

Corrigendum - II dated 28/03/2025 to CPC Tender No. BHEL/CPC/KOD/BLR FABSTR/25/083

Corrigendum - II dated 28/03/2025 To CPC Tender No. BHEL/CPC/KOD/BLR FABSTR/25/083 for Supply of Factory Finished Fabricated Structure of Boiler (Columns (Plus, Plus-I and Box etc.), Bracings, Wall beams, Floor Beams, Trusses etc.) up-to Project Site, based on input design & detailed drawing, Quality Work Instructions (QWIs) and Technical Specification as provided by BHEL for Unit#1 and Unit#2 of Koderma Project."

A) Bidder had asked queries in the published tender specification. The clarifications issued by BHEL are furnished below:

Sl. No.	Reference clause of Tender Document	Bidder's query (Benefit)	BHEL's Response
1	Clause no. 2.16.1 of TCC: When the tests have been satisfactorily completed at the vendor's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Inspection Agency.	When the tests have been satisfactorily completed at the vendor's works, the Inspection Agency shall issue a certificate to that effect within three (3) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within three (3) days of the receipt of the test certificates by the Inspection Agency. (Inventory handling will get reduced substantially)	Clause no. 2.16.1 of TCC is hereby amended as: When the tests have been satisfactorily completed at the vendor's works, the Inspection Agency shall issue a certificate to that effect within Seven (7) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within Seven (7) days of the receipt of the test certificates by the Inspection Agency.
2	Clause no. 2.18 of TCC: MATERIAL RECEIPT CERTIFICATE (MRC): BHEL shall issue MRC (duly signed by the BHEL/Customer Site Engineer) after receipt of the material and its physical verification at site generally within 7 days. Vendor shall take alternate action in case of any non-conformity observed during physical verification.	MATERIAL RECEIPT CERTIFICATE (MRC): BHEL shall issue MRC (duly signed by the BHEL/Customer Site Engineer) after receipt of the material and its physical verification at site within 2 days. Vendor shall take alternate action in case of any non-conformity observed during physical verification. (The payment process of the vendor will accelerated)	Tender Condition shall prevail.

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3	<p>List of documents to be submitted by bidder mentioned in Clause no. 4.1 of TCC</p> <p>a) GST Compliance Invoice (1 Original + 2 copies)</p> <p>b) Copy of insurance intimation letter / e-mail. (Intimation to Insurance agency to be sent on the same day of dispatch.)</p> <p>c) LR copy (consignee address shall be BHEL Project site)</p> <p>d) Packing List indicating item description/quantity/Net Weight (Design Weight) against each item dispatched – wherever applicable.</p> <p>e) Original Material Dispatch Clearance Certificate issued by BHEL/BHEL's Customer.</p> <p>f) Guarantee Certificate – Original</p> <p>g) Material Receipt certificate by BHEL/site.</p> <p>h) Original Inspection report (IRs) – with relevant painting/protocols/SB remarks – Duly signed by BHEL QC inspector and fabricator with seal.</p> <p>i) Material Test Certificate (MTC) (for raw material supplied by Vendor)</p> <p>j) Hold Point Clearance issued by BHEL/BHEL's Customer (if any).</p>	<p>List of documents to be submitted by bidder mentioned in Clause no. 4.1 of TCC</p> <p>1) For LC Discounting in Bank</p> <p>a) GST Compliance Invoice (3 copies)</p> <p>b) Photocopy of LR Copy (consignee address shall be BHEL Project site)</p> <p>c) Photocopy of Material Dispatch Clearance Certificate issued by BHEL/BHEL's Customer.</p> <p>d) Photocopy of Material Receipt certificate by BHEL/site.</p> <p>2) For BOE acceptance to BHEL</p> <p>a) GST Compliance Invoice (3 copies)</p> <p>b) Copy of insurance intimation letter / e-mail. (Intimation to Insurance agency to be sent on the same day of dispatch.)</p> <p>c) Photocopy of LR copy (consignee address shall be BHEL Project site)</p> <p>d) Packing List indicating item description/quantity/Net Weight (Design Weight) against each item dispatched – wherever applicable.</p> <p>e) Photocopy of Material Dispatch Clearance Certificate issued by BHEL/BHEL's Customer.</p>	<p>List of documents to be submitted by bidder mentioned in Clause no. 4.1 of TCC is hereby amended as under:</p> <p>1) List of Documents to be submitted by bidder to BHEL:</p> <p>a) GST Compliance Invoice (1 Original + 2 copies)</p> <p>b) Copy of insurance intimation letter / e-mail. (Intimation to Insurance agency to be sent on the same day of dispatch.)</p> <p>c) LR copy (consignee address shall be BHEL Project site)</p> <p>d) Packing List indicating item description/quantity/Net Weight (Design Weight) against each item dispatched – wherever applicable.</p> <p>e) Original Material Dispatch Clearance Certificate issued by BHEL/ BHEL's Customer.</p> <p>f) Guarantee Certificate – Original</p> <p>g) Material Receipt certificate by BHEL/site.</p> <p>h) Original Inspection report (IRs) – with relevant painting/protocols/SB remarks – Duly signed by BHEL QC inspector and fabricator with seal.</p> <p>i) Material Test Certificate (MTC) (for raw material supplied by Vendor)</p>

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		<p>f) Photocopy of Material Receipt certificate by BHEL/site.</p> <p>h) Inspection report (IRs) – with relevant painting/ protocols/SB remarks – Duly signed by BHEL QC inspector and fabricator with seal.</p> <p>i) Material Test Certificate (MTC) (for raw material supplied by Vendor)</p> <p>j) Hold Point Clearance issued by BHEL/BHEL's Customer (if any).</p> <p>(For expediting the Vendor payment.)</p>	<p>j) Hold Point Clearance issued by BHEL/BHEL's Customer (if any).</p> <p>2). In case of LC Payment, List of Documents to be submitted by bidder in Bank are mentioned hereunder:</p> <p>a) GST Compliance Invoice (1 original/ e-invoice + 2 photocopies).</p> <p>b) Photocopy of LR (consignee address shall be BHEL Project site).</p> <p>c) Photocopy of Material Dispatch Clearance Certificate issued by BHEL/BHEL's Customer.</p> <p>d) Photocopy of insurance intimation letter / e-mail. (Intimation to Insurance agency to be sent on the same day of dispatch).</p> <p>Note: Material Receipt certificate by BHEL/site shall be the final document required for acceptance of the RA Bills.</p>
4	<p>Clause no. 4.2.1 of TCC</p> <p>Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential</p>	<p>Retention amount clause to be removed as bidder shall submit the CPBG of 5% within 15 days of receipt of PO.</p> <p>(Vendor credit limit with the bank will not get exhausted. The tender is not in FIM condition,</p>	<p>Tender Condition shall prevail.</p>

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	amount shall be submitted by Vendor before payment of next RA Bill due.	hence the vendor has to workout on the cash flow including the RM cost. BG imposition the RM cost shall be relaxed by reducing the BG value by 50-60% which will bring down the BG requirement to 2.5% each with a total of 5% CPBG+PBG. The same will help out in ease of cash flow along with the banking limits.)	
5	<p>Clause no. 2.19 of TCC</p> <p>GUARANTEE FOR THE FINISHED GOODS* (Defect Liability of the fabricated material) The Vendor shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work within a period of Twelve months from the date of dispatch of last consignment, the Vendor shall do the necessary repair/rework or replace the defective items free of cost. Alternatively, the rework/replacement charges shall be recovered from any payables to vendor, if necessary repair/rework or replacement of defective items are not done within reasonable time specified by BHEL and has been carried out by BHEL.</p>	<p>GUARANTEE FOR THE FINISHED GOODS* (Defect Liability of the fabricated material) The Vendor shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work within a period of Twelve months from the date of Invoice, the Vendor shall do the necessary repair/rework or replace the defective items free of cost. Alternatively, the rework/replacement charges shall be recovered from any payables to vendor, if necessary repair/rework or replacement of defective items are not done within reasonable time specified by BHEL and has been carried out by BHEL.</p>	<p>Clause no. 2.19 of TCC is hereby amended as under:</p> <p>GUARANTEE FOR THE FINISHED GOODS* (Defect Liability of the fabricated material) The Vendor shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work within a period of SIX months from the date of dispatch of last consignment, the Vendor shall do the necessary repair/rework or replace the defective items free of cost. Alternatively, the rework/replacement charges shall be recovered from any payables to vendor, if necessary repair/rework or replacement of defective items are not done within reasonable time specified by BHEL and has been carried out by BHEL.</p>

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			Latent Defects Liability: At the end of the Defects Liability Period, the Vendor's liability ceases except for latent defects. The contractor's liability for latent defects warranty shall be limited to a period of Six (6) months from the end of Defects Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of deficiency which do not manifest themselves during the Defects Liability Period mentioned above.
6		Rolling Tolerance of the plates and structure not mentioned. Rolling tolerance can be considered as per IS-1852. (Clarity in executing the projects)	As material shall be in agency's scope, Rolling tolerance cannot be considered.
7	Clause no. 4.4 (c) (iv) of TCC: Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Performance Security Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period (Including Extended Period) + Performance guarantee period of 12 months + 3 months claim period. The BG shall be extended up to completion of	iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Performance Security Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period (Including Extended Period) + Performance guarantee period of 3 months + 3 months claim period. The BG shall be extended up to completion of Performance guarantee period from the date of supply of last consignment.	Clause no. 4.4 (c) (iv) of TCC is hereby amended as under: Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Performance Security Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period (Including Extended Period) + Performance guarantee period of 6 months + 3 months claim period. The BG shall be extended up

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	Performance guarantee period from the date of supply of last consignment.		to completion of Performance guarantee period from the date of supply of last consignment.
8	Integrity Pact: Annexure-XIV of GCC (Volume-IC)		Integrity Pact: Annexure-XIV of GCC (Volume-IC) signed copy. Bidders are requested to submit the signed & stamped copy of below attached signed copy of Integrity Pact along with their Techno-commercial Bid (Part-I).

Note:

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

**for BHARAT HEAVY ELECTRICALS LTD
SDGM / Purchase - CPC**

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ANNEXURE – XIV

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 **Tender Enquiry No: BHEL/CPC/KOD/BOILER FAB STR/25/083 for Supply of Factory Finished Fabricated Structure of Boiler (Columns (Plus, Plus-I and Box etc.), Bracings, Wall beams, Floor Beams, Trusses etc.) up-to Project Site, based on input design & detailed drawing, Quality Work Instructions (QWIs) and Technical Specification as provided by BHEL for Unit#1 and Unit#2 of 2X800 MW Koderma Project.** 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.

Supplier / Vendor

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.

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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 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/ guidelines.

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

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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.

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- 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.

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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.

RAHUL DEB

Digitally signed by RAHUL DEB
Date: 2025.03.27 11:44:20 +05'30'

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
