


REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: KBRRC00004 RFQ DATE : 09.08.2022	
MMI:PU:RF:003			

(address for communication) :	(for all correspondence)
	Purchase Executive : BHASKER REDDY K Phone : 080-26998080 Fax : E-mail: bhaskerkasireddy@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	HV0672720345 30kW DC Power Module for EV charger * HSN/SAC : 9032 Doc No.- PS4422058 Rev - 00 Doc No.- PS4422078 Rev - 00 Test Certificate 30kW DC Power Module for EV charger as per PS4422058.	175	NO	175	

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. BHASKER REDDY K Control Equipment 1 OF 1

Pre-Qualification Criteria (PQC)

Item : “DC Power Module for EV Chargers”, referred to as “Product” in this document.

Time Period / duration : Any reference to the past would be calculated from the date of opening of the bid.

- 1) The supplier of the product to BHEL, i.e the bidder, shall be either an OEM or an authorised representative. OEMs based outside India, who are making offer for this tender shall have authorized representatives in India for support related to documentation, supply and other services for the bid. If the bidder is an authorised representative, they shall submit a letter from the OEM in OEM’s letterhead authorising them for this bid and mention clearly the scope of services that would be provided by the OEM and the authorised representative. This authorization provided by OEM to representatives shall indicate the type, duration & validity of the agreement.
- 2) The OEM should have designed, engineered, manufactured, tested in their works, type tested or got type tested and supplied the product for various EV Chargers.
- 3) The OEM shall have well established facilities in their works for the design, engineering, manufacturing, testing, offering technical support post sales etc. of the product. To this effect, a self-certification in the letterhead shall be submitted by the Business Head of the product by the OEM.
- 4) a) The OEM shall be in the business of supplying the product for at least in the last ONE financial year.
b) The product offered shall be a well established one in the market and shall be in continuous successful operation in the field for at least in the last ONE year.

Documentary proof for a) and b) above shall be submitted by the bidder. For a) Purchase Order (PO) copies of earlier supplies shall be considered. If due to NDA POs cannot be provided, then PO with information that cannot be shared may be masked and submitted; or else a reference list of customers / projects including when supplied shall be submitted. For b) certificate from customers shall be considered. If documentary proof for b) is not available a self-certification in the letterhead shall be submitted by the Business Head of the product by the OEM.

- 5) Copies of all relevant type test certificates of the product shall be submitted by the bidder.
- 6) The document for total Production capacity of the OEM and the quantity that could be supplied per month to BHEL for this product shall be obtained from the OEM in their letterhead.
- 7) The OEM shall give an undertaking on their letterhead that they shall meet the warranty obligations and also offer technical support as and when required, for the product, for at least 7 years after effecting the sale of the product to ensure smooth functioning of the EV Chargers. This shall include support for the repair of the product and in supplying spares, accessories etc. for the product, as applicable.

If authorised representative is the bidder, they shall obtain the undertaking from the OEM that the OEM shall extend support to BHEL either through their authorised representative or extend support to BHEL directly by OEM themselves and submit the same. OEM shall also furnish an undertaking in their letterhead that in case of change in Indian representative/agent, OEM shall continue to support BHEL as mentioned above.

- 8) Techno-commercial bid shall be evaluated only after all the above clauses of this PQC are fully satisfied by the bidder.

**PURCHASE SPECIFICATION FOR DC POWER MODULE**REVISION HISTORY SHEET

REV. NO.	DATE	NATURE OF CHANGE	REASON FOR CHANGE	PREPARED BY	APPROVED BY
00	09.12.21	FIRST ISSUE	---	UK	NS



PURCHASE SPECIFICATION FOR DC POWER MODULE

1.0 Introduction:

This specification describes the DC Power Module for use in fast charging of Electric Vehicles i.e EV Charger application.

2.0 Technical Specification:

The DC Power Module, suitable for vertical mounting in the EV Charger panel, shall have the following features:

S No	Description	Requirement
1	Output Voltage Range	150V – 1000V
2	Output Current Range	0 – 100A
3	Maximum output power	≥ 30 kW
4	Efficiency at rated load	≥ 95 %
5	Peak-to-peak ripple voltage of DC output	≤ 1%
6	Peak-to-peak ripple current of DC output	≤ 5 A
7	Input Voltage	3-phase, 415V ± 15%
8	Input Frequency	50 ± 1.5 Hz
9	Power factor in input at rated load	≥ 0.95 at rated load
10	Input current harmonic distortion	≤ 5% at rated load
11	Current stabilized accuracy	≤ ± 1%
12	Voltage stabilized accuracy	≤ ± 0.5%
13	Start-up & shutdown overshoot	< 10%
14	Communication interface	CAN
15	Protections	Power-on self-check, Protections for Input AC circuit and Output DC circuit, Over Voltage, Under Voltage, Over Current, Short Circuit, Surge Protection, Over Temperature, Built-in residual voltage discharge circuit, Built-in battery current reverse protection circuit shall be present.
16	Cooling	Forced air cooling with built-in fan control and fan failure management.
17	Isolation / Insulation Voltage and Resistance	Values shall be specified.
18	EMI / EMC	As per relevant IEC or other equivalent International Standards. Details of conformance to be specified.
19	Safety standard	As per relevant IEC or other equivalent International Standards. Details of conformance to be specified.



S No	Description	Requirement
20	Additional requirement	Connector for input and Output power & communication, preferably along with prefab cables crimped. The length of the prefab cables shall be mentioned. Else input and output cable and connection details shall be mentioned for cable connection to the connectors / terminals.
21	Ventilation	Required
22	Service Support in India	5 year (Minimum). Also, necessary support shall be provided for DC Power module Routine testing at BHEL works.

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2.1 The power module shall be connected in parallel combination to meet the higher current / power requirements. Number of power modules that can be connected in parallel shall be mentioned. The modules connected in parallel shall share the current equally. Output DC Current sharing accuracy shall be mentioned. The power module shall be configured in master / slave mode to share the current equally in case of parallel connection. The total current / voltage reference command shall be received through CAN interface from the BHEL controller. The data to be communicated, address information and other relevant information for the CAN communication shall be shared.

2.2 Characteristics:

Output voltage vs. output current and Output voltage / current / power vs. temperature – graphs shall be provided. The output voltage and current of the power module shall be possible to be controlled continuously within the limits and in the specified range of the voltage, current and power without any break.

3.0 Ambient Conditions:

Operating Temp range : 0° C to 55° C
Storage Temp range : -10° C to 60° C
Humidity Range : 5% to 95%, non-condensing
Altitude (max) : 1000 metre above MSL

4.0 List of documents to be submitted along with the offer:

Detailed technical datasheet with dimensional drawing, mounting details, connector details, module CAN communication details, healthy, alarm and various fault indications, troubleshooting guidelines, module replacement procedure, List of Routine tests carried out on the DC Power Module in supplier's factory, List of Routine tests to be carried out on the DC Power Module at BHEL before use in the EV Charger panel, the test protocol and the test set-up required for the tests and Valid type test certificates.

5.0 List of documents to be submitted along with supply:

Routine test certificate, Installation manual, O&M manual, software if any.

**6.0 Acceptance criteria:**

Power module with connectors and pre-fab cables (if applicable), documents mentioned as to be submitted along with supply.

7.0 Warranty:

18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.

COMMERCIAL BID

Parent department: CE MM, EDN, BHEL, BANGALORE		RFQ/NIT/Enquiry no.	KBRR00004	
Tender floated through NIC e-Procurement system Website - https://eprocurebhel.co.in/nicgp/app . Vendor to submit offer only through NIC e-Procurement system.				
Description :		Bidder Name:		
30kW DC Power Module for EV charger				
Sr. No	DESCRIPTION	Details	Bidder's Response	Remarks if any
1	Price Basis	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.		
2	Terms of Delivery	DDL, BHEL EDN, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges)/ FCA to International Airport (Airport name to be indicated)		
3	Delivery Period	Total quantity requirement is for 1 year, Indicate the best possible delivery schedule in no. of weeks from the date of issue of Purchase order. For Supply, date of receipt of material at BHEL EDN will be treated as delivery for purpose of penalty. For foreign vendors, delivery date shall be reckoned from the date of invoice or date of intimation to freight forwarder, whichever is earlier.		
4	Evaluation of L1 vendor	Evaluation will be done on lumpsum lowest bidder will be considered for ordering.		
5	Payment Term	100% within 45 days from the date of receipt of material at BHEL EDN Stores.(Indigenous vendors)/ 100 % against sight draft with 45 days credit (For Foreign vendors - 45 days from the date of receipt of complete set of documents at our bank will be considered)		
6	Penalty for delay in delivery	Supply: 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%.		
7	Loading towards Deviations	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	Declaration for GFR 2017 Rule 144(Xi)	Declaration to be uploaded (Format attached)		
11	Declaration for Make in India	Declaration to be uploaded (Format attached), Local content percentage to be mentioned		
12	Reverse Auction	Applicable "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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."		
13	Cartel declaration	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or on-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 extant policies/ guidelines.		

COMMERCIAL BID

Parent department: CE MM, EDN, BHEL, BANGALORE		RFQ/NIT/Enquiry no.	KBRR00004	
Tender floated through NIC e-Procurement system Website - https://eprocurebhel.co.in/nicgp/app . Vendor to submit offer only through NIC e-Procurement system.				
Description : 30kW DC Power Module for EV charger		Bidder Name:		
Sr. No	DESCRIPTION	Details	Bidder's Response	Remarks if any
14	Inspection	Items will be inspected at BHEL EDN works and acceptance will be provided after that only		
15	Warranty	12 months from the date of commissioning or 18 months from the date of supply whichever is earlier		
16	Integrity Pact	Applicable		
17	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		
18	Rate Contract	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.		
19	Non acceptance of RC	Offer will be liable for commercial rejection for non acceptance of clause no 16,17&18		
20	Documents for bill processing	<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 - BHASKER REDDY K MANAGER /CE-MM, NEB 2ND FLOOR, BHEL-EDN, BANGALORE - 560026, KARNATAKA CONTACT: 080 26998080</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, bhaskerkasireddy@bhel.in and kanimozhid@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 <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 immediately to BHEL-EDN after despatch.</p>		

COMMERCIAL BID

Parent department: CE MM, EDN, BHEL, BANGALORE		RFQ/NIT/Enquiry no.	KBRR00004	
Tender floated through NIC e-Procurement system Website - https://eprocurebhel.co.in/nicgep/app . Vendor to submit offer only through NIC e-Procurement system.				
Description : 30kW DC Power Module for EV charger		Bidder Name:		
Sr. No	DESCRIPTION	Details	Bidder's Response	Remarks if any
		<p>Foreign supplier shall provide the following documents at the time of submission of offer :-</p> <ol style="list-style-type: none"> 1. No Business connection in India declaration issued by the seller as per the format specified 2. a. No permanent establishment in India declaration issued by the seller as per the format specified. b. Tax residency certificate issued by the seller's tax authority c. Form 10F issued by the supplier 3. In case seller has Business connection in India as per Section 9 of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the Seller' country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax. 		
	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: bhaskerkasireddy@bhel.in & kanimozhid@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>		

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.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (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: Bhasker Reddy K
Deptt: CE-MM (PURCHASE)
Address: BHEL- EDN, Bengaluru
Phone: 080 26998080 / 9705299862
Email: bhaskerkasireddy@bhel.in
Fax: _____

(2)

Name: Kanimozhi D
Deptt: CE-MM (PURCHASE)
Address: BHEL – EDN, Bengaluru
Phone: 080 26998842 / 9972060369
Email: kanimozhid@bhel.in
Fax: _____

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

ಭಾಸ್ಕರ್ ರೆಡ್ಡಿ ಕೆ. ಪ್ರಬಂಧಕ/ಸಿ.ಇ. - ೨೦.೦೦.
 ಭಾಸ್ಕರ್ ರೆಡ್ಡಿ ಕೆ. ಪ್ರಬಂಧಕ/ಸಿ.ಇ. - ೨೦.೦೦.
 For & On behalf of the Principal
BHASKER REDDY, Sr. Deputy General Manager / CE-MM
BHEL-EDN, MYSURU ROAD, BENGALURU-560026
 (Office Seal)

Place Bengaluru
 Date 10.08.2012

Witness: D. Kanimozhi
 (Name & Address)
 ಡಿ. ಕನಿಮೋಳಿ, ವರಿಂಟ್ ೩೫
D. KANIMOZHI, SR. DEPUTY GENERAL MANAGER/CE-MM
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

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

Witness: _____
 (Name & Address) _____

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)