

Project		5X800 MW YADADRI TPS	
Package		SCREENED CONTROL CABLES	
Subject		BUYER ADDED BID SPECIFIC ATC CLAUSES	
GeM Bid No.		GEM/2023/B/3300504 dated 23.03.2023	
Sl. No.	TERMS & CONDITIONS		
1.	Terms of Payment (Supply)	<u>Type of Seller</u>	<u>Payment Terms (Number of days)</u>
		Micro & Small Enterprises (MSEs)	45 days
		Medium Enterprises	60 days
		Non MSME	90 days
		Payments shall be made to the Seller as per above schedule of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days’ time as provided in clause 12 of GeM GTC). Supplier has to provide Original Tax Invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable), PVC calculation sheet and indices for payment. Provision of offline payment in GeM shall be utilized.	
2.	Terms of Delivery	Terms of delivery shall be F.O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier. Transit insurance shall be in the scope of supplier as per GeM. However, unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly. W.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter with a copy to BHEL.	
3.	Delivery	Delivery period for sake of GeM bid shall be chosen as 730 days from PO date. This is Indicative only. However, this period shall not be considered for Delivery and Delay analysis purpose. For Delivery and delay analysis purpose, delivery schedule mentioned below shall be considered: Main Supply: Within Six (06) months from date of CAT-1 approval of Primary drawing/documents or manufacturing clearance whichever is later, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period. List of engineering Drgs./docs. shall be as per Technical Specification & submission schedule shall be as under: Primary Drgs./Docs. - R-0 submission within 14 days from the date of PO & subsequent revisions within 10 days of comments received from BHEL. Secondary Drgs./Docs – Submission within 1 week after conduction of type test Additional Qty. (if provided separately under Qty. var. clause of contract): Supply within Four (4) months from the date of Quantity clearance by BHEL. Mandatory Spares: Supply within three (3) months from manufacturing clearance by BHEL. Separate clearance shall be issued for same.	

		<p>Notes:</p> <ol style="list-style-type: none"> 1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group. 2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents. 3. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule. 4. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof. 5. Delivery shall be completed as per the terms mentioned above and LD shall be applicable in case of delay beyond the above-mentioned delivery terms 6. In case clearances are not accorded by BHEL within 730 days from date of PO than contractual delivery extension shall be with mutual consent of buyer & seller.
4	Liquidated Damage	<p><u>For Main Supply:</u> Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total Main Supply contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total Main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered Main Supply goods/stores within the period stipulated in the Order/ Contract. Additional Qty. (if provided separately under Qty. var. clause of contract) then same shall be considered as separate Main Supply lot for LD purpose.</p> <p><u>For Mandatory Spares:</u> Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total Mandatory Spares contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total Mandatory Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered Mandatory Spares goods/stores within the period stipulated in the Order/ Contract.</p> <p><u>NOTE:</u></p> <ol style="list-style-type: none"> i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s). iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit / Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay. <p>Above LD clause shall prevail over the LD clause of GeM GTC.</p>

5	Guarantee Terms	<p>As per Cl. No. 10 of GTC on GeM for the bid. However, time period shall be as under:</p> <p><u>For Main Supply:</u> Guarantee & Warrantee time period shall be 18 months from the date of last supply in the Main Supply scope. Additional Qty. (if provided separately under Qty. var. clause of contract) than same shall be considered as separate Main Supply scope lot.</p> <p><u>For Mandatory Spares :</u> Guarantee & Warrantee time period shall be 18 months from the date of last supply in the Mandatory Spares Supply scope.</p>
6	Quantity Variation	Upto +25% as per GEM logics.
7	CIF	CIF is not available for this Package.
8	Bank Guarantee	As per bid terms & cl. No. 7 of GeM GTC with initial validity of 28 Months. Further, extension if any shall be as per GeM Terms. However, proportionate value of BG can be reduced on elapse of 2 months from expiry of Guarantee & Warrantee period of Respective Lot/Mandatory Spares Scope (as applicable).
9		<p>This is a conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to the following:</p> <p>i) Techno-Commercial evaluation by BHEL.</p> <p>ii) Qualification of Technical PQR & Financial PQR</p> <p>iii) Offered item should mandatorily conform to PP-MII order provisions.</p> <p>iv) Approval of vendor by end customer (TSGENCO). (i.e. Those bidder(s) who are approved by BHEL's customer shall be considered for evaluation. Bidders who are not approved with BHEL's customer can also quote in the tender. However, their credentials will be assessed for consideration in the tender before price bid opening)</p>
10	PVC	<p>PVC shall be applicable for the subject package. All bidders to quote as per the Price Variation Formulae enclosed with Technical Specification.</p> <p>The price variation shall be limited to + 20% of total ex-works actually supplied (cable size wise) and negative price variation shall be unlimited.</p> <p><u>Base date for prices:</u></p> <p>a. Initial Price (As per IEEMA) - Base date for initial prices for this tender shall be first Feb'2023.</p> <p>b. Final Price (as per IEEMA) - 1st working day of month, one month prior to the date on which cable is notified as being ready for inspection i.e. TPIA inspection call raise date on web portal.</p> <p>PVC shall be payable within contractual delivery period (including any extension thereto)</p>
11		This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dtd. 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the bidders including start-up/MSME

12	Integrity pact	<p>Integrity pact is applicable for subject package. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><th>SI</th><th>IEM</th><th>Email</th></tr><tr><td>1</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table> <p>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.</p> <p>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.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</p> <p>Details of contact person(s):</p> <table><tr><td>(1) Name: Dheeraj Singh Deptt.: PG II Address: BHEL-PEM, Noida, UP – 201301 Phone: (Landline/ Mobile) : 0120-4368864, 9540939726 Email: dheerajsingh@bhel.in</td><td>(2) Name: Manju Sharma Deptt.: PG II Address: BHEL-PEM, Noida, UP – 201301 Phone: (Landline/ Mobile) : 0120-4368663 Email: manju_s@bhel.in</td></tr></table>	SI	IEM	Email	1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	(1) Name: Dheeraj Singh Deptt.: PG II Address: BHEL-PEM, Noida, UP – 201301 Phone: (Landline/ Mobile) : 0120-4368864, 9540939726 Email: dheerajsingh@bhel.in	(2) Name: Manju Sharma Deptt.: PG II Address: BHEL-PEM, Noida, UP – 201301 Phone: (Landline/ Mobile) : 0120-4368663 Email: manju_s@bhel.in
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13	MII Provision	<p>Bidders have to note, “For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non Local supplier and Purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT. 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.”</p> <p>Following point to be noted regarding verification of local content: The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate w.r.t. minimum local content, in accordance with para 9 (b) of PP-MII order revision dated 16.09.2020.</p> <p>Following may also pls. be noted by the bidders: a. Eligibility of Suppliers: Only Class I Local Supplier (as per para no. 3(a) of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT) b. Minimum Local Content required for qualifying a bidder as "Class I Local Supplier": As per para no. 5 of Public Procurement (Preference to Make in India), (PPP-MII) Order 2017 dt. 16/09/2020 issued by DPIIT</p> <p>Note: Subsequent orders/circulars shall be applicable, if any (as indicated above).</p>														

14	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.	
15	<p>Bidders to,</p> <ul style="list-style-type: none"> • 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. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. <p>Note: Subsequent orders/circulars shall be applicable, if any.</p>	
16	MSE Preference	<p>Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller(s) shall be given opportunity to match L-1 price and contract will be awarded for 25% percentage of total quantity</p> <p>a) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only. b) In case of more than one such MSE, within the price band of L1 +15%, the supply shall be shared proportionately, provided the available quantum can be split.</p>
17	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guideline.	
18	<p>Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines (ANNEXURE C) attached to take up the inspection REMOTELY as indicated in the guidelines available at:</p> <p>https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf</p> <p>Inspection call to be raised by bidder on BHEL CQIR portal (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.</p>	

	<p>When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.</p> <p>Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.</p>	
19	<p>Bidders to mention freight/GST percentage for all the items as part of un-priced bid to be submitted along with their Techno-Commercial offer. However, negotiation/RA shall be on Total Evaluation (FOR as per GeM) price only as per GeM logics. 'Detailed Price Break up (as per Annexure - B)' of 'Total Ordering Price on GeM Portal' to be submitted by bidder prior to Order Placement. Further, bidder has to note that notes mentioned in Annexure - B shall be applicable.</p>	
20	Technical & Financial PQR	<p>Bidder has to provide the details as per TECHNICAL PQR (Annexure-D, part of Tech. Spec. also) & FINANCIAL PQR (Annexure-H) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements. Above terms for PQR shall prevail in conflict (if any).</p>
21	Risk Purchase	<p>Bidders to note that Risk Purchase clause shall be as per Annexure A, in case of default by GeM bidder.</p>
22	<ol style="list-style-type: none"> i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any. ii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection. iii. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document. iv. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST. v. Material shall be dispatched by vendor after issuance of MDCC by BHEL only. vi. Advance intimation of dispatch by bidder shall be given, to PEM and Site vii. Bidder has to provide detailed break-up of quoted price in Ex-works, freight & Tax components. viii. Bidder has to submit applicable Freight % & GST % included in their prices during tender clarification stage. 	
23	<p>Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM). However, unloading of items (at delivery point) shall be in the scope of buyer. Bidder to quote prices accordingly.</p>	
24	<p>For bidders (who are not registered with BHEL-PEM) - Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at www.pem.bhel.com - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for registration. However, registration of suppliers is not mandatory in case of open tender.</p>	
25	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> 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, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder;</u> or 	

	<p>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. <u>However, this does not limit the inclusion of the components/sub-assembly/sub-assemblies from one bidding manufacturer in more than one bid</u>; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers <i>or</i> 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:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian /foreign agent on behalf of only one principal; <p style="text-align: center;">Or</p> <p>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</p> <p>h) In case of a holding company having more than one independently manufacturing units , or more than one unit having common business ownership/management ,only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/management units in same/similar line of business.</p>
26	All other terms & conditions shall be as per Buyer added bid specific ATC, selected Additional Terms & Conditions for subject bid and GTC version available on GeM Portal on enquiry date. All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict (if any).
27	<p>Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.</p> <p>CONSIGNEE ID: CON_YADADRI1 Sh. Kavila Mohan Prabhakar, Construction Manager, BHEL, Site Office, 5X800MW YADADRI TPS (EPC), VEERLAPALEM, DAMARACHARLA MANDAL, NALGONDA, TELNGANA-508001</p>
Details of Contact person for the Tender:	
Ms. MANJU SHARMA, Dy. Engineer/PG-II M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: manju_s@bhel.in Ph. No. +91-120-4368663	Mr. DHEERAJ SINGH, MANAGER /PG II M/s Bharat Heavy Electricals Ltd., Project Engineering Management, PPEI Building, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 E-MAIL: dheerajsingh@bhel.in Ph. No. +91-120-4368864,9540939726

DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

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

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

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

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

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

BHEL's right to go for Risk and Cost, Calculation of Risk and Cost amount & LD, recovery options to BHEL are given in detail in Annexure-V hereto.

ANEXURE V

(RISK AND COST CLAUSE)

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

1.1 Risk & Cost Amount against Balance Work:

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

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

Where,

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

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

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

1.2 * Balance scope of work (in case of termination of contract):

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

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

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

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

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

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

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

1.3 LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

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

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

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

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

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

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

ANNEXURE B

ANNEXURE B (Main Supply)

BOQ-CUM-PRICE SCHEDULE FOR SCREENED CONTROL CABLE

Overall Screened Cable (Type-G)													
S.No.	Item code	Item Description	UOM	Main Supply Quantity	UNIT EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	Freight rate in %	Freight Amount in INR	Total Ex works + Freight (INR)	GST type	GST rate in %	GST amount in INR	TOTAL F.O.R SITE PRICE (INR)
1	507-31025-A	1.1kV TYPE G(O) 2P - 0.5 ARMoured	MTR	2,14,000									
2	507-31029-A	1.1kV TYPE G(O) 4P - 0.5 ARMoured	MTR	61,000									
3	507-31033-A	1.1kV TYPE G(O) 8P - 0.5 ARMoured	MTR	3,04,000									
4	507-31017-A	1.1kV TYPE G(O) 12P - 0.5 ARMoured	MTR	46,000									
Individual & Overall Screened Cable (Type-F)													
5	507-31009-A	1.1kV TYPE F(O) 4P - 0.5 ARMoured	MTR	1,09,000									
6	507-31013-A	1.1kV TYPE F(O) 8P - 0.5 ARMoured	MTR	13,000									
7	507-31001-A	1.1kV TYPE F(O) 12P - 0.5 ARMoured	MTR	4,000									
8	507-31005-A	1.1kV TYPE F(O) 20P - 0.5 ARMoured	MTR	67,000									

NOTES:-													
1.Total Quantity indicated above shall be known as Order Quantities. The total quantity variation shall be as per NIT.													
2. Standard drum length shall be as per Datasheet provided in Technical Specification. Tolerance on individual drum length shall be ±5%. For each individual cable size, one short length of not less than 200m may be accepted only in the final drum length to complete the supply. The overall tolerance limits stipulated above shall continue to apply (in case short lengths are accepted).													
3. Overall tolerance on total dispatched quantity of each size shall be (-) 2% and (+) 0% except where the total ordered quantity is one single drum length, in which case it shall be -5% to 0%. Cables consumed for testing and inspection shall be to bidder's account.													
4. Bidder shall indicate unit price of cables inclusive of type test charges. No separate charges shall be payable for type tests.													
5. Unit Price for Mandatory Spares shall be same as that of Main supply items.													

ANNEXURE B (Mandatory Spares)

BOQ-CUM-PRICE SCHEDULE FOR SCREENED CONTROL CABLE

Overall Screened Cable (Type-G)													
S.No.	Item code	Item Description	UOM	Mandatory Spares Quantity	UNIT EX- WORKS PRICE (DULY PACKED) (INR)	TOTAL EX- WORKS PRICE (DULY PACKED) (INR)	Freight rate in %	Freight Amount in INR	Total Ex works + Freight (INR)	GST type	GST rate in %	GST amount in INR	TOTAL F.O.R SITE PRICE (INR)
1	507-31025-A	1.1kV TYPE G(O) 2P - 0.5 ARMoured	MTR	16,000									
2	507-31029-A	1.1kV TYPE G(O) 4P - 0.5 ARMoured	MTR	9,000									
3	507-31033-A	1.1kV TYPE G(O) 8P - 0.5 ARMoured	MTR	27,000									
4	507-31017-A	1.1kV TYPE G(O) 12P - 0.5 ARMoured	MTR	5,000									
Individual & Overall Screened Cable (Type-F)													
5	507-31009-A	1.1kV TYPE F(O) 4P - 0.5 ARMoured	MTR	13,000									
6	507-31013-A	1.1kV TYPE F(O) 8P - 0.5 ARMoured	MTR	6,000									
7	507-31001-A	1.1kV TYPE F(O) 12P - 0.5 ARMoured	MTR	1,000									
8	507-31005-A	1.1kV TYPE F(O) 20P - 0.5 ARMoured	MTR	4,000									

1) OBJECTIVE:

To lay down the procedure for carrying out Remote Inspection of Bought-out Items (BOIs) for PEM suppliers wherever applicable.

2) SCOPE:

It will cover suppliers for packages of PEM BOIs for various project requirements.

Invitation is sent to the suppliers for remote inspection on applications like MS Teams, Webex, etc. by BHEL.

3) MINIMUM REQUIREMENTS AT SUPPLIER'S WORKS:

- i. Uninterrupted internet services
- ii. Good internet bandwidth (Min 100 Mbps)
- iii. Good resolution camera (2 nos) – one preferably CCTV (static at one place) and one hand hold (moving)
- iv. Smart phone with minimum 8MPi camera front and back both with optical zoom facility suitable for using web applications like Webex, MicroSoft (MS) Teams, etc.
- v. Computer and Scanner with good resolution
- vi. Digital signatures of supplier's Quality Engineer
- vii. Availability of web applications like Webex, MicroSoft (MS) Teams, as required.
- viii. All Test certificates, internal test reports, calibration reports, etc. for the items offered for inspection.
- ix. Availability of the above to be submitted to BHEL two days in advance before inspection.
- x. Dedicated team from supplier side for facilitating inspection requirements.
- xi. For ensuring proper visibility, the suggested Portable lighting sources (torch/ electric LED bulb of minimum 15 W) with no glare is to be ensured at offered job, location for remote inspection/testing. This is to be verified before start of the inspection.
- xii. The GPS location co-ordinates or any method to locate inspection location shall be captured indicating the location of the Vendor-Premises of remote inspection/testing.

4) MINIMUM REQUIREMENTS AT BHEL and CUSTOMER LOCATION :

- i. Uninterrupted internet services
- ii. Suitable internet bandwidth
- iii. Digital signatures wherever required.
- iv. Availability of web applications like Webex, MS Teams, etc. as required.
- v. Clearance from customer for conducting remote inspection

5) PROCEDURE:

- i. Supplier will raise the inspection call in BHEL - CQIR portal.
- ii. Supplier shall ensure availability of minimum requirements at supplier's works as mentioned above at point 3.

- iii. Before starting the inspection, the supplier shall submit the documents (TCs, internal test reports and calibration certificates as per approved QAP) two days before the date of inspection for review by BHEL and supplier shall coordinate with BHEL and if found satisfactory, inspection shall be considered for remote.
 - iv. Prior to commencement of remote inspection a pre inspection meeting shall be organised by BHEL inspector with supplier to ascertain the readiness for remote inspection.
- 6) During inspection, supplier shall share the location on Google maps for verifying the address of the manufacturer. Location may be captured by BHEL as screenshot.
- i. Inspection shall be on the basis of approved Quality Plans and associated reference documents mentioned.
 - ii. For witnessing inspection, supplier shall bring the mobile video camera near to the surface of the equipment or as per requirement of the inspector for clarity in viewing the test/ equipment which shall be the responsibility of supplier. Supplier shall ensure that proper lighting is available during live video streaming.
 - iii. Before start of the inspection, inspector shall ensure that all instruments shall have valid calibration report. Supplier shall ensure use of digital instruments preferably for inspection to the extent possible.
 - iv. Details of suppliers's dedicated team handling the remote inspection shall also be incorporated in the CQIR.
 - v. All details of inspection/ testing referred documents shall be mentioned in the CQIR. Recording of remote inspection shall be maintained by the BHEL inspector and this recording (unedited) shall be maintained at BHEL system for a minimum period of 3 years or till the warranty period whichever is later.
 - vi. PEM (Engineering) shall accord final technical clearance, in case of any deviation in inspected item noticed during inspection.
 - vii. Inspection shall be conducted by PEM-Q&BE assigned inspector along with PEM-Engg (if required). CQIR shall be prepared and maintained by PEM-Q&BE.
 - viii. PG will issue MDCC on the basis of acceptance of inspected items along with accepted packing photographs as per contract provisions.
- 7) **UNDERTAKING BY VENDOR:** Material inspected through remote inspections is meeting all technical requirements of BHEL. In case of any discrepancy from the above procedure/ material inspected, if found later, vendor will replace the materials without any cost implication to BHEL.
- 8) Vendor shall provide the signed and stamped of the above guidelines to BHEL as a token of acceptance.

ANNEXURE –D TECHNICAL PQR

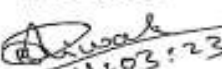
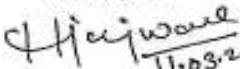
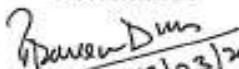
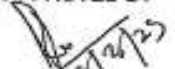
1361191/2023/PS-PEM-EL

	PRE-QUALIFICATION REQUIREMENTS FOR SCREENED CONTROL CABLE YADADRI TPS 5X800MW	PE-PQ-417-507-E016
		REVISION NO. 00 DATE 11/03/2023
		SHEET NO. 1 OF 1

ITEMS : Screened Control Cable	
SCOPE : Supply : YES; Erection & Commissioning : NO;	
1.0	Vendor should be a manufacturer of screened/ Instrumentation control cables.
2.0	Availability of test reports of tests on FRLS screened control cables to establish in-house Capability to carry out all routine, type acceptance as per relevant IS/ International Standards (except UV radiation & hydrolytic stability Test which can be conducted at Govt. Lab/ Govt. approved Independent lab).
3.0	Capacity of manufacturing 200 km of screened control cables per month.
4.0	Manufactured and supplied at least one (1) km of FRLS cables.
5.0	Manufactured and supplied screened control cables up to 20 pairs.
6.0	Manufactured and supplied at least 800 Km of Screened Control cables in one or more orders and at least 200 Km in one single order.
7.0	Minimum two (2) nos. purchase orders for screened control cables shall be submitted which should not be more than five (5) years old from the date of techno-commercial bid opening for establishing continuity in business.

NOTES:

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

PREPARED BY  ABHINAV BANSHIWALA MANAGER	CHECKED BY  N.N.JAJWARE GR. MANAGER	REVIEWED BY  PRAVEEN DUTTA A.G.M.	APPROVED BY  DEBASISA RATH A.G.M.(DH-ELEC)
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ANNEXURE-E

Land Border sharing Certificate

To,

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

Dear Sir,

This has reference to:

1. Our offer for Screened Control Cables for 5X800 MW YADADRI TPS
2. Tender No. GEM/2023/B/3300504 dated 23.03.2023
2. Order no. F. No. 6/18/2019-PPD dt. 23.07.2020 issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

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

if from such a country, has been registered with the competent authority. (Strike through if not applicable)

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

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

Thanking You,
Yours faithfully,

Director/Proprietor/Partner
M/s _____

ANNEXURE-F

<<<To be provided in line with para 9 (b) of PP-MII order revision dated 16.09.2020>>>

LOCAL CONTENT CERTIFICATE

To,

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

Subject: - Certification regarding local content

Reference: Tender Enquiry No.: GEM/2023/B/3300504 dated 23.03.2023

Name of Package: SCREENED CONTROL CABLES

Project Name: 5X800 MW YADADRI TPS

Dear Sir,

It is hereby certified that items offered by M/s..... for above cited Tender Enquiry ref. has local content of%

Further, it is also certified that the local content % certified above is in line with definition of local content given in Public Procurement (Preference to Make in India), Order 2017-revision, having ref no. P45021/2017/-PP (BE-II) dtd. 04.06.20 & 16.09.20 and M/s..... qualify as Class..... local supplier.

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

Thanking You,
Yours faithfully,

ANNEXURE-G

UNPRICED FORMAT

Reference: Tender Enquiry No.: GEM/2023/B/3300504 dated 23.03.2023


Name of Package: SCREENED CONTROL CABLES


Project Name: 5X800 MW MW YADADRI TPS

	Item Title	Item Description	QTY	UOM	Quoted (Yes/No)	Included Freight rate in %	Type OF GST (IGST/CGS T+STGST/UTGST)	Included GST rate %
Main Supply	Overall Screened Cable (Type-G)	1.1kV TYPE G(O) 2P - 0.5 ARMOURED	214000	MTR.				
		1.1kV TYPE G(O) 4P - 0.5 ARMOURED	61,000	MTR				
		1.1kV TYPE G(O) 8P - 0.5 ARMOURED	3,04,000	MTR				
		1.1kV TYPE G(O) 12P - 0.5 ARMOURED	46,000	MTR.				
	Individual & Overall Screened Cable (Type-F)	1.1kV TYPE F(IO) 4P - 0.5 ARMOURED	1,09,000	MTR				
		1.1kV TYPE F(IO) 8P - 0.5 ARMOURED	13,000	MTR				
		1.1kV TYPE F(IO) 12P - 0.5 ARMOURED	4,000	MTR				
		1.1kV TYPE F(IO) 20P - 0.5 ARMOURED	67,000	MTR				
M Spares	Overall Screened Cable (Type-G)	1.1kV TYPE G(O) 2P - 0.5 ARMOURED	16,000	MTR.				
		1.1kV TYPE G(O) 4P - 0.5 ARMOURED	9,000	MTR				
		1.1kV TYPE G(O) 8P - 0.5 ARMOURED	27,000	MTR				
		1.1kV TYPE G(O) 12P - 0.5 ARMOURED	5,000	MTR				
	Individual & Overall Screened Cable (Type-F)	1.1kV TYPE F(IO) 4P - 0.5 ARMOURED	13,000	MTR				
		1.1kV TYPE F(IO) 8P - 0.5 ARMOURED	6,000	MTR				
		1.1kV TYPE F(IO) 12P - 0.5 ARMOURED	1,000	MTR.				
		1.1kV TYPE F(IO) 20P - 0.5 ARMOURED	4,000	MTR.				

ANNEXURE-H

FINANCIAL PQR

	PRE - QUALIFYING REQUIREMENTS						
ENQUIRY NO:							
PROJECT:	5x800 MW YADADRI TPS						
PACKAGE:	Screened Control Cables						
<p>CRITERIA FOR EVALUATION - FINANCIAL :</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; font-weight: bold;">Amount (in Rs.)</td> </tr> <tr> <td>Average annual financial turnover during the last Three Financial Years should not be less than</td> <td style="text-align: right;">9,85,00,000.00</td> </tr> <tr> <td>Rs.Nine Crore Eighty Five Lakh only</td> <td></td> </tr> </table> <p><u>Notes:-</u></p> <p>a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-</p> <p>i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).</p> <p>ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).</p> <p>iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).</p> <p>b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.</p> <p>c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.</p> <p>d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.</p>			Amount (in Rs.)	Average annual financial turnover during the last Three Financial Years should not be less than	9,85,00,000.00	Rs.Nine Crore Eighty Five Lakh only	
	Amount (in Rs.)						
Average annual financial turnover during the last Three Financial Years should not be less than	9,85,00,000.00						
Rs.Nine Crore Eighty Five Lakh only							

	PROJECT ENGINEERING MANAGEMENT	GENERAL CONDITIONS OF CONTRACT (GCC) Revision no. 07	ANNEXURES
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ANNEXURE- VIII (Rev 01)

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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


Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
 - 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.



	PROJECT ENGINEERING MANAGEMENT	GENERAL CONDITIONS OF CONTRACT (GCC) Revision no. 07	ANNEXURES
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- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.


Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.



	<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>
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- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions


Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.



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8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

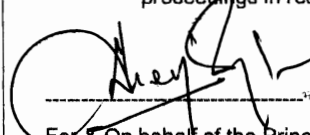
10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.


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 प्लॉट नं. 25, सेक्टर 16 ए, नोएडा - 201301
 PIN NO. 25, SEC 16 A, NOIDA-201301
 For & On behalf of the Principal
 (Office Seal)

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

Place: NOIDA

Date: 07/2/23

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

(NAINA SINGH)