



सत्यमेव जयते

भारत सरकार
Government of India
विद्युत मंत्रालय
Ministry of Power
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
शोध एवं विकास प्रभाग
Research & Development Division

No. CEA/PLG/R&D/MII/2020

Date: 03.07.2020

To CMDs of PSUs and DG BEE, CPRI, NPTI etc

Subject: Ministry of Power Order dated 02.07.2020 regarding Power Sector as Strategic and Critical Sector-Testing of imported equipment, components, and parts

Sir,

It has been decided that the Power Sector is a strategic and critical sector. Ministry of Power has brought out the subject cited Order and the same is enclosed herewith. Kindly take a note of it for compliance with immediate effect and send the response of your Organisation in terms of Action Plan to implement the same/Action taken so far.

Encl.- As above

(अशोक कुमार राजपूत)/A K Rajput
मुख्य अभियंता/ (CE(R&D))

Copy for information to:

Chairperson (CEA) / Member (Planning/ Thermal/ Power System, GoD, E&C & Hydro), CEA

Sh Rajpal, Economic Adviser, MoP, New Delhi

The Deputy Secretary (Coordination), MoP, New Delhi

Concerned Chief Engineers of CEA – for taking necessary action in the matter.

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→ GM & Head / PS-PMG.

04/07/20

for circulation to
all concerned
please.

सेवा भवन, आर. के. पुरम-I, नई दिल्ली-110066 टेली: 011-26732257 ईमेल: ce-rndcea@nic.in वेबसाइट: www.cea.nic.in

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No.25-111612018-PG
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi • — 110001
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Dated 02/07/2020

ORDER

Power Supply System is a sensitive and critical infrastructure that supports not only our national defence, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defence installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country. Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued:-

1. All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
2. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
3. Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India
4. Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

This issues with the approval of Hon'ble Minister of State for Power and New & Renewable Energy (Independent Charge).



(Goutam Ghosh)

Director Tel: 011-23716674 To:

1. All Ministries/Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. Vice Chairman, NITI Aayog

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4. Comptroller and Auditor General of India
5. Chairperson, CEA
6. CMDs of CPSEs/Chairman of DVC & BBMB/MD, EESL/DG, NPTI/DG, CPRI/DG, BEE/
7. All ASs/JSs/EA, MoP

Copy:

PS to Hon'ble PM, Prime Minister's Office

2. PS to Hon'ble MOS(IC) for Power and NRE
3. Sr. PPS to Secretary(Power)

"GURDEEP SINGH" <chairman@dvc.gov.in>, "TARUN AGARWAL" <secy@bbmb.nic.in>, skumar@eesl.co.in, "Prof Rajendra Kumar Pandey" <rkpandey.npti@gov.in>, "DG CPRI" <dgcprici@cpri.in>, "Abhay Bakre" <dg-bee@nic.in>, webmaster@nhpc.nic.in, cmd@nhpc.nic.com, ntpccc@ntpc.co.in, cmd@powergridindia.com, cs@ptcindia.com, info@ptcindia.com, "CMD REC Limited" <CMD-recl@recl.nic.in>, "Sanjeev Kumar Gupta" <skgupta@recl.nic.in>

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Maha Hydraulics Private Limited

Plot F-62, SIPCOT Industrial Complex, Irungattukottai – 602 105, Sriperumbudur Taluk,
Kanchipuram Dist. Tamil Nadu, India. Tel: 044 47193081 / 82 / 83,
Fax : 91 44 47193080, Email: sales@mahahydraulics.com

Ref: MHPL/CEA/2020/001

2nd June 2020

Central Electricity Authority (CEA)
Sewa Bhawan, R.K.Puram, Sector-1,
New Delhi – 110 066.

Kind Attn: Director – Thermal

Dear Sirs,

**Sub : Appeal for using Imported Hydraulic Motor for Wagon Tippler and Side Arm
Charger in Coal Handling Plant Package of NTPC Thermal Power Plant of 3 X
800 MW capacity - "Patratu Vidyut Utpadan Nigam Limited (PUVNL) in Jharkhand**

Ref.: G.O No.11/05/2018-Coord Dt. 28.12.2018 from Government of India,
Ministry of Power & DIPP Notification No.P-45021/2/2017-PP(BEII) dated
28.05.2018

**We take this opportunity to thank our Honourable Prime Minister of India and CEA
for initiative taken to promote the "Make In India" to help the Indian manufacturers.**

We would like to inform you that NTPC has awarded complete EPC contract to BHEL
for setting up a Thermal Power Plant of 3 X 800 MW capacity named "Patratu Vidyut
Utpadan Nigam Limited (PUVNL) in Jharkhand. In a Coal Handling Package (CHP),
Wagon Tippler & Side Arm Charger

Equipment's order is awarded to **M/s. Tenova India Private Limited** by BHEL. Wagon
Tippler, Side Arm Charger are completely driven by Hydraulic Motors and **M/s.
Tenova India Private Limited using 100 % Hydraulic Motors from Poclain Hydraulics,
France which are imported.** This move is against **Sl.No.6(ii) of G.O.No.11/05/2018-
Coord Dt. 28.12.2018.**

We request your immediate intervention to Stop using product not manufactured in
India and extend support to **MSME organisation** like us to promote **"Make In India"**

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Drive. We herewith attach Complaint Fee of Rs.2,00,000/- by Demand Draft bearing No. 868059 Dtd.02.06.2020 drawn on Indian Bank.

We are one of the approved Hydraulic Motor Manufacturer by Government organisations like NTPC, BHEL, NMDC, NLC, NALCO and attach our company profile, Product literature for your ready reference. We are also executing Complete Hydraulic Drive (CHP) Package for NTPC, North Karanpura and Ramagundam projects.

Truly yours,

For Maha Hydraulics Private Limited,



B. Ramesh Director

Encl: Complaint Fee- Demand Draft , Company Profile & Product Literature

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) _____

Letter head of CA/ Statutory auditor / Cost auditor

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building, Plot No 25,

Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(package name).....for.....(Project Name/Rate Contract).....offered by M/s(bidder's name)..... having its registered works at has local content of%.

Further, M/s(bidder's name)..... meets the requirement of minimum local content in line with clause no..... of NIT no..... dated..... and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018,29.05.2019 &04.06.2020.

Thanking You.

For (CA/Cost Firm Name with FRN & Seal)

Chartered/Cost Accountants

(name of Member)

(Membership no.)

(UDIN no.)