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ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

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

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

Sealed quotations are invited under three part bid system for entering into annual rate contract for the supply of heat sink water cooled as per BHEL technical specification.

RFQ NO and date	SSMM919027 dated 16.09.2019
RFQ due date & time	11.10.2019 (Friday) up to 13.00 hrs (IST)
Date, Time & Venue of Part-I & II Bid Opening	11.10.2019 after 13.30 hrs (IST) New Engineering Building 6th Floor Bharat Heavy Electricals Limited PB NO 2606, Mysore road, Bangalore-560 026. INDIA
Date, Time & Venue of Price Bid opening	Will be intimated later for technically accepted vendors
Address for Communication & Contact Person in BHEL	Mr. Sanjoy Sam/ Mrs. Prema S SA - MM Department, BHEL Electronics Division, PB NO 2606, Mysore road, Bangalore-560 026. INDIA Email: Sanjoy.sam@bhel.in , premas@bhel.in Telephone number: +91 80 26998055, +91 80 26998457

REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: SSMM919027 RFQ DATE : 16.09.2019	Due Date/Day: 11.10.2019 FRI Time : 13:00 HRS Tender Box : Reception Area Opening Venue: SUB ASSLY PUR
MMI:PU:RF:003			

(address for communication) :	(for all correspondence) Purchase Executive : Sanjoy Sam Phone : 26998055 Fax : 00918026989215 E-mail: Sanjoy.sam@bhel.in
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SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	DV0688170744 HEATSINK WATER COOLED HSN/SAC : 7318 100% visual inspection shall be carried out to rule out any surface defects. As per Drawing No. 36881710058	5,400	NO	AS PER PO	AS PER PO

Total Number of Items - 1

This RFQ is for the purpose of entering into Annual Rate Contract (RC) only, for supply of Heat Sink Water Cooled

Refer PQC, Purchase Specification & Additional Terms & Conditions.

Note : Submit duly filled ,Signed & Stamped Integrity pact along with Part II bid.

Three PART BID - SUBMIT , PQC ,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. Sanjoy Sam Sub-Assembly 1 OF 1
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ADDITIONAL TERMS AND CONDITIONS

RFQ NO. SSM919027

This RFQ is for the purpose of entering into Rate Contract (RC) only for the supply of HEAT SINK WATER COOLED.

This RFQ is also governed by INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at <http://edn.bhel.com> (RFQ-PO Terms & Conditions). The special terms and conditions mentioned below supersedes the general conditions of contract, for contradictory clauses if any.

1. Separate offer in English language addressed to the Purchase Executive shall be made for this RFQ in three parts.

Three Part Bid : Offer shall be made in three parts as detailed below:

“Pre -Qualification Criteria Bid (Part I Bid)”: Documents related to PQC to be placed In a sealed cover super scribed with RFQ No., Due Date and “Pre-Qualification Criteria Bid (Part I Bid)” ,

“Techno-commercial Bid (Part II Bid)” :

Unpriced offer i.e. “Techno-commercial Bid” with filled in BHEL Standard commercial terms and conditions along with purchase specification, integrity pact, etc if any shall be placed in a sealed envelope and must be super scribed as “Techno-commercial Bid”(Part II bid) and RFQ number, Due date.

“Price Bid (Part III Bid)” : Priced offer i.e ‘Price bid’ of the offered item to be placed in a separate sealed envelope super scribed with RFQ No, Due date and “Price Bid (Part III Bid)”.

All the three sealed envelopes shall be placed in another sealed envelope super scribed with RFQ No & Due date.

First pre-qualification bid & Techno commercial bid will be opened on due date.

The techno-commercial bids received against this RFQ will be evaluated for techno-commercial suitability.

Price bids of techno-commercially qualified bids only will be opened.

For offers not having required BHEL approval are suitable for development purpose only and will be dealt as per Clause 5b of PQC.

2. Pre-qualification criteria is attached herewith.
3. If any, Type test charges in rupees / in foreign currency (for import quote) to be indicated separately in the price bid and BHEL will consider all type test charges for arriving lowest price. (Same to be confirmed in techno-commercial bid without price.)

4. This RFQ is for entering into a Rate contract for 5,400 numbers of heat sink water cooled used in Traction converter, which shall remain valid for a period of one year from the date of entering into rate contract.
5. Delivery Period: Best delivery schedule from the date of purchase order shall be quoted.
6. Terms of delivery :
EXW/FCA/CIP Bangalore Airport (For foreign bidders)
Door Delivery to BHEL EDN Stores, Bangalore with Freight and Insurance paid. (For Indigenous Bidders)
Note: Deviated Delivery terms and corresponding loading factors is mentioned in clause I (i) of instructions to bidders (DOC No. BHEL: EDN: ITB- SHOP: REV 03).
- 7 Payment: BHEL standard terms of payment
For Indian bidders:
100% within 45 days credit,
For foreign bidders:
100% sight draft with 45 days credit,
Note: Deviated payment terms and corresponding loading factors is mentioned in clause I (ii) of instructions to bidders (DOC No. BHEL: EDN: ITB- SHOP: REV 03).
- 8 Penalty: As per Clause 15 of GCC.
Note: Deviated penalty terms and corresponding loading factors mentioned in clause I (iii) of instructions to bidders (DOC No. BHEL: EDN: ITB- SHOP: REV 03).
- 9 Quantity indicated in the RFQ is tentative based on BHEL' S projected requirement but no commitment is made regarding the quantities. Purchase orders shall be placed as and when actual requirements arise for specific quantity against the rate contract during the tenure of this rate contract.
- 10 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.
- 11 **Order Splitting:** BHEL reserve the right to Split the rate contract quantity in the ratio of 70:30 to L1, and L2 vendors respectively subjected to L2 vendor accepting to supply as per L1 negotiated price. In case, L2 vendor does not accept to supply as per L1 negotiated price, the counter offer will be extended to subsequent vendor's i.e. L3, L4, L5.... In case no subsequent vendor accept to supply in L1 price, balance quantity will be ordered on L1 only. The decision of BHEL shall be final on this matter.
- 12 Purchase Order shall be placed from time to time depending on actual requirement of BHEL during the tenure of the contract as per clause no. 11.
- 13 Validity of the offer shall be for 90 days from date of tender opening for issuing rate contract.
- 14 Offers with non-acceptance of BHEL terms & not accepting for Rate contract, are liable for rejection.

- 15 **Evaluation of offers:** L1 vendor (lowest Bidder) will be decided based on ‘**Cost to BHEL**’ value after considering the applicable loading factors and other costs including packing & forwarding, applicable duties , taxes, etc if it is in the scope of BHEL.
- 16 BHEL reserves the right to adopt any method of bidding including reverse Auction instead of opening the sealed enveloped bid submitted by the bidder.

SPECIAL CONDITIONS OF CONTRACT

REF.: RFQ NO. SSMM919027

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: Mr Arun Chandra Verma, IPS (Retd.)

Or Mr. Virendra Bahadur Singh, IPS (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.

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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

(a). Details of IEM for this tender is furnished below:

Name : **Mr Arun Chandra Verma, IPS (Retd.)**
Address : Flat No. C -1204,
C Tower, Amrapali, Platinum Complex,
Sector 119, Noida (U.P.)
Email : acverma1@gmail.com

Name : **Mr. Virendra Bahadur Singh, IPS (Retd.)**
Address : H. No. B-5/64, Vineet Khand,
Gomti Nagar, Lucknow - 226010
Email : vbsinghips@gmail.com

(b). 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 IEM mentioned in the tender.

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.

For all clarifications/ issues related to the tender, Please contact:

Name : Mr Sanjoy Sam, Dy Manager
Department : SA-MM
Address : BHEL EDN, NEB 6th Floor, Mysore Road
P B No. 2606, Bangalore.
Phone : +91 80 2699 8055
Email : sanjoy.sam@bhel.in

RFQ No. : SSMM919027 dated 16.09.2019 Supplier Name :

Offer Ref :

Contact Details :

Registered Office:- Address : Telephone No. : Email :
Manufacturing plant:- Address : Telephone No. : Email :
Ordering party (To be filled if different from Manufacturer) Address : Telephone No. : Email :
Contact person :- Name : Office Address : Telephone No. : Mobile No. : Email :
Contact person in India (if any) :- Name: Office Address : Telephone No. : Mobile No. : Email :

Signature of Tenderer with Seal

Purchase Qualification Criteria (PQC)

RFQ No. : SSMM919027 dated 16.09.2019 ; Supplier Name :

PQC Criteria		
	Particulars	Bidder's Confirmation. Attach relevant documents wherever required.
1	The bidder shall be an Original Equipment Manufacturer (OEM) or authorised by the OEM (to be supported with valid authorisation from OEM for supplies to Indian region)	Yes/ No
2	The OEM shall be a cold plate manufacturer for industrial application.	Yes/ No
3	Offer shall be for new cold plate only and not for any used or refurbished material	Yes/ No
4	For bidders, who are not existing supplier to BHEL EDN for cold plate, bidder shall submit details regarding the manufacturing and testing facilities at their works along with the quotation. BHEL EDN representatives may visit the vendor's works to ascertain his technical capability.	Yes/ No
5 a	BHEL Approved vendors for Heat sink water cooled will be considered for the tendered quantity.	
b	New vendors will be considered for separate development order for a quantity of 20 Nos only for technical evaluation and field trial which is independent of this tender quantity. After successful field trial these vendors shall be considered for regular Future tenders.	
Signature of Tenderer with Seal		

TECHNICAL

RFQ No. : SSMM919027 dated 16.09.2019 ; Supplier Name :

Sl. No.	Particulars	Bidder's Confirmation (Acceptable / Not Acceptable) Please indicate deviations, if any.
1.	<p>Vendors who are already developed and approved for supplying cold plate to BHEL for 6000 HP AC Loco shall quote for the same item. The same may be concurred.</p> <p>New vendors shall develop and manufacture the cold plate as per BHEL reference drawing 3 688 17 10058 Rev 00. Drawing is only for overall assembly dimensions & technical requirements. Vendor shall have the capability to design internal flow paths.</p>	Please confirm

Criteria for placing Development Order on Vendors not approved by BHEL.

New vendors agreeing for development activity, as per PQC- 5b above shall comply to furnish following documents for technical evaluation of Heat sink water cooled.

1	Certificate of compliance to BHEL specification/drawing	Yes / No
2	OEM Part Number with Data Sheet	Yes / No
3	Material composition certificate	Yes / No
4	Static pressure test	Yes / No
5	Flow pressure test at different flow levels (10 lpm ,12 lpm)	Yes / No
6	Thermal performance test report at flow levels of 10 lpm and 12 lpm	Yes / No
7	Dimension report	Yes / No
8	One number sample before bulk supply	Yes /No

Note: New bidders agreeing to the above requirements will be considered for development order.

Signature of Tenderer with Seal

COMMERCIAL TERMS		
RFQ No. : SSMM919027 DATED 16.09.2019		
Supplier Name :		
Sl. No.	Particulars	Bidder's Confirmation Please indicate deviations, if any.
1	Currency of offer: Please specify the currency of your offer	
2.	Terms of Payment	
	i) For Foreign Vendors a. BHEL standard payment term is 100% sight draft with 45 days credit,	Please confirm
	ii) For Indian Vendors BHEL standard payment term is 100% payment with 45 days credit,	Please confirm
3.	Terms of Delivery	
	i) For Foreign Vendors EXW(Location)/FCA (Name of Gate way Airport)/CIP Bangalore Airport	Please confirm
	ii) For Indian Vendors Door Delivery to BHEL Stores, Bangalore with Freight and Insurance paid	Please confirm
4.	Country of origin: Please specify country of origin.	Country of origin:
5.	Validity: Quotation should remain valid for 90 days from the RFQ due date.	Quotation Validity :
6.	Delivery Schedule required by BHEL: BHEL requires BEST delivery Schedule from the date of PO. If Staggered, Lot size & Delivery Schedule to mention.	Vendor delivery schedule :
7	Penalty for delayed delivery: 0.5 % per week for undelivered portion subject to a maximum of 10 %. Loading factor will be applicable for non-acceptance of penalty clause, Non- Acceptance: 10% Partial Acceptance (X%): (10- X)%	Acceptable / Not Acceptable
8.	Price basis: Firm: Till the completion of tenure of rate contract or till completion of supplies Price to be quoted per HEAT SINK WATER COOLED.	Please confirm

Place:

Date:

Signature of Tenderer with Seal

UNPRICED BID

RFQ No. : SSMM919027 dated 16.09.2019 , Supplier Name :

Offer Ref : _____

Sl. No.	Item Description	Quantity offered	Currency
1	DV0688170744 HEATSINK WATER COOLED HSN/SAC : 7318 100% visual inspection shall be carried out to rule out any surface defects. As per Drawing No. 36881710058	5,400 Nos.	

NOTE:

Technical and commercial terms shall be as part of techno-commercial bid.

Place:

Date:

Signature of Tenderer with Seal

PRICE BID

RFQ No. : SSMM919027 dated 16.09.2019, Supplier Name :
Offer Ref :

Sl. No.	Item Description	Quantity offered	Price per No	Currency
1	DV0688170744 HEATSINK WATER COOLED HSN/SAC : 7318 100% visual inspection shall be carried out to rule out any surface defects. As per Drawing No. 36881710058	5,400 Nos.		

NOTE:

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

Place:

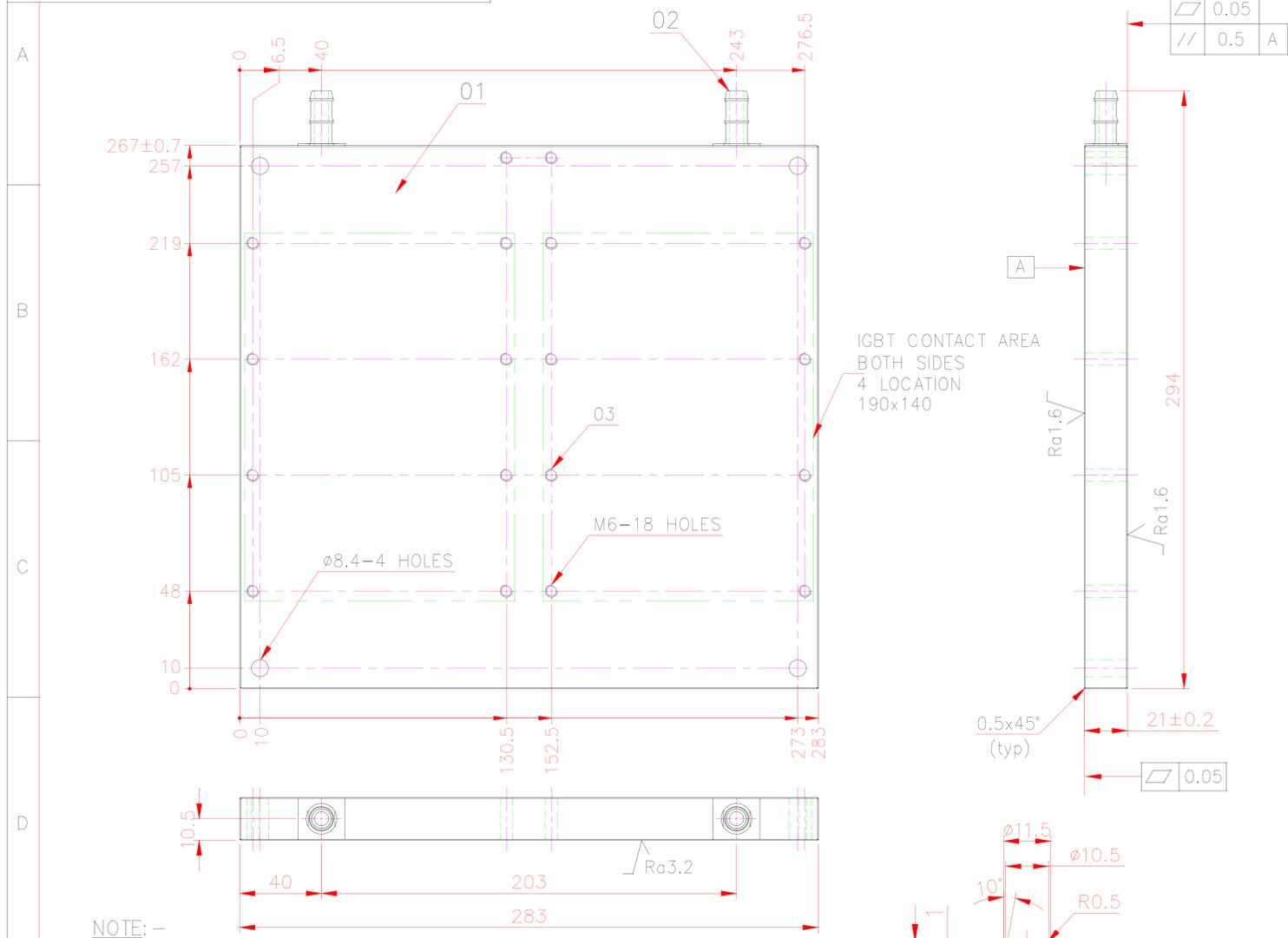
Date:

Signature of Tenderer with Seal

3 688 17 10058
DRAWING NO.

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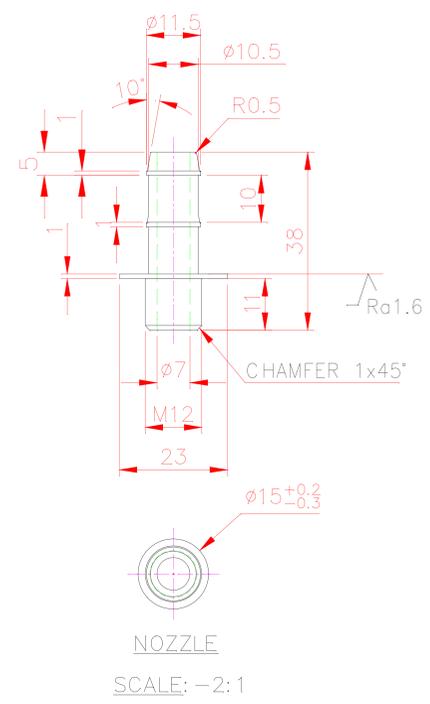


SL.NO	DESCRIPTION	SPECIFICATION
01**	THERMAL RESISTANCE (70% WATER WITH 30% GLYCOL) @ 10LPM @ 12LPM	BETWEEN INLET WATER TO MAX HEATSINK SURFACE TEMPERATURE FOR 4 IGBT's POWER LOSS AT 8.3kW <2.5°K/kW <2.3°K/kW
02	PRESSURE DROP @ 10LPM @ 12LPM	<750mBar <1100mBar
03	PRESSURE TIGHTNESS	5bar @ 1min
04	ALL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

**NOTE:-
 1. VALUES FOR 12LPM IS FOR REFERENCE PURPOSE ONLY.
 2. ACTUAL OPERATING FLOW IS 10LPM.
 3. POWER LOSS OF 8.3kW IS CONSIDERED TO BE DISTRIBUTED OVER FOUR PLACES.
 4. HEAT SINK IS USED AS DOUBLE SIDE COOLING.

QTY.	ITEM No.	DESCRIPTION	DRAWING NO.	ITEM No.	MATERIAL CODE	UT.Wt. (kgs)
	18	03	HELICOL M6x3D STAINLESS STEEL			
	2	02	HOSE PIPE (ALUMINIUM)			
	1	01	ALUMINIUM BASE		*	
				VARIANT	MATERIAL SPECN.	QTY.

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



TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT

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

DEPT. SAE	FOR UNSPECIFIED-TOLERANCES REFER ED 0230499	SCALE	WEIGHT(Kg)	REF. TO ASSY. DRG.	ITEM NO.	No. OF ITEM
CODE 406		1:3				
TITLE				DRAWING NO.		REV.
HEAT SINK (WC-IGBT-8.3KW)				3 688 17 10058		00
				SHEET NO. 01		NO. OF SHEETS 01

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

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____
