

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

DUE DATE
28.04.2025
BY 02:00 P.M.

Dear Sir / Madam,

Subject: Tender Enquiry for “LIGHTING FIXTURES, LAMP & MISC. ITEMS” as per Technical Specification No. PE-TS-APL/MEL-558-E001, Rev. 00 for (i) 2X800 MW Adani Raigarh TPP Phase-II, (ii) 2 X 800 MW ADANI POWER RAIPUR TPP – BTG & (iii) 2 X 800 MW MTEUPPL MIRZAPUR PHASE I BTG

BHEL invites your offer for design, engineering, manufacture, inspection and testing at manufacturer's and/or its sub-contractors works, proper packing for delivery and supervision of Erection & Commissioning at site for LIGHTING FIXTURES, LAMP & MISC. ITEMS complete with all accessories as per the requirements specified in the specification and any other services, etc. if called for in the succeeding sections of the specification.

Your best quotation / offer shall be submitted in two parts strictly as per Clause-2.0 of the “Instructions to Bidders” of GCC, Rev. 07 & its Corrigenda, in line with our terms and conditions, online via e-procurement system on <https://eprocurebhel.co.in>

S. No.	PROJECT	ITEM DESCRIPTION	TECHNICAL SPECIFICATION NO.
1.	2X800 MW Adani Raigarh TPP Phase-II 2 X 800 MW ADANI POWER RAIPUR TPP – BTG 2 X 800 MW MTEUPPL MIRZAPUR PHASE I BTG	LIGHTING FIXTURES, LAMP & MISC. ITEMS	PE-TS-APL/MEL-558-E001, Rev. 00

It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 P.M.** Part-I bids shall be opened at **04:00 P.M.** on the due date.

Note: 1. Detailed Tender documents / Corrigenda, addenda, amendments, time extensions, clarifications etc. can be downloaded / accessed from the following websites: -

- <https://eprocurebhel.co.in>
- www.bhel.com

ENQUIRY TERMS AND CONDITIONS:

Please refer GCC, Rev. 07 & its Corrigenda which is available on <https://pem.bhel.com/gcc.aspx>. Bidders are requested to go through the same while submitting the offer.

- Offers should be submitted separately in two parts **online through e-procurement system** as follows:

Part-I: TECHNO-COMMERCIAL BID

Part-II: PRICE BID

For detailed instructions, please see Clause No. 1.0 & 2.0 of “Instructions to Bidders (Vol-I, GCC Rev. 07)”.

Shamik Gupta
Engr. / PG-I, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
MOB. - 9716336332

Regd. Office
BHEL House Siri Fort
New Delhi-110049

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

2. Bidders to note that following form the part of tender documents & will become a part of the Order / Contract after its finalisation:
 - a. General Conditions of Contract (GCC), Rev. 07 & its Corrigenda comprising of Instructions to Bidders and General Commercial Terms & Conditions.
 - b. Technical Specification & BOQ
 - c. Enquiry Letter with Terms & Conditions.
 - d. Technical PQR
 - e. Format for Local Content Certificate
 - f. Format for Land Border Certificate
3. Tenders shall be submitted strictly in accordance with the requirements of the above mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II (Cost of withdrawal) of GCC, Rev. 07 along with reasons for taking such deviations. Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II (Cost of withdrawal) and standard pre-printed terms & conditions shown separately or found hidden in the offer, will not be taken cognizance of. Bidders to note all the points mentioned in "Notes" of Annexure-II to GCC, Rev. 07.
4. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any / all tender(s) in part or full without assigning any reason whatsoever.
5. 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 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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, only Class-I local suppliers as defined in the PP (MII) order are eligible to bid for this package. Recommended % of Minimum local content for Class-I supplier shall be 60%.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification (in the prescribed format) that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made.

The package is non-divisible in nature.

6. 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.
 - to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 4) F. No. 6/18/2019/PPD dt. 23.02.23

Note: Subsequent orders/circulars to be checked and to be complied.

Shamik Gupta
Engr. / PG-I, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
MOB. - 9716336332

Regd. Office
BHEL House Siri Fort
New Delhi-110049

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

7. As per Department of Expenditure (DoE) OM No. 6/9/2020-PPD dt. 24/08/2020, it is mandatory for all the bidders to provide their GeM Seller ID.

8. All correspondence thereof, shall be addressed to the following:

Mr. Shamik Gupta/Engr./PG-I M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: shamikgupta@bhel.in Ph. No. 97163366332	Mr. Shree Prakash Yadav/PG -I M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: spyadav@bhel.in Ph. No. 9911775641
---	--

9. **Bidder to note that this is a conditional Open (Indian) Tender enquiry. Hence, Price Bid (Part-II) Opening / Reverse Auction shall be subject to following criterion:**

- Qualification of Technical PQR.
- Techno-commercial compliance to the NIT (Bid).
- Mandatory conformance to applicable Govt. of India rules/ guidelines/ notifications/ circulars as issued or amended time to time.
- Approval of vendor by end customer (as per enclosed vendor approval format)

10. 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

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date

11. In case of joint bidding, Bidders shall be required to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope as per NIT.

12. For the bidders (who are not registered with BHEL-PEM), Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration.

13. **The Evaluation Currency for this tender will be INR.**

14. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender as per latest reverse auction guidelines AA:SSP:RA:00 dated 05.12.2024. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno commercially qualified bidders shall be

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Vendors to note that above RA clause will supersede Cl. No. 13 of "Instruction to Bidders" of GCC, Rev. 07 & its Corrigenda 01.

The Bidders has to quote the Single Price (i.e. Total Cost to BHEL excluding GST) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, Freight as applicable, including loading (if any). De-loading (if any) shall be done in line with NIT terms.

Link for RA guidelines to be followed as:

<https://www.bhel.com/guidelines-reverse-auction-2024>

15. MSME / Start-up Vendors to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PEM is already registered with RXIL (TReDS) Platform. You are requested to get registered with RXIL (TReDS) Platform to avail the facility as per GOI guidelines.
16. **Delivery Schedule:** - Following Delivery Schedule is being proposed –

For 2X800 MW Adani RAIGARH TPP Phase-II

Main Supply: - Delivery completion for Main supply shall be (265 + 120) days from the PO date. Drawings / documents submission / re-submission schedule as per Technical Specification No. PE-TS-APL/MEL--558-E001, Rev. 00 shall be considered for delivery.

For 2X800 MW ADANI POWER RAIPUR TPP – BTG

Main Supply: - Delivery completion for Main supply shall be 265 days from the PO date. Drawings / documents submission / re-submission schedule as per Technical Specification No. PE-TS-APL/MEL--558-E001, Rev. 00 shall be considered for delivery.

For 2x 800 MW MTEUPPL MIRZAPUR PHASE I BTG

Main Supply: - Delivery completion for Main supply shall be (265+210) days from the PO date. Drawings / documents submission / re-submission schedule as per Technical Specification No. PE-TS-APL/MEL--558-E001, Rev. 00 shall be considered for delivery.

Mandatory Spares (all three projects): - 90 days from separate BHEL clearance.

Services (Supervision of E&C): - Supplier to depute its service engineer for respective site activity within 15 days from BHEL's intimation (for all three projects).

Subsequent Lots, if any (released within validity of contract under Quantity Variation Clause): - 90 days from the date of Quantity clearance by BHEL (for all three projects)

Notes:

- a. Supplier to start manufacturing / supply only after getting the applicable engineering Drawings / documents approved from BHEL / End Customer.
- b. Drawings / documents submission / re-submission schedule as indicated above shall be used for progress monitoring purpose and required course correction, if any.

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

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.

- 17. 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. 18 below, 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 the validity of contract. Validity period for various activities shall be as follows: -

17.1 Validity of the contract for Main Supply including quantity variation:

Contract shall be valid for 03 years from the PO date. However, delay at Supplier's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at Supplier's end.

17.2 Validity of the contract for Supply of Mandatory Spares / Services applicable in the contract:

Validity of contract for supply of mandatory spares / services applicable in the contract shall be one year over and above contractual validity period for main supply including quantity variation as specified at point no. 17.1 above.

Notes:

- a) Main supply including quantity variation, Mandatory Spares / services applicable in the contract released / cleared for manufacturing within contractual validity period, to be supplied by vendor / supplier at PO rates, terms and conditions.
- b) Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.

18. Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawings / documents submission / re-submission 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 drawings / documents beyond the stipulated time as specified in NIT.
- ii. Time Loss in approval of the drawings / documents as a result of increase in the iteration not attributable to the vendor (i.e. re-submission owing to end customer comments) as certified by BHEL. Time extension equivalent to the re-submission time mentioned in technical specification 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 Rev 07.
- 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

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

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.

19. Performance Security

(A) Supplier may opt any of the following for submission of Performance Security as per the format enclosed in the GCC, Rev. 07: -

Initially 10% of the contract value (Total ex-works price excluding PVC). 5% of the contract value (Total ex-works price excluding PVC) will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (Total ex-works price excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.

Or

5% of the contract value (Total ex-works price excluding PVC). Additional 5% of the contract value (Total ex-works price excluding PVC) will be deducted & retained from first bill & subsequent bill(s) of the same contract (in case the value of first bill is less than 5% of the contract value). The retention amount will be released after completion of Main Supply based on certification by PG. However, balance 5% of the contract value (Total ex-works price excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by PG.

(B) Time for submission of Performance Bank Guarantee shall be 14 days from the date of PO/LOA.

(C) Initial PBG validity (incl. claim expiry period):-

34 months for 2 X 800 MW ADANI RAIGARH TPP – BTG

30 months for 2 X 800 MW ADANI POWER RAIPUR TPP – BTG

37 months for 2 X 800 MW MTEUPPL MIRZAPUR

20. Modes of deposit: Performance security may be furnished in the following forms:

- Local cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).
- Insurance Surety Bond. (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

21. Forfeiture of Performance Security:

- The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

Shamik Gupta
Engr. / PG-I, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
MOB. - 9716336332

Regd. Office
BHEL House Siri Fort
New Delhi-110049

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

- b) Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.

- c) The Performance Security shall not carry any interest.

Note - In case of BG from private banks, a clause shall be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Delhi-NCR.

22. Earnest Money Deposit- EMD amount shall be Rs. 06 Lakhs.

EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

Modes of deposit: -

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL-PEM account details are as follows:

Bank name, State Bank of India

Account No: 39922687394

IFSC: SBIN0017313

BRANCH-CAG II NEW DELHI

- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-PEM, Noida (along with the offer).

- (iii) Fixed Deposit Receipt (FDR)

- (iv) Bank Guarantee from any of the Scheduled Banks.

- (v) Insurance Surety Bonds.

The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Forfeiture of EMD

- a) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- b) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.
- c) Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.
- d) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.
- e) EMD shall not carry any interest.

23. Payment Terms shall be as per GCC, Rev. 07 & its corrigenda. Prices shall remain FIRM till completion of the contract.

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

24. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dt. 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line and approved by Buyer after evaluation of documents submitted.
25. Lump sum combined evaluation (all three projects together) will be done on **Total cost to BHEL (excluding GST) basis**. Supervision of E&C charges have already been mentioned in the BOQ enclosed with tender documents. Hence, these charges have not been made part of NIT Price Format and will be considered only while placing the P.O. Separate Purchase Orders will be placed project wise.
26. "In 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 bidders.
In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding."
27. Overall (%) variation in contract values (due to changes in the scope) shall be limited to +/- 30% as per quantity variation Cl. No. 6.0 of GCC, Rev. 07.
28. **Integrity Pact:** - Integrity pact is applicable for subject package
(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

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

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno- commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note : No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided in the NIT."

Details of contact persons shall be as per point no. 8 abvoe.

29. The offers of the bidders who are on the banned list (list of banned firms available on <http://www.bhel.com>) and also the offers of the bidders, who engage the services of the banned firms, shall be rejected.
30. The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
31. **Breach of Contract, Remedies and Termination:**
In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:
- (i) encashment of security instruments like EMD, Performance Security with PEM against the said contract.
 - (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Supplier, retention amount etc. with PEM.
 - (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.
 - (iv) Any other mode as deemed fit by the Buyer at its sole discretion.
 - (v) if recovery is not possible then legal remedies shall be pursued.

However, Supplier shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.

32. Bidders participating in subject tender will necessarily have to buy class III DSCs (Digital Signature Certificate) issued by the certifying authorities in India. Basic procedure /checklist is uploaded on "www.bhel.com" for participating in tender enquires through e-procurement.
33. Bidders to declare 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.
34. 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

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

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 / 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. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

35. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".

36. CIF is not available for this package.

37. PVC not applicable.

38. Site Address:-

RAIGARH

Construction Manager, APL site office,
Adani Power Limited
2x800 MW (Phase-II) Thermal Power Project
Village: Near Bade Bhandar
Tehsil: Pussore Raigarh 496100,
Pin - 496100, Raigarh, Chhatisgarh
GSTIN: 22AABCA2957L1ZQ

RAIPUR

Construction Manager, APL site office,
Adani Power Limited,
2x800 MW (Phase-II) Thermal Power Project
Village: Raikheda, Block: Tilda Raipur 493225 Chhattisgarh

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

GSTIN: 22AABCA2957L1ZQ

MIRZAPUR

Mirzapur Thermal Energy (UP) Private Limited

Village: Dadri Khurd; PO: Darhi Ram

Tehsil: Sadar, District: Mirzapur 231 304

Uttar Pradesh

GST number: 09AABCW0419K1Z9

39. Liquidated Damages: - shall be applicable on undelivered portion. This will prevail L.D clause of GCC Rev 07. Bidders to note the following:-

"Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y)."

40. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website only ([https:// https://eprocurebhel.co.in](https://eprocurebhel.co.in)) under subject tender reference. Bidders are requested to visit our website from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.
41. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e- Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
42. All terms and conditions shall be as per NIT and GCC - Rev. 07 & its Corrigenda. In the event of any contradiction, the terms and conditions mentioned, the order of preference shall be as mentioned in Cl. No. 36 of GCTC of GCC - Rev. 07.
43. Please note that for technical bid, detailed offers are to be submitted including the following: -
- Acceptance of GCC, Rev. 07 & its Corrigenda.
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed
 - Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
 - Technical & Commercial Deviations, if any along with Cost of withdrawal in Annexure-II of GCC Rev 07.
 - Technical PQR documents.
 - Local Content Certification.
 - Land Border Certification.

Thanking You.

Yours Sincerely,

Shamik Gupta
Engr. / PG-I, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
MOB. - 9716336332

Regd. Office
BHEL House Siri Fort
New Delhi-110049

Ref. Enquiry No.: 77/24/6102/SHA Dt. 16.04.2025

Shamik Gupta

(Engr. / PG-I/ BHEL-PEM)

Enclosures:

1. Technical Specification No. PE-TS-504-558-E001, Rev. 0.
2. Technical PQR
3. Unpriced format (Annexure-I)
4. Unpriced Deviation schedule (Annexure-II)
5. Format for Local Content Certification
6. Format for Land Border Certificate
7. Vendor approval format
8. Integrity Pact

Shamik Gupta
Engr. / PG-I, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA
MOB. - 9716336332

Regd. Office
BHEL House Siri Fort
New Delhi-110049

ANNEXURE -I TO UNPRICED SCHEDULE FOR LIGHTING FIXTURES & MISC ITEMS (MAIN SUPPLY ITEMS)

Item No.	DESCRIPTION	UNIT	2 X 800 MW APL RAIGARH (PH-II)	2 X 800 MW APL RAIPUR (PH-II)	2 X 800 MW MTEUPPL MIRZAPUR (PH-I)	TOTAL QTY.	UNIT EX- WORKS PRICE (DULY PACKED) (Rs.)	TOTAL EX- WORKS DULY PACKED (Rs.)	FREIGHT CHARGES (Rs.) (...% of Ex- Works Price)	GST@...% ON EX- WORKS + FREIGHT (Rs.)	TOTAL FOR SITE PRICE (Rs.)
	MAIN SUPPLY ITEMS										
1.0	Lighting Luminaires (complete with accessories)		QTY.	QTY.	QTY.						
1.1	Luminaire Type LED FC34 incl. Mandatory Spares	Nos.	365	365	365	1095					
1.2	Luminaire Type LED SW41 incl. Mandatory Spares	Nos.	6026	6026	6026	18078					
1.3	Luminaire Type LED SW42 incl. Mandatory Spares	Nos.	1393	1393	1393	4179					
1.4	Luminaire Type LED SS62 incl. Mandatory Spares	Nos.	392	392	392	1176					
1.5	Luminaire Type LED SS63 incl. Mandatory Spares	Nos.	79	79	79	237					
2.0	Junction boxes										
2.1	JUNCTION BOXES TYPE JB-F incl. Mandatory Spares	Nos.	7504	7504	7504	22512					
3.0	Receptacles										
3.1	RECEPTACLES TYPE RA incl. Mandatory Spares	Nos.	198	198	198	594					
3.2	RECEPTACLES TYPE RC incl. Mandatory Spares	Nos.	156	156	156	468					
4.0	24V Supply module & lamp unit complete with all accessories										
4.1	24V SUPPLY MODULE & LAMP UNIT FIX TYPE- incl. Mandatory Spares	Nos.	58	58	58	174					
4.2	24V SUPPLY MODULE & LAMP UNIT PORTABLE - incl. Mandatory Spares	Nos.	6	6	6	18					
4.3	PORTABLE HALOGEN LAMP UNIT (PORTABLE LED LAMP UNIT) - incl. Mandatory Spares	Nos.	40	40	40	120					
4.4	5A,24V SOCKET & LAMP - incl. Mandatory Spares	Nos.	104	104	104	312					
5.0	Flexible PVC COATED conduit										
5.1	20 mm dia flexible electrogavanised PVC coated conduits, 1.6 mm thick- incl. Mandatory Spares	mtrs.	10950	10950	10950	32850					
6	Ladder (5m to 10m) - incl. Mandatory Spares	nos.	4	4	4	12					
7.0	Structural steel - incl. Mandatory Spares	MT	6	6	6	18					
8.0	Supervision of E&C										
8.1	CHARGES PER VISIT	VISIT	4	4	4	12					
8.2	MANDAYS CHARGES	DAYS	20	20	20	60					

Notes:-

1. Mandatory spares quantities are included in Main supply and shall be released as separate Lot.
2. The material shall be supplied in LOTS. LOTS shall be released progressively based on approved lighting drawings of different areas and project requirement.
3. NOS. OF VISIT FOR SUPERVISION OF E&C MAY INCREASE BASED ON PROJECT REQUIREMENT

4. CONTAINERS AS PER SPECIFICATION ARE TO BE SUPPLIED ALONG WITH FIRST SUPPLIES. THE PRICE OF CONTAINER IS DEEMED TO BE INCLUDED IN PACKAGE PRICE. NO SEPARATE CHARGES SHALL BE PAYABLE.
5. LIGHTING SYSTEM DESIGN CHARGES ARE DEEMED TO BE INCLUDED IN THE PRICE OF ABOVE ITEMS. NO SEPARATE CHARGES FOR DESIGN ACTIVITY WILL BE PAYABLE.
6. TYPE TESTS CHARGES ARE DEEMED TO BE INCLUDED IN THE PRICE OF ABOVE ITEMS. NO SEPARATE CHARGES FOR TYPE TESTING WILL BE PAYABLE.
7. DURING SUPPLY OF MATERIAL, CONTAINER NUMBERS SHALL BE VERIFIED WITH RECEIPTED LR FOR MAKING PAYMENT ALONG WITH ENGINEERING CONCURRENCE
8. FOR SUPERVISION OF E & C, THE PRICES SHALL BE INCLUSIVE OF CHARGES OF AIRFARE (TO & FRO), BOARDING, LODGING, VISA, MEDICAL, INSURANCE ETC.

9

"Supplier to essentially quote prices against each line item of the BOQ in the respective columns. 'NIL', 'Free of Cost', 'Zero' etc. shall not be mentioned for any line item of the BOQ. In such case, Liquidated Damages shall be levied on the Total order/ contract value instead of undelivered portion of the Order/ contract. Also, if price of any line item (X) is mentioned 'Included' in any other line item (Y), then in case of delay in delivery of item (X), LD shall be applicable on value of item (Y)."



**PROJECT
ENGINEERING
MANAGEMENT**

**GENERAL CONDITIONS
OF CONTRACT (GCC)**

Revision no. 07

ANNEXURES

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)									
PROJECT:-									
PACKAGE:-									
TENDER ENQUIRY REFERENCE:-									
NAME OF VENDOR:-									
SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS' AUTHORISED REPRESENTATIVE									
NAME				DESIGNATIONS			SIGN & DATE		
NOTES:									
1. Cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.									
2. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.									
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.									
5. Bidder shall furnish price copy of above format along with price bid.									
6. The final decision of acceptance/rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.									
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII, will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.									
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.									
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.									
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.									
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.									
13. In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.									

Annexure III

Lighting Fixtures, Lamps & Misc. Items
2X800 MW Adani Raigarh TPP Phase-II
2 X 800 MW ADANI POWER RAIPUR TPP – BTG
2 X 800 MW MTEUPPL MIRZAPUR PHASE I BTG

An undertaking regarding Model Clauses on company letter head only

(To be provided along with bid)

Reference: NIT No.- 77/24/6102/SHA Dt. 16.04.2025

Package: - Lighting Fixtures, Lamps & Misc. Items

Project: As mentioned above

TO WHOM SO IT MAY CONCERN

This is with reference to Ministry of Finance circular dated 23.02.23 reg. restriction under rule 144 (xi) of GFR.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s (bidder name) is not from such a country and is eligible to be considered/participate in tender enquiry for against aforesaid tender enquiry.

Sign & Signature (Not below Director/owner of the company)

Date:

Place:

ANNEXURE IV
Lighting Fixtures, Lamps & Misc. Items
2X800 MW Adani Raigarh TPP Phase-II
2 X 800 MW ADANI POWER RAIPUR TPP – BTG
2 X 800 MW MTEUPPL MIRZAPUR PHASE I BTG
Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P) -201301

Subject: - Certification regarding local content

Reference: Tender Enquiry No-77/24/6102/SHA Dt. 16.04.2025

Package: - Lighting Fixtures, Lamps & Misc. Items
Project: As mentioned above

Dear Sir,

We hereby certify that items offered by us of Lighting Fixtures, Lamps & Misc. Items for above mentioned three (03) projects.....(minimum % of local content) meets the requirement of minimum local content in line with applicable clause of Make In India and the Public Procurement (Preference to Make in India), Order 2017 dated- 15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20, 16.09.20, 16.11.21 & dated 19.07.2024.

We further confirm that details of location at which the local value addition is made will be our registered works at(address of the works).

We hereby certify that local content calculation has been done in line with revised Public procurement order 2017, dated 19.07.2024.

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory
of company



MAIN SUPPLIER'S EVALUTION REPORT OF THE PROPOSED SUB-SUPPLIER

1. Name of Main Supplier :

2. Project Name :

3. Package Name :

4. Name of item/equipment to be procure :
(with Rating/Type/Size)

5. .Brief specification of equipment to be procured :

6. Name of the proposed sub-supplier :

7. Address of sub-supplier's Regd. office :
(with phone no. Fax no. & Email)

8. Address of the sub-supplier's manufacturing unit :
(with phone no. Fax no., & Email)

9. Name of the contact person of the sub- supplier :
(with phone no. Fax no., Mob no. & Email)

Format No. ADANI/Q/F-01 Rev 01



10. Reference List :

(Extensive experience in particular type of equipment to be procured)

Name of customer with address	Name of the plant where equipment were installed	Type/ Rating/ Capacity	Date of dispatch of equipment	Date of Commissioning of equipment	Nos. of years in operation	Performance feed back from customer

11. Main supplier's to submit their own assessment report of the sub-supplier:

Attached / Not attached

12. Main supplier's recommendation:

Name


Designation
Dept. / Company

Signature

Date

List of enclosures :-

- 1.
- 2.
- 3.

	<p align="center">PROJECT ENGINEERING MANAGEMENT</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision no. 07</p>	<p align="center">ANNEXURES</p>
---	---	--	--

ANNEXURE– VIII

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.


1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

	<p align="center">PROJECT ENGINEERING MANAGEMENT</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision no. 07</p>	<p align="center">ANNEXURES</p>
---	---	--	--

himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC 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 & exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.


Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

	<p align="center">PROJECT ENGINEERING MANAGEMENT</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision no. 07</p>	<p align="center">ANNEXURES</p>
---	---	--	--

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 / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.


8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations! views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

	<p align="center">PROJECT ENGINEERING MANAGEMENT</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision no. 07</p>	<p align="center">ANNEXURES</p>
---	---	--	--

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 organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty! guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place----- Digitally signed by Shamik Gupta
DN: cn=Shamik Gupta, o=Bharat
Date----- Heavy Electricals Ltd., ou=PEM,
email=shamikgupta@bhel.in, c=IN

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____