ.), inductive load



**PURCHASE SPECIFICATION**

PS4062320

REV. NO: 00

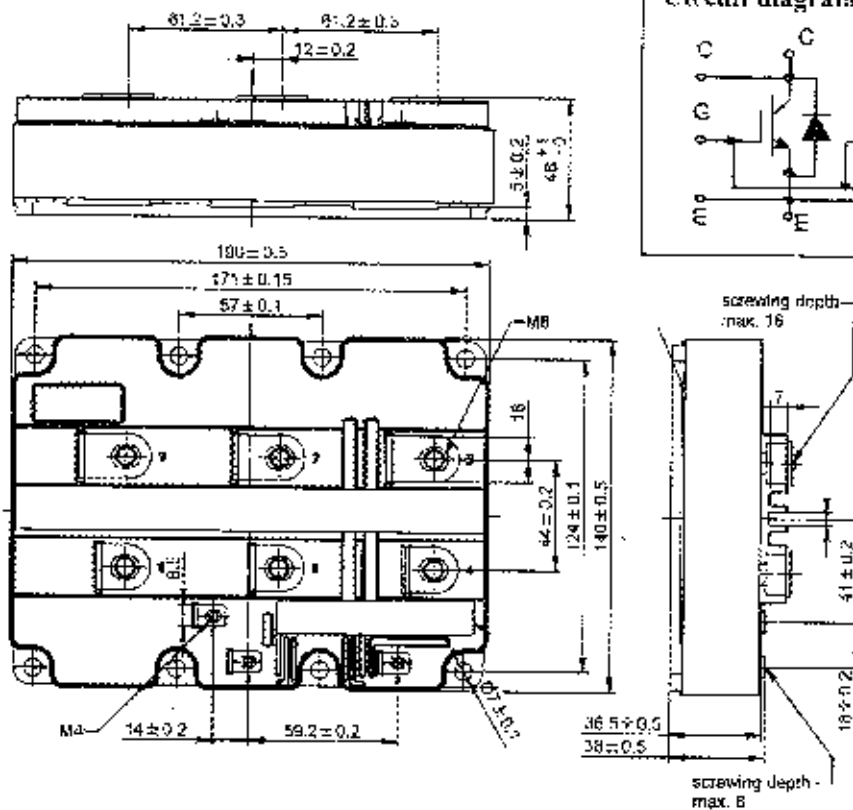
**FOR 4.5kV 1200A IGBT**

PAGE 02 OF 02

- |    |  |   |
|----|--|---|
| 15 | IGBT thermal resistance junction to case<br>Rth(j-c)IGBT   | 11 K/kW (max.)  |
| 16 | Diode thermal resistance junction to case<br>Rth(j-c)DIODE | 20 K/kW (max.)  |
| 17 | Contact thermal resistance case to heatsink<br>Rth(c-h)    | 7 K/kW (max.)   |
| 18 | Mass   | 2 Kg (max.)   |
| 19 | Dimensions   | 190x140 mm. For detailed dimensions refer below drawing |

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Outline drawing (for dimensional purpose only)



Acceptance Criteria: Accepted based on Test report / COC.

---END---

## **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.

## **Annexure-I**

### **Additional terms for Order Splitting**

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

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

## Annexure-II

### Formula to incorporate Exchange rate variation clause (ERV):

#### Considering:

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

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

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

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

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

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

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

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

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

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

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

# **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. "

Purchase Qualification Criteria (PQC) RFQ No. : SAMRC24007		
SUPPLIER NAME:-		
PQC		
Sl. No.	Description	Bidder's Confirmation. Attach relevant documents wherever required. ( YES/NO )
1	The bidder shall be an Original equipment Manufacturer (OEM) of IGBT OR Bidder authorized by OEM of IGBT to be supported with valid authorization letter from OEM for supplies to Indian Region.	
2	Offer shall be for new IGBT and not for any used or refurbished item.	
3A	The bidder shall be the supplier of IGBTs rated for 4.5 kV 1200 A for usage in traction converters of propulsion system. Bidder shall supply IGBTs as per BHEL's Purchase Specification No. PS 4062320 Rev No: 00 dated 20.06.2019, which is approved for series production by Indian railways and also proven in BHEL make propulsion system.	
3B	Bidders who are not meeting the criteria as in "3.A" above, will not qualify in techno commercial Bid ( Part –I Bid) and their price Bid ( Part II Bid) will not be opened. For such offers BHEL shall pre evaluate and approach RDSO/Indian Railways with details furnished by the bidder along with their offers for approval. The bidder shall also co-ordinate and provide all the necessary documents to Indian Railways /RDSO as required. These bidders will be considered only for a development order of 1 set = 80 Nos. of IGBTs. Bidder shall supply these IGBTs at L1 price as finalized in this tender. Further BHEL will take up with Indian Railways/ RDSO for evaluation and obtaining necessary approval for regular use in BHEL make propulsion system.	
4	<b>Document Submission.</b> a) Bidder to submit compliance to purchase Specification No. PS 4062320 Rev No: 00 dated 20.06.2019 along with data sheet.  Bidder who are not meeting the criteria as mentioned in <b>Point No. 3.A shall submit following documents:-</b> b) Proof of Supply of this or higher rating IGBTs used in rolling stock application directly or through any agency to Indian Railways to be submitted for reference. c) Type test report along with data sheet for proposed IGBT with clause wise compliance.	

Signature of Tenderer with Seal

Purchase Qualification Criteria (PQC) RFQ No. : SAMRC24007		
SUPPLIER NAME:-		
TECHNICAL BID		
Sl. No.	Description	Bidder's Confirmation (Acceptable / Not Acceptable) Please indicate deviations, if any.
1	IGBTs 4.5kV 1200A as per BHEL purchase Specification no PS 4062320 Rev No 00 dated 20.06.2019 & shall comply with.	Please confirm
2	Certificate of conformance/ Test report to be issued for each lot mentioning technical details and the same to be submitted along with BHEL shipping documents.	Please confirm

Signature of Tenderer with Seal

# COMMERCIAL TERMS & CONDITIONS

To be mandatory filled in <i>YES/No</i> or Not applicable ( <i>NA</i> )		(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.

## UNPRICE BID

RFQ No.

Supplier Name:-

Offer Ref:-

Sl. No.	Item Description	Quantity offered	Currency
1	<b>DV0688173315 IGBT 4500V 1200A</b> * HSN/SAC : 7318 Test Certificate IGBT 4500V 1200A. PURCHASE SPECIFICATION: <b>PS4062320</b>	18000	

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

Base Currency :

Exchange Rate of Base currency  
quoted:

**NOTE:**

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

Signature of Tenderer with Seal

**On Bidder Letter Head**

**Date:**

To,

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

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

**Ref:** BHEL Tender / RFQ / NIT Number .....

I..... **[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

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

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

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

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

(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