

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Corrigendum 1:- In BOQ (Annexure-V) UOM; SQMT against material HOT DIP GALVANISED MS SHEET (14 SWG) may read as Square Meter.

1	Scope	Supply (Bid price to include all cost components)		
2	Bidder has to provide the details as per TECHNICAL PQR (Enclosed, Annexure-I) (part of Technical Specification ref. no. PE-TS-417-509-E003 in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).			
3	This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following: i) Approval of vendor by end customer i.e. (M/s TSGENCO) ii) Techno-Commercial evaluation by BHEL. iii) Qualification of Technical PQR. (Annexure- I) iv) Offered item should mandatorily conform to PP-MII order provisions.			
4	Terms of Payment	Type of bidder		Payment Terms (Number of days)
		Micro & Small Enterprises (MSEs)		45 days
		Medium Enterprises		60 days
		Non MSME		90 days
	100 % Payments shall be made to the Seller as per above schedule of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days' time as provided in clause 12 of GeM GTC. Supplier has to provide Tax invoice, Packing List, LR/RR, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment. Provision of offline payment in GeM shall be utilized.			
5	Terms of Delivery	Terms of delivery shall be FOR dispatch station. All dispatch shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/ E-way Bill if required will be arranged by supplier. Transit insurance shall be in the scope of supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly. W.r.t Transit insurance supplier has to inform the detail of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No. LR No. & Date, Invoice No. & Date, Dispatch Origin & destination details etc.) to policy underwriter with a copy to BHEL.		
6	Delivery & Contract Validity	a. Delivery completion for supply shall be 60 days from the PO date. Refer Annexure- II b. Drawing/Document submission schedule as per annexure-A c. Validity of contract shall be 180 days from PO date. Refer Annexure-II		
7	Liquidated Damage	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract. NOTE: i. LR/GR date shall be treated as the date of dispatch for levying LD. ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s). iii. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay. Above LD clause shall prevail over the LD clause of GeM GTC.		

Project	5X800 MW YADADRI TPS
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8	Guarantee Terms	As per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract
9	Bank Guarantee	Bank Guarantee (5%) submission shall be as per cl. No. 7 of GeM GTC at GeM 4.0 (version 1.5) with initial validity of 22 Months (For total contract value). Further, extension if any shall be as per GeM Terms. However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.
10	Quantity Variation	Not Applicable
11	Prices	PVC shall be applicable for GS Flats (Mat Code 507-23017-A & 507-23021-A) & GI Wires Mat Code 507-23011-A) only as per Annexure-B of the Technical Specification. PVC shall be applicable within the contractual delivery period (including any delivery extension thereto).
12	Conflict of Interest among bidders/Agents	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) They have controlling partner (s) in common; or b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or c) They have the same legal representative/agent for purposes of this bid; or d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/sub-assemblies from one bidding manufacturer in more than one bid; or f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent /dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian /foreign agent on behalf of only one principal; Or g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/management units in same/similar line of business.
13	Any other special major condition	(i) Bidder shall be asked to provide detailed break-up of quoted price in Ex-works, freight & Tax components. (ii) Bidders shall be required to submit applicable Freight % & GST % included in their prices during tender clarification stage. (iii) Material shall be dispatched by vendor after issuance of MDCC by BHEL only. (iv) Advance intimation of dispatch by bidder shall be given, to PEM and Insurance agency/Site. (v) Original copy of GR/LR (buyer copy) to be provided to buyer immediately after dispatched by vendor. (For onward submission to TSGENCO for billing purpose). (vi) All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict with any other terms & conditions of tender (if any). (vi) CIF is not available for this package.
14	ADDITIONAL BID TERMS & CONDITIONS	

Project	5X800 MW YADADRI TPS
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14.1	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME.												
14.2	Provision of offline payment in GeM shall be utilized.												
14.3	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), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT & Ministry of Power notification no. A-1/2021-FSC-Part(5) dtd. 16.11.21 . 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. a. Minimum Local Content - Since this package falls under the category of goods, services or works in respect of which nodal ministry/ department has communicated that there is a sufficient local capacity and competition, b) only Class-I local suppliers as defined in the PP (MII) order are eligible to bid in this tender. (Minimum 60% Local Content) Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification as per para 9 of PP-MII order revision dated 16.09.2020 & Ministry of Power notification no. A-1/2021-FSC-Part (5) dtd. 16.11.21. Following point to be noted regarding verification of local content: - The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. minimum local content, in accordance with para 9 of PP-MII order revision dated 16.09.2020. Following may also pls. be noted by the bidders: a. Eligibility of Suppliers: Class I Local Supplier (as per para no. 3(b) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT) and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021. b. Minimum Local Content required for qualifying a bidder as "Class I Local Supplier": As per para no. 5 of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021. c. Nature of Package: Not Divisible, for PPP-MII provisions. d. Purchase Preference: As per para no. 3A (b) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT and MOP circular No. A-1/2021-FSC-Part (5) dated 16.11.2021. Note: Subsequent orders/circulars to be checked and to be complied.												
14.4	Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.												
14.5	INTEGRITY PACT - Integrity pact is applicable for subject package. 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. <table><tr><th>Sl</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table>	Sl	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
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Package	Above Ground Earthing Material
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	The IP as enclosed (Annexure-IX) 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. 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): <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Mr. Anirudh Choudhary, DY. MANAGER /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: anirudhc@bhel.in Ph. No. 0120-4368675/7409664422 </td><td style="width: 50%;"> Ms. Naina Singh, Sr. MANAGER /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: nainasingh@bhel.in Ph. No. +91-120-4368762 </td></tr> </table>	Mr. Anirudh Choudhary, DY. MANAGER /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: anirudhc@bhel.in Ph. No. 0120-4368675/7409664422	Ms. Naina Singh, Sr. MANAGER /PG I-2 M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: nainasingh@bhel.in Ph. No. +91-120-4368762
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14.6	Bidders to ensure that Third party / customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document / certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.		
14.7	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 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 extant policies/guideline.		
14.8	Bidders to, - ensure compliance to Ministry of Power (MoP) Order No. 25-11/6/2018-PG dt. 02/07/2020 & Order No. 11/05/2018-Coord. dt. 23/07/2020, if applicable. - ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020 & Department of Expenditure (DoE) OM No F. 4/32/2022-PPD dt. 06/09/2022. - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020 & Department of Expenditure (DoE) OM No F. 4/32/2022-PPD dt. 06/09/2022. Note: Subsequent orders/circulars to be checked and to be complied.		
14.9	Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given. When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser. Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.		
14.10	"Bidders to mention freight/GST percentage for all the items as part of un-priced bid (Annexure- V) to be submitted along with their TechnoCommercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logic. Detailed Price Break up to be submitted by bidder prior to Order Placement."		
14.11	Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.		

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

14.12	Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details. Consignee details of project considered are mentioned in NIT document for ready reference.
14.13	Applicability of Risk Purchase clause shall be as per Annexure VI & VII in case of default by GeM Bidder.
14.14	For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating LR No., No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance.
14.15	For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.
14.16	All other terms & conditions shall be as per Buyer added bid specific ATC, selected Additional Terms & Conditions for subject bid and GTC version available on GeM Portal on enquiry date. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure-I

Pre-Qualifying Requirements (PQR)

	YADADRI TPS (5X800 MW) PRE-QUALIFICATION REQUIREMENTS FOR ABOVE GROUND EARTHING MATERIALS	PE-PQ-417-509-E002
		REVISION NO. 00 DATE 27.07.2023
		SHEET NO. 1 OF 1

ITEMS: GS flats, GS rods, perforated pipe, GI stranded wires, shielding mast, test links & flexible braided copper conductor

SCOPE: Supply: YES; Erection & Commissioning: NO;

1	Supplied GS flats/GS rods/perforated pipe/GI stranded wire/shielding mast/test links/flexible braided copper conductor.
2	Vendor should have capability of supplying galvanized flats / channels/angles/structure of 40 MT per month.
3	Vendor has his own galvanization plant. Vendor to furnish details of galvanizing process zinc bath details, type of furnace, details of temperature monitoring, details of ETP etc. OR Vendor should get galvanization of earthing material done from any of BHEL-PEM approved galvanizers.
4	Supplied at least 300 MT of galvanized flats/channels/angles/structure in one or more and at least 100 MT in a single order.
5	Minimum two (2) nos. purchase orders for galvanized flats/channels/angles/structure shall be submitted which should not be more than five (5) years old from the date of techno-commercial bid opening for establishing continuity in business.

Notes (General points of PQR):

1. Consideration of offer shall be subject to customer's approval of bidders, if applicable
2. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
3. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
4. After satisfactory fulfilment of the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of tender.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure-II

DELIVERY TERMS

1. Delivery Schedule

- a. **Main Supply:** Delivery completion for Main supply shall be **60** days from the PO date.

Notes:

- a. Supplier to start manufacturing/supply only after getting the applicable engineering Drawings/docs approved from BHEL/End Customer.
- b. Drawings /documents submission/re-submission schedule shall be as indicated in **Annexure A** shall be used for progress monitoring purpose and required course correction, if any.
- c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.

2. **Validity of contract (PO rates, terms and conditions):** Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

2.1. Validity of the contract for main supply.

- Contract shall be valid for **180** days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: "60" A (in days)
if Delay at vendor's end: B (in days beyond "A" days)
Contract validity: C (180) + B (in days)

Notes:

- a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL at point no. 2 above.
- b. Main supply applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

3. Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -

- i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in vendor account.
- iii. Delay in providing engineering input/material by BHEL.
- iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC/ GEM ATC terms.
- v. Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure - A

Drawings /documents submission/re-submission schedule

<i>BHEL Drawing No.</i>	<i>Drawing Title</i>	<i>Vendor Sub (Days)*</i>	<i>Bhel comment (Days)</i>	<i>Vendor Sub (Days)#</i>	<i>Bhel and Customer comment/App roval (Days)</i>
Primary Documents					
PE-V0-440-507-E903	Quality Plan for Above Ground Earthing & Lightning Protection Material.	5	0	0	5

NOTES:

a) * 1st submission within indicated days from date of purchase order
b) # Submission (within indicated days) after incorporating all BHEL comments
c) Primary documents shall be considered for Delay analysis

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure-III

Certification regarding local content

GeM Bid No. GEM/2023/..... dtd2023

Letter head of Company

Ref.....

Date.....

To,

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Subject: - **Certification regarding local content**

Reference: GeM Bid No:

Name of Package: Above Ground Earthing Material

Project Name: 5X800 MW YADADRI-TPS

Dear Sir,

We hereby certify that items offered by us for Above Ground Earthing Material for 5X800 MW YADADRI-TPS has local content of **%**.

Further, it is also certified that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017-revision, having ref no. P45021/2017/-PP (BE-II) dtd. 04.06.20 & 16.09.20 Order no. A-1/2021-FSC-Part (5) dated 16.11.2021 issued by MoP and we qualify as Class supplier.

We further confirm that address of the location at which the local value addition is made will be as follows:

(complete address of the works)

Yours truly

(authorized signatory of company)

(firm name)

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure-IV

LAND BORDER CERTIFICATE

Letter head of Company

To,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Dear Sir,

This has reference to:

1. Our offer for Above Ground Earthing Material 5X800 MW YADADRI TPS, Bid No: GEM/2023/B/ _____ dtd.
2. Order no. F. No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, Department of Expenditure Public Procurement Division & Department of Expenditure (DoE) OM No F. 4/32/2022-PPD dt. 06/09/2022.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that M/s (Company Name _____) is not from such a country or, if from such a country, has been registered with the competent authority.

I hereby certify that M/s (Company Name _____) fulfil all requirements in this regard and is eligible to be considered.

[where applicable, evidence of valid registration by the competent authority shall be attached]

Thanking You,
Yours faithfully,

Director/Proprietor/Partner
M/s _____

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure-V

SUPPLY BOQ CUM UNPRICED SCHEDULE								
ITEM Code	ITEM TITLE	UOM	ITEM QUANTITY (Nos)	QUOTED/ NOT QUOTED	FREIGHT RATE IN % of Basic Freight	GST TYPE	GST RATE IN %	HSN CODE
507-23008-A	FLEXIBLE COPPER BRAID FOR GATE EARHTING	NOS	36		Specify Percentage		Specify Percentage	
507-23017-A	GS FLAT 50X6MM	MT	135		Specify Percentage		Specify Percentage	
507-23021-A	GS FLAT 75X10MM	MT	313		Specify Percentage		Specify Percentage	
507-23043-A	HOT DIP GALVANISED MS SHEET (14 SWG)	SQMT*	180		Specify Percentage		Specify Percentage	
507-23064-A	TEST LINK 150X75X10MM GS FLAT WITH BOX	NOS	508		Specify Percentage		Specify Percentage	
507-23011-A	GI WIRE 16 SWG	MTR	530000		Specify Percentage		Specify Percentage	

***SQMT = Square Meter**

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure-VI

DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND REISK PURCHASE

In case of delay (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and condition of the contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealing with the seller/ Contractor in terms of the Buyer's Guidelines for Suspension of Business Dealing as applicable from time to time, the Buyer shall also be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in much manner as deemed appropriate, plant/equipment/stores not so delivered or others of similar description where plant/equipment/stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the bidder does not agree to the Risk Purchase clause, BHEL reserve the right to reject the bid/offer of the Bidder.

The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases: -

- I. If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributed to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
- II. delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology.
- III. Withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the seller refuses or is unable to supply goods or materials covered by the order/contract either in whole or in part or otherwise fails to perform the order/Contract/
- IV. Non-Supply by the seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributed to the seller;
- V. Termination of contract on account of any reason(s) attributed to the seller.
- VI. Assignment, transfer, sub-letting of contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.
- VII. If the seller be an individual or a Sole Proprietorship, in the event of death or insanity of the seller.
- VIII. If the seller/contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any assignment of the order/contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Parliament Act;
- IX. If the seller/ contractor being a company is wound up voluntarily or by order of Court or a receiver, Liquidator or Manager on behalf the debenture holder and creditors to appoint a receiver, liquidator or manager.
- X. Non- Compliance to any contractual condition or any other default attributable to the Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

BHEL's Right to go for Risk and cost, Calculation of Risk and cost amount & LD, recovery option to BHEL are given in **Annexure-VII** hereto.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Annexure-VII

(RISK AND COST CLAUSE)

1. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
 - i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;
 - ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;
 - iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;
 - iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;
 - v) Termination of Contract on account of any other reason (s) attributable to Seller.
 - vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;
 - viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
 - ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;
 - x) Non-compliance to any contractual condition or any other default attributable to Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.
- 1.1 **Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).
- 1.2 **Balance scope of work (in case of termination of contract):**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.
- 1.3 **LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with above LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below.

 - i. Let the time period from scheduled date of start of work till termination of contract excluding the period of

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Hold (if any) not attributable to contractor = T1

ii. Let the value of executed work till the time of termination of contract = X

iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y

iv. Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$

v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

1.4 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.

b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.

c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

ANNEXURE-VIII

CUSTOMER/ BHEL LOGO		VENDOR CREDENTIALS SUMMARY SHEET (TO BE FILLED BY BIDDER AND SUBMITTED WITH BID)			
i.	Item/Scope				
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)			
iii.	Name and Address of the proposed vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)			
iv.	Annual Production Capacity for proposed item				
v.	Annual production for last 3 years for proposed item				
vi.	Details of proposed works				
1.	Year of establishment				
2.	Factory Registration Certificate				
3.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc.)				
4.	After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable			
5.	Sources of Raw Material/Major Bought Out Item				
6.	Quality Control exercised during receipt of raw material/BOI, in-process, Final Testing, packing				
7.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)				
8.	Testing facilities (List of testing equipment)				
9.	Supply reference list including recent supplies (Preferably of reputed, well known clients to whom the vendor has supplied the material and are of quantum of item/scope at point (i) above)	Reputed client name (s)..... (as per format given below)			
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply
10.	Product satisfactory performance feedback letter/certificates/End User Feedback				
11.	Average annual turnover for last three years with documentary proof.				
12.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted		Applicable / Not applicable (if applicable)		
13.	Copy of ISO 9001 certificate (if available)				
14.	Product technical catalogues for proposed item (if available)				

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

Name		Desig		Sign:		Date:	

Company's Seal/Stamp:-

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

INTEGRITY PACT – Annexure - IX

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.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

- 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.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

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.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

- 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.

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES

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.

For & On behalf of the Principal
(Office Seal)

Place _____
Date _____

Witness: _____
(Name & Address) _____

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

Place _____
Date _____

Witness: _____
(Name & Address) _____

Project	5X800 MW YADADRI TPS
Package	Above Ground Earthing Material
Subject	BUYER ADDED BID SPECIFIC ATC CLAUSES