

1. SCOPE

The Pre-Qualification Requirement document specifies the requirements to be met by the vendors (hereafter called Bidder) who wish to participate in the tender for supply of **750µF DC Link Capacitor for rolling stock applications**.

This PQR should be read in conjunction with the Purchase Technical Specification **PS4452596 R01 dtd 10.11.2023**.

2. CREDENTIAL

- a) The Bidder should be Manufacturer or authorized dealer / supplier of - **750µF DC Link Capacitor** used in Rolling Stock applications. Documentary proof like relevant POs / invoice copies, valid authorization certificate etc shall be provided along with the offer.
- b) The Rolling Stock Applications under consideration shall include Locomotive, EMU, MEMU, Metro Trains, High Speed Trains, Train sets, Inspection Cars and Special Track Machines.
- c) For the vendors outside India, documentary proof for usage of the product in rolling stock applications shall be submitted. Acceptance of such certification shall be at BHEL's discretion.
- d) The Bidder should not be under the category of "hold" or "blacklisted" by any of the BHEL units/ any Govt of India PSU/ Govt of India/ statutory bodies of any state Govt as on date of bid submission. A declaration to this effect shall be submitted along with the offer.

3. QUALITY SYSTEM

- a) The manufacturer should have valid ISO 9001:2015 or latest certification covering the manufacturing and testing of the subject item
- b) The manufacturer should possess a clearly laid down quality Assurance Plan for the product covering the following aspects
Organization Chart, clearly indication the quality control set up
Qualification of key personnel and officials deployed in the quality control cell.
- c) Process Flow Chart indicating process of manufacture for an individual product or for a family of products, if the process is same.
- d) Quality Assurance System – Inspection and Testing plan to cover
 - Incoming material
 - Process control
 - Product control
 - System control
 - Testing facility
- e) Stage inspection details shall include the inspection procedure, inspection parameters, method of testing/ test procedure, sample sizes for destructive & non-destructive testing etc.
- f) Calibration scheme and status of calibration of test equipment
The process, testing and measuring equipment shall be duly calibrated by approved agency and the validity of calibration should be current.

4. GENERAL REQUIREMENTS

- a) It is preferred that the bidder is the manufacturer of this item. If the bidder is importing some portion of the components, then minimum value addition in India shall be 20%. Bidder to confirm this in the offer. Value addition less than 20% is not acceptable. A declaration to this effect shall be submitted along with the offer.
- b) The technical bid of bidders, which qualify technically but are not approved for the subject item by the Customer Approving Authority, shall be referred by BHEL to the customer Approving Authority for approval with intimation to the bidder. Consequent to the decision of Customer Approving Authority, the bidder shall be added to the vendor list of the subject item for future tenders. Concurrently BHEL shall consider placing developmental order on the bidder after accessing the capability of the bidder to manufacture / develop the subject item. However, BHEL shall treat the offer as “Not meeting” Pre-Qualification Criteria for the subject tender.
- c) The Customer Approving Authority shall be RDSO/CLW/BLW/PLW/ICF/RCF/MCF or any other agency as designated by the Customer.
- d) The bidder should possess a valid type test report, not older than five years, as per relevant standards mentioned in the specification with respect to time during the bid submission in case of catalog items. In case of custom made items, a bidder can submit the type test report of an item of similar or higher rating with a declaration for conducting the type test in case of award of order or developmental order. The bidder can also submit the test reports conducted in their own facility with the document of their lab accreditation. However, BHEL reserve it's right to insist on conducting the Type test again in a laboratory of it's choice.
- e) For the bid of vendors already qualified and appearing in BHEL's source list, the requirement of type test report and proof of supply shall not be applicable.

5. DOCUMENTATION TO BE SUBMITTED ALONG WITH OFFER

- a) Documentary proof for experience as per clause 2.a
- b) Clause by Clause compliance to the technical specification
- c) Declaration regarding status as per clause 2.d
- d) Declaration on MII (Make in India) as per clause 3.a
- e) Declaration for conducting Type Test as per clause 3.d



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**PURCHASE SPECIFICATION FOR
750 μ F DC LINK CAPACITOR**

GROUP : TRACTION ENGINEERING , EDN

PS NO : PS4452596

REV. NO : 01

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REVISION HISTORY SHEET

REV. NO	DATE	NATURE OF CHANGE	REASONS	PREPARED BY	CHECKED BY	APPROVED BY
00	18.04.2018	FIRST ISSUE	--	VVNSSRM Krishna	VVNSSRM Krishna	R Shekar
01	10.11.2023	Revision	Mounting bracket included	L Sunitha	R.S. Agosh Chandran	Bharat Arora

THIS DOCUMENT IS A SPECIFICATION CUM DATA SHEET. VENDOR TO GIVE CONFIRMATIONS AND DATA AS REQUIRED AND SUBMIT THE SAME TO BHEL / EDN, BANGALORE. ANY DEVIATIONS TO THIS DOCUMENT TO BE BROUGHT OUT CLEARLY BY VENDOR.

Revision: 01

Date : 10.11.2023

Distribution

Approved:

(Bharat Arora)

PES TE

Wrench

(L Sunitha)
Prepared(R S Agosh
Chandran)
Checked

10.11.2023

Date

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**PURCHASE SPECIFICATION FOR
750 μ F DC LINK CAPACITOR****GROUP : TRACTION ENGINEERING , EDN****PS NO : PS4452596****REV. NO : 01****PAGE 03 OF 07****1. Detailed Specification:**

Description	Value
Electrical Parameters	
Capacitance	750 μ F +/- 5%
Rated Voltage	2800 V DC
Rated Current	150A RMS
Non-recurrent Surge Voltage	4200 V DC
Test voltage b/w terminals and case	AC 6900 V /50 Hz/1 min
Test voltage b/w terminals	DC 4200 V/10 sec
Series resistance	<0.3m Ω
Tangent of Loss angle	2*10 ⁻⁴
Self-Inductance	<30nH
Maximum Peak current	>20KA
Maximum Surge Current	>40KA
Cooling	Natural convection
Superimposed AC Ripple frequency	0.3 to 2 KHz
Mechanical Parameters	
Height	Refer to Fig-2
Width	Refer to Fig-2
Depth	Refer to Fig-2
Terminal Height	Refer to Fig-2
Power Terminals type	Bar
Weight	24 Kg +/-10%
Materials	
a) Type	Dry type, Resin filled, Self-healing
b) Case	Stainless Steel
c) Brackets	Stainless Steel
d) Terminals	Copper , Tin plated
e) Earthing Contact	Stainless Steel
Clearance distance between terminals	>= 60mm
Clearance distance between terminals and case	>= 40mm
Rating plate/Marking	As per specification Clause 8
Colour	Grey RAL 7031
Shock Resistance	As per IEC 61373
Vibration	As per IEC 61373

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PURCHASE SPECIFICATION FOR
750 μ F DC LINK CAPACITOR
GROUP : TRACTION ENGINEERING , EDN

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5. Reliability, availability, maintainability and Safety

Description	Value	Unit	Notes
Design life	30	years	Expected lifetime: 30 x 8640 = 260000 hours
Failure rate	50	FIT	
Maintenance			To be defined by supplier
Safety			The risk of explosion due to over voltage, ageing, loss or other

6. Dimensional Details

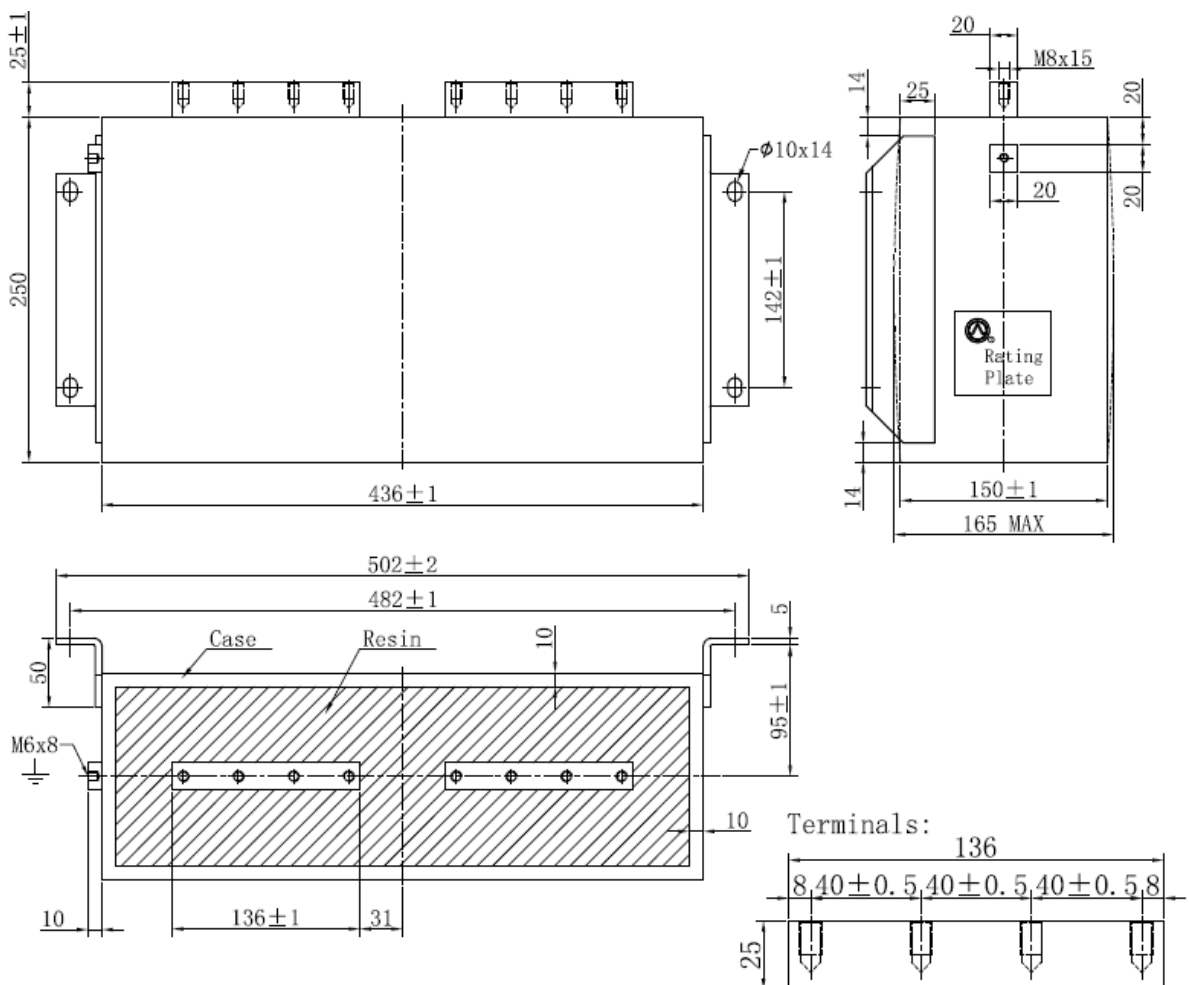


Fig 2: Dimensional Drawing



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PURCHASE SPECIFICATION FOR 750 μ F DC LINK CAPACITOR

GROUP : TRACTION ENGINEERING , EDN**PS NO : PS4452596****REV. NO : 01****PAGE 06 OF 07**

7. Testing

Sl No	Test	Acceptance criteria	Type/Routine Test
1	Capacitance and Tan δ measurement	Measurements should be within the tolerances specified by the manufacturer	Type/Routine
2	Dimensional check	Dimensions to comply with the Approved drawing	Type/Routine
3	Voltage test between terminals and case	During the test neither flashover nor puncture should occur.	Type/Routine
4	Voltage test between terminals	During the test neither flashover nor puncture should occur. Capacitance measured after the test should be within the range specified	Type/Routine
5	Surge discharge test	After conducting the test capacitance to be measured and the change should be < +/-1%	Type
6	Thermal stability test and loss angle tangent measurement test	No breakdown of the capacitor should occur during the test. The capacitor losses should be measured after the test and should be within the tolerances specified by the manufacturer	Type
7	Self-healing test	Change of capacitance after the test should be < +/- 0.5%	Type
8	Resonance frequency measurement	The self-inductance measured should be within the tolerances specified by the manufacturer	Type
9	Environmental Test 1. Damp heat test 2. Change of temperature	Change of capacitance after the test should be < +/-2%	Type
10	Mechanical tests Mechanical tests of terminals 1. External inspection 2. Vibration and shocks	No mechanical damage should occur after the test.	Type
11	Endurance test	Change of capacitance after the test should be < +/-3%	Type



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PURCHASE SPECIFICATION FOR 750 μ F DC LINK CAPACITOR

GROUP : TRACTION ENGINEERING , EDN**PS NO : PS4452596****REV. NO : 01****PAGE 07 OF 07**

8. Rating plate

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

1. Manufacturer
2. Identification number and manufacturing date
3. $C = \mu F$
4. Tol = %
5. UNDC or UN = V
6. $\theta \text{ min} = ^\circ C$
7. $\theta \text{ max} = ^\circ C$
8. Maximum tightening torque = Nm

9. Documentation

1. Datasheet
2. Dimensional Drawing
3. Type test Procedure, Type test Report
4. Routine test Procedure, Routine test Report

10. Acceptance

1. Routine test report to be submitted along with each delivery.
2. Equipment shall be packed in a manner suitable for delivery and storage at the appointed delivery address. Transport packaging will provide adequate protection against accidental damage during normal handling. Terminals, leads, mounting brackets will be protected from mechanical damage.

Notes:

1. Mounting dimensions needs to be strictly adhered as per the approved drawing submitted by the vendor.
2. Supplier should try to minimize the self-inductance and series resistance to a lower value as much as possible.

COMMERCIAL BID				
Tender department: Traction- MM, EDN, BHEL, BANGALORE			RFQ/NIT/Enquiry no.	MKAE000010
		Bidder Name		
		Bidder contact number		
		Bidder email id		
Item: DC LINK CAPACITOR C=750 uF				
Tender floated through NIC e-Procurement system Website - https://eprocurebhel.co.in/nicgep/app . Vendor to submit offer only through NIC e-Procurement system.				
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)		
3	Delivery Period	Please indicate the best possible delivery schedule for RFQ quantity from the date of issue of Purchase order with best possible quantity per month. Successful bidder shall supply the total contracted quantity in staggered monthly consignments as per mutually agreed schedule.		
4	Payment Term	100% within 45 days from the date of receipt of material at BHEL 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%.		
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. D of ITB.		
8	Pre shipment inspection	Not Applicable .Test Certificate required		
9	Other terms & conditions	For detailed Terms and Conditions, kindly refer to the following:A: INSTRUCTIONS TO BIDDERS/SELLERS(Doc No :BHEL:EDN:ITB-SHOP:Rev 04) available at www.edn.bhel.com (RFQ-PO Terms & Conditions)B: GENERAL CONDITIONS OF CONTRACT FOR PURCHASE(Doc no :BHEL:EDN:GCC-SHOP:Rev 02)available at www.edn.bhel.com (RFQ-PO Terms & Conditions)		
10	Validity	Quotation should remain valid for a period of 90 days from the due date.		
11	Reverse Auction	Not Applicable		
12	Declaration for GFR 2017 Rule 144(Xi)	Declaration to be uploaded (Format attached)		
13	Declaration for Make in India (MII)	Declaration to be uploaded (Format attached). Certificate from the statutory auditor or cost auditor of the company		
14	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.		
15	Warranty	Warranty period shall be applicable for a period of 18 months from the date of delivery of goods.		
16	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		
17	MSME	Submit UDYAM Certificate if applicable. Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer: Type under MSE SC/ST Owned Women Owned Others (excluding SC/ST & Women Owned) Micro Small Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category. PI provide " TReDS Registration Code " alongside standard docs (PAN, GSTIN, UDYAM registration).		
18	Authorization letter	Valid authorization letter from OEM to be provided if dealer.Offer will be liable for rejection if valid authorization letter is not provided by the dealer.		
19	Documents for bill processing	i)One copy of invoice with DC to be sent alongwth the material. ii)Vendor should necessarily upload the despatch docs & digitally signed invoice on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ for payment processing.All documents as per PO checklist must be uploaded on the portal for payment processing.		
20	Note -			
	(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. (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 (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: meerthika@bhel.in (4) The evaluation currency for this tender shall be INR. (5) Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 are eligible to bid in this tender.Minimum 50% Local content required for qualifying as Class I Local Supplier and Minimum 20% Local content required for qualifying as Class II Local Supplier. (6)MII Purchase preference and MSE Purchase preference is applicable for this tender.			
	Bidder Sign & Seal			

Tender Terms - Conflict of interest

Ref: BHEL Tender / RFQ / NIT Number

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

For M/s

Authorized Signatory

(with company seal & Name)

ON COMPANY LETTER HEAD

Date -

MODEL CERTIFICATE FOR TENDER REQUIRED AS PER Rule 144(Xi) of GFR 2017

To,

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

Ref:

Tender No. –

Company Name -

I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached)

Authorized Signatory
(Name of signatory with company seal)

Special Conditions of Contract

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.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (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):

Name : Ms Meerthika S	Name : Mr Mohd Tasneem Rizwan
Department : Traction-MM	Department : Traction-MM
Address : BHEL EDN, NEB 6th Floor, Mysore Road, P B No. 2606, Bangalore - 560026.	Address : BHEL EDN, NEB 6th Floor, Mysore Road, P B No. 2606, Bangalore - 560026.
Phone : +91 80 2699 9084	Phone : +91 80 2699 8130
Email : meerthika@bhel.in	Email : riz@bhel.in

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 Bharatiya Nyaya Sanhita (BNS) 2023 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 Bharatiya Nyaya Sanhita (BNS) 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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 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 on receipt of any complaint by them from the bidder(s).
- 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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 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 Bharatiya Nyaya Sanhita (BNS)/ 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.
- 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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. 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.

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) _____

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 19.07.2024

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:

1) We are the reseller/distributor of the quoted product and the Local Content percentage is
Break up of Local value addition to be furnished below (inclusive of Taxes):

a)

b)

c)

OEM certificate for country of origin to be submitted for above.

2) We are not the reseller/distributor of the quoted product 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)

"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT ."

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)

