

**CORRIGENDA 01  
TO  
GENERAL CONDITIONS OF CONTRACTS (GCC)  
Rev No. 07 wef 05.03.2022**

CORRIGENDA 01 TO GCC REV 07  
ANNEXURE VIII REV 01

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**BHARAT HEAVY ELECTRICALS LIMITED**

**PROJECT ENGINEERING MANAGEMENT**

PPEI BUILDING, HRDI & ESI COMPLEX  
PLOT NO. 25, SECTOR – 16A  
NOIDA – 201301 (U.P.), INDIA

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MANAGEMENT**

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CONTRACT (GCC) Revision no. 07**

SI No.	Clause Ref	Existing Clause as:	Replaced/ New Clause as:
1	19.3 of Instructions to Bidder (ITB)	New Clause	"In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
2	26.1 of Instructions to Bidder (ITB)	New Clause	"Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."
3	31 of Instructions to Bidder (ITB)	New Clause	<p>Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity Incorporated. established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country: or</p>



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e. An Indian (or other) agent of such an entity; or

f. A natural person who is a Citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership Interest or who exercises control through other means, Explanation-

2 a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions Including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together. or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of Individuals;

4. Where no natural person is Identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall Include identification of the author of the trust. the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person



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			Note- The above clause shall not be applicable for the bidders from those countries (even if sharing a land order with India) to which the Government of India (GoI) has extended lines of credit or in which the GoI is engaged in development work.
4	19.4 of Instructions to Bidder (ITB)	New Clause	The evaluation currency for this tender shall be INR.
5	19.5 of Instructions to Bidder (ITB)	New Clause	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 organization contact number and e-mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation
6	32 of Instructions to Bidder (ITB)	New Clause	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
7	14 A of General Commercial Terms and Conditions (GCTC)	New Clause	All Bidders to comply Govt. of India, Ministry of Power, Order No-25/11/2018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
8	33 of Instructions to Bidder (ITB)	New Clause	For order exceeding Rs 25 lakhs, Successful L1 bidder to submit mandatorily the GeM Seller ID before placement of Order/Award of contract
9	34 of Instructions to Bidder (ITB)	New Clause	Wherever Service charges like Supervision, Inspection, etc. consequent or incidental to supply are envisaged in tender, such charges should not exceed 2% of the total contract value. It is recommended that such charges be sought on per visit / per day basis, and the evaluation of the tender is to be done including the cost of the service charges



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10	11.10 of General Commercial Terms and Conditions (GCTC)	New Clause	Bidder to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest
11	Annexure VIII Rev 01	Annexure VIII (Page 14 of 31 to 17 of 31)	<p>Annexure VIII of Annexures to GCC Rev 07 for Integrity Pact has been revised and replaced with Annexure VIII Rev 01 annexed with Corrigenda 01 to GCC Rev 07</p> <p>Annexure VIII mentioned at clause number 12.0 of "Instruction to Bidders" of GCC Rev 07 shall be read as Annexure VIII Rev 01 which is annexed with Corrigenda 01 to GCC Rev 07.</p>