


REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: REDM000149 RFQ DATE : 25.05.2021	Due Date/Day: 16.06.2021 WED Time : 13:00 HRS Tender Box : Reception Area Opening Venue: NEW ENGG. BLDG
MMI:PU:RF:003			
(address for communication) :		(for all correspondence) Purchase Executive : REDDEPPA ANGAJALA Phone : 26998280 Fax : 00918026744227 E-mail: angajala@bhel.in	

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. 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

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	TI0668104295 Male [REDACTED] quick couplin * HSN/SAC : 3921 [REDACTED] Male [REDACTED] quick coupling [REDACTED] [REDACTED] Male quick coupling should be as per specification P.S NO. : PS/445/2693 Rev 00	9,000	NO	9,000	[REDACTED]

Total Number of Items - 1

- 1.
- 2.

Part 1 bid should contain PQC requirement, Technical offer, Commercial terms and other documents.
 Part 2 bid should contain Price offer inline with technical offer.

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.

REDDEPPA ANGAJALA
Control Equipment

1 OF 1



PRE-QUALIFICATION CRITERIA (PQC)
For High Pressure Fluid Coupling (AC LOCO)
GROUP: TRACTION ENGINEERING

Ref: 445/LOCO/PQC-HPFC

Rev. No.: 00

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1.0 PRE QUALIFICATION CRITERIA (PQC)
with respect to BHEL Purchase Specification No. PS/445/2693

1. The Bidder should be manufacturer / Supplier of High Pressure Fluid Coupling for Rolling Stock applications of Indian Railways for Traction equipment.

2.0 DOCUMENTS SUBMISSION

1. Bidder to submit clause by clause compliance to complete technical specification (Specification no. PS4452693 Rev. No.00, dated 16-12-2020).
2. Proof of supply of High Pressure Fluid Coupling used in traction applications directly or through any agency to Indian Railways during the last 5 years to be submitted as per the attached format of Performance Statement.

3.0 REFERENCE DOCUMENT

- a) Purchase Specification No PS4452693, Rev. No. 00

Revision 00 Dated:23-12-2020

APPROVED BY

Devanand V, DGM (TE)

PREPARED BY

Narasimha

ISSUED BY

Traction Engg.

DATE

23-12-2020



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PURCHASE SPECIFICATION
GROUP: TRACTION ENGINEERING

P.S NO. : PS/445/2693

REV. NO : 00

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SPECIFICATION FOR

High pressure fluid Coupling for Traction application

REVISION HISTORY:

REV.No.	DATE	NATURE OF CHANGE	REASONS	PREPARED BY	APPROVED BY
00	16.12.2020	FIRST ISSUE	--	Narasimha	Devanand V

ANY DEVIATIONS TO THIS DOCUMENT TO BE BROUGHT OUT CLEARLY BY VENDOR ALONG WITH TECHNICAL OFFER.

Revision 00

Dated 16.12.2020

APPROVED BY:

Devanand V, DGM (TE)

PREPARED BY:

Narasimha

Issued By

TE

DATE

16.12.2020

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PURCHASE SPECIFICATION
GROUP: TRACTION ENGINEERING

P.S NO. : PS/445/2693

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SPECIFICATION FOR High pressure fluid Coupling for Traction application

1.0 SCOPE:

This technical specification covers the requirements of design, manufacture, testing at works, packing and dispatch of High pressure fluid coupling as per ISO 16028.

2.0 APPLICATION:

High pressure fluid Coupling mentioned in this Purchase Specification is required to be used in various Traction Loco Projects.

3.0 ELIGIBILITY CRITERIA:

The Bidder should be approved by BHEL and should have supplied the offered item for Indian Railways projects of EMU/MEMU/DEMU or Locomotives or Metros operating in India.

4.0 CLAUSE BY CLAUSE COMPLAINT:

Vendor to submit clause by clause compliance to complete Purchase specification along with the technical bid.

5.0

Offered Male [REDACTED] components shall be independently interchangeable with Couplings of other make.



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6.0 ITEMS COVERED UNDER THIS PURCHASE SPECIFICATION

Sl. No.	BHEL Material Code	Cable Details
		Description
1	TI0668104295	High pressure fluid Coupling for Traction application (Male)

7.0 TECHNICAL SPECIFICATION :

Sl. No.	Description	Requirement
1	Material	CS/SS
2	Treatment	QPQ for CS
3	Sealing	EPDM
4	Style	Flat Surface
5	Backup Ring	PTFE
6	System Connection	Push
7	Locking Mechanism	Ball locking system
8	Interchangeable	Yes
9	Application Fluid	Water(70%)+Glycol(30%) (Antifrogen N44%)
10	Size inch	3/8 BSPP
11	Rated Pressure (bar)	7.5
12	Max operating pressure (bar)	10
13	Working temperature range max	80 degree cecius
14	Working temperature range min	-20 degree cecius
15	Rated Flow (l/min)	23
16	Max Flow (l/min)	46
17	Burst (ISO 18869)	>40
18	Connect force (ISO 18869):N-m	58.8
19	Disconnect force (ISO 18869):N-m	186.2
20	Spillage (ISO 18869) cc	0.01
21	Pressure Loss at rated flow(bar)	1

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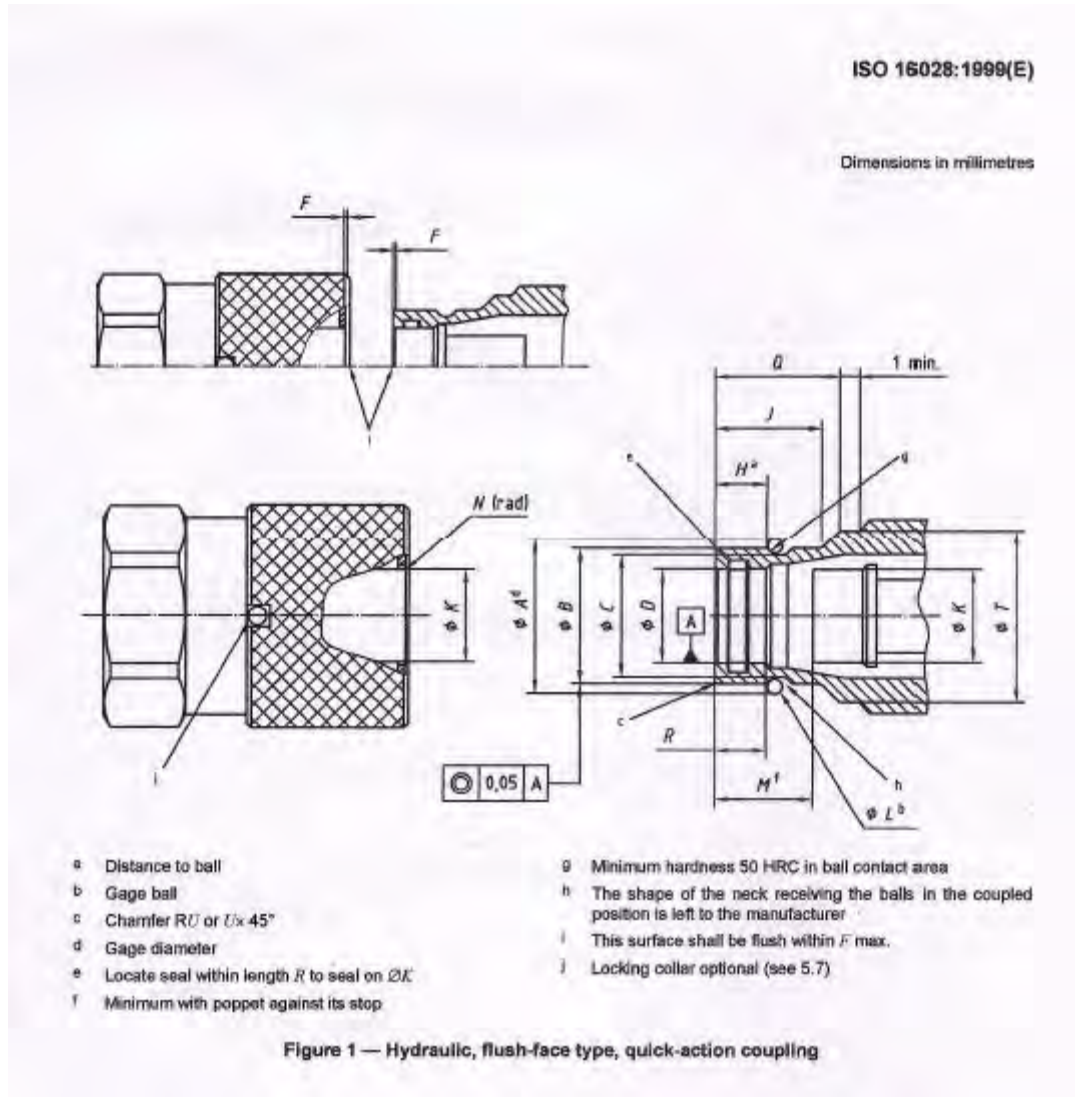
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Drawing and Dimensions:



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Table 1 — Dimensions for hydraulic, flush-face type, quick-action couplings

Size	Dimensions in millimetres																							
	A	B		C		D		F	H		J	L	M	N		R	T		U		K		Q	
	min.	max.	min.	max.	min.	max.	min.	max.		min.	max.	± 0.002 5	min.	max.	min.	max.	min.	max.	min.	max.	min.	max.	min.	max.
6,3	20,50	18,10	16,20	13,85	14,05	9,70	9,75	0,6	5,70	5,80	11,56	3,175	10,80	0,18	0,33	7,65	20,70	20,80	0,25	0,75	9,55	9,60	13,85	13,95
10	24,10	19,66	19,79	17,53	17,73	12,65	12,70	0,6	4,68	4,86	16,25	3,175	15,60	0,25	0,41	9,65	23,24	23,34	0,25	1,15	12,50	12,57	18,11	18,21
12,5	30,15	24,45	24,58	21,90	22,10	15,62	15,70	0,7	9,75	9,95	17,35	3,969	16,90	0,25	0,41	10,40	30,40	30,60	0,5	1	15,51	15,58	20,30	20,40
16	32,65	26,35	27,08	24,40	24,60	17,82	17,70	0,7	9,75	9,95	17,35	3,969	17,50	0,30	0,46	10,50	32,90	33,00	0,5	1	17,48	17,55	20,30	20,40
18	36,68	29,87	30,00	26,80	27,00	20,87	20,75	0,9	11,30	11,50	23,20	4,782 5	21,50	0,30	0,46	11,25	36,00	36,10	0,5	1	20,48	20,56	27,30	27,40
25	44,65	35,04	36,07	31,90	32,10	23,67	23,75	1,1	10,80	11,00	23,20	6,350	22,60	0,43	0,68	13,05	45,25	45,35	0,75	1,25	23,48	23,55	29,85	29,95



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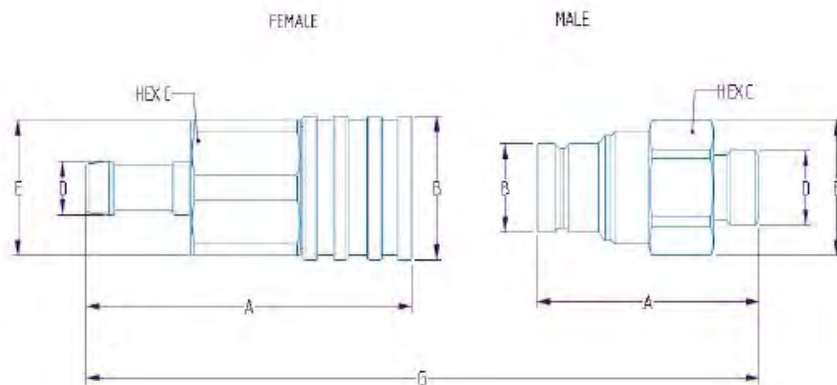
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DIMENSIONAL DETAILS

PART NO	PART NAME	A	B	C	D	E	G
	MALE	59.6	19.7	27	3/8" BSP	30	130
	FEMALE	87.6	31.8	30	3/8" H	31.9	



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8.0 CLIMATIC & ENVIRONMENTAL CONDITIONS:

Offered Items should comply with the following environmental conditions.

- (a) Relative Humidity: up to 98% saturation during rainy season which may be as long as five (5) months.
- (b) Altitude: At any altitude between 0 and 1776 m above mean sea level.
- (c) Rainfall: Very heavy and continuous (up to 2500mm during rainy season)
- (d) Atmosphere during hot weather: Extremely dusty, humid and salty. The EMU/MEMU shall be working in coastal area also and thus shall be continuously exposed to highly corrosive, salty atmosphere along with industrial pollutants.

9.0 DESIGN REQUIREMENTS/ DOCUMENTS TO BE PROVIDED BY SUPPLIER

Drawings, weights, etc.	To be provided by supplier
Type test protocol & procedure/ Type test reports	Supplier to submit the complete reports of type test conducted on the proposed/offered cable.
Technical Manual / Catalogue	To be provided by supplier
QAP	To be provided by supplier



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10.0 TESTING:

- (a) The Purchaser, his duly authorized representative and/or outside inspection agency acting on behalf of the Purchaser shall have, at all reasonable times, free access to the Contractors premises or Works and shall have the power, at all reasonable times, to inspect and examine the materials and workmanship of the works during its manufacture or erection. If part of the ordered material is being manufactured or assembled at other premises or works, the manufacturer shall obtain permission to inspect as if the material were manufactured or assembled on the manufacturer's own premises or works. Inspection may be made at any stage of manufacture, dispatch or at site as per option of the Purchaser and the equipment if found unsatisfactory due to bad workmanship or quality, material is liable to be rejected.
- (b) The inspection by Purchaser and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Manufacturer in respect of the agreed quality assurance program forming a part of the Contract.

11.0 NOTE FOR BIDDERS:

- (a) Offers from only the Suppliers approved by RDSO are acceptable. Supplier to submit approval letter along with Technical Offer to meet this criteria.

End of the Document

COMMERCIAL TERMS

Tender department: CE MM, EDN, BHEL, BANGALORE			RFQ/NIT/Enquiry no.	REDM000149
		Bidder Name:		
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	DDL, BHEL EDN, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges) FCA, Airport for Foreign Bidders.		
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. For Supply, date of receipt of material at BHEL EDN will be treated as delivery for purpose of penalty.		Delivery period in weeks
4	Payment Term	100% within 45 days from the date of receipt of material at EDN Stores.		
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%. For Supply, date of receipt of material at BHEL EDN Stores will be treated as date of delivery for purpose of penalty calculation		
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	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)		
9	Validity	Quotation should remain valid for a period of 90 days from the due date.		
10	Reverse Auction	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.		
11	Declaration for GFR 2017 Rule 144(Xi)	Declaration to be uploaded (Format attached)		
12	Declaration for Make in India	Submit if applicable		
12.a	MSME certificate	Submit if applicable		
13	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.		
14	Warranty	12months from date of commissioning or 18 months from the date of supply whichever is earlier		
15	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		

Sr. No	DESCRIPTION	Details	Bidder's Acceptance / Response	Remarks if any
16	Rate Contract Acceptance	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. 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.		
17	Rescheduling of Deliveries	BHEL reserves the right of postponement, rescheduling or staggering of delivery based on the project schedule.		
18	Non acceptance of RC	Offer will be liable for commercial rejection for non acceptance of clause no 16 & 17		
19	Tolerance	Not applicable		
20	Documents for bill processing (after supply)	<p>Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be submitted to Purchase Officer directly on below address for bill processing -</p> <p>REDDEPPA ANGAJALA, SR. MANAGER /CE-MM, NEB 2ND FLOOR, BHEL-EDN, BANGALORE - 560026, KARNATAKA</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, angajala@bhel.in & arunml@bhel.in</p> <p>Depending upon the PO, despatch documents may include one or more documents from the following:</p> <ol style="list-style-type: none"> 1. Invoice for payment (original) 2. Invoice for payment (extra copy) 3. Packing list mentioned items in each box number 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. <p>The precise list of despatch documents needed for the project will be specified in the Purchase Order.</p> <p>One set of Invoice, Packing List and L/R or AWB shall be e-mailed/faxed</p>		
	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: angajala@bhel.in & arunml@bhel.in</p> <p>(4) The evaluation currency for this tender shall be INR.</p> <p>(5) Provision of Tax Collected at Source (TCS) is applicable for this tender</p> <p>(6) For the purpose of availment of GST amount as Input Tax Credit (ITC), time limits are mentioned and as of now it is September of the subsequent Financial Year. If complete set of invoice and other supporting billign document required as per PO is not submitted to concerned Purchase Officer at least 45 days prior to this cut-off date, BHEL will not be able to avail Input Tax Credit and hence corresponding GST amount will not be paid to the vendor / contractor.</p>			

On Bidder Letter Head

Date:

To,

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

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

Ref: BHEL Tender / RFQ / NIT Number

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

For M/s

Authorized Signatory
(with company seal & Name)

On Bidder Letter Head

Date:

To,

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

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

Ref: BHEL Tender / RFQ / NIT Number

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

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

[Factory Address]

For M/s

Authorized Signatory
(with company seal & Name)

Special Conditions of Contract

RFQ No. : REDM000149

- (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.

Details of IEM for this tender is furnished below:

SI No.	IEM	Address	Phone & Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 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 Reddeppa Angajala, Department : CE-MM Address : BHEL EDN, NEB 2 nd Floor, Mysore Road, P B No. 2606, Bangalore - 560026. Phone : +91 80 2699 8280 / 9632200048 Email : angajala@bhel.in Fax : +91 80 26989228	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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INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

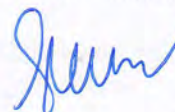
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:



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

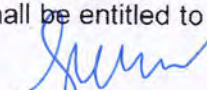
- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to



demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.



- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.



- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

ರೆಡ್ಡೆಪ್ಪ ಅಂಗಾಜಲ, ವ್ಯವಸ್ಥಾಪಕರು/ನಿ.ಉ.-ಎಂ.ಎಂ.
 REDEPPA ANGAJALA, MANAGER / CE-MM
 BHEL-EDN, MYSORE ROAD, BANGALORE - 560026.

Place

Date

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____