

Project- 4X210 MW + 2X20 MW RAHUGHAT HYDRO ELECTRIC PROJECT (HEP)

Terms & Conditions

PROJECT	:	4X210 MW + 2X20 MW RAHUGHAT HYDRO ELECTRIC PROJECT (HEP)
PACKAGE	:	HVAC FOR HYDRO
SUBJECT	:	ADDITIONAL TERMS & CONDITIONS (ATC)

1. Executing Agency	BHEL-PEM
2. Nature of Package (Divisible/Non-Divisible)	Non-Divisible
3. Technical Scope	As per Technical specification No: PE-TS-479-571-11000-A001 (REV00)
4. Last Date for Seeking Clarification	05 days before due date of tender opening
5. Schedule of Pre-Bid Discussion	Based on Bidder's request, Pre-Bid meeting shall be arranged.
6. Delivery terms for Supply	Ex-Works
7. Integrity Pact Applicability -	YES
8. PVC (Price Variation Clause).	Yes, Refer PVC annexure
9. CIF Content	Not applicable
10. CIF Value	
11. Bidders to download detailed technical specification number- PE-TS-479-571-11000-A001 (REV00) at www.pem.bhel.com and www.bhel.com	
12. In line with cl. No. 12 of (ITB) GCC Rev 07, following Independent External Monitors (IEMs) have been appointed by BHEL. Shri Otem Dai, IAS (Retd.) (iem1@bhel.in) Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in) Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)	
13. Delivery Schedule – Design/Engg. Services- Drawing/ documents submission schedule shall be as per Annexure-V (Section-I, Sub Section-E) of Technical Specification- PE-TS-479-11000-A001. Supply (along with commissioning spares) – 9 months from the date of LOA. Supervision of E&C: Vendor shall be informed at least 10 days in advance for the requirement of visit at site. Mandatory Spares - Mandatory Spares and Tools & tackles (if any) are to be delivered along with the last consignment of main supply within the contractual delivery period. Maintenance Services- Personnel for Maintenance Services shall be deputed within 10 days of intimation.	

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Further Following to be made the part of NIT:

- a. The end period specified is for completion of the deliveries and vendor may be asked to supply the material before delivery schedule to meet the project requirement.
- b. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

Note: Above delivery conditions are to be complied by bidder strictly

Delivery on GeM portal shall be selected as 2190 days. Same shall be indicative to suffice the GeM portal requirement

14. Evaluation Criteria

Total Ex-Works Price + GST

Bidder has to quote the total package price of complete scope, as per technical specification, in GeM. Price break up of total package price shall be provided by bidder in price format uploaded in GeM.

In land Transportation from vendor works to site shall be in BHEL SCOPE of work, bidder have to quote only Ex-works price and GST

In case of discrepancy between total package price and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

Bidder to refer note of clause no 9.5 (General Commercial Terms & Conditions), GCC Rev 07 for Engineering Design charges.

15. Over all (%) quantity variation: The variation on overall package value due to changes in the scope shall be limited to +/-30. Please refer clause no 6 of GCTC of GCC Rev 07

16. Bidders are requested to refer clause no 26.0 (Make in India) of GCC-Rev 07.

“For this procurement, the local content to categorize a supplier as 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 India), Order 2017 dated 16.09.2020 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT.”

This package is not divisible in nature. The margin of purchase preference shall be as per order dtd. 16.09.2020. For this tender, offer from only class-1 local suppliers (meeting minimum 60% local content requirement) shall be considered.

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Bidders are required to provide the following along with the part-1 bid:

- a) Provide a self- certificate (in line with attached draft) giving the percentage of local content.
- b) Provide the details of the location(s) at which the local value addition shall be made.

17. All the terms & condition shall be as per Terms & Conditions of NIT (enclosed), SCC Rev-00 of the Project, GCC Rev-07 and Corrigenda 1 to GCC Rev 07

PQR Applicability

Technical PQR	<input checked="" type="checkbox"/>	Financial PQR	<input type="checkbox"/>
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Bidders to note the following Additional Terms and Conditions for subject tender-

1. Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition:
 - a) Qualifying Technical Pre-Qualification Requirement.
 - b) Techno-commercial acceptance of offer by BHEL-PEM.
 - c) Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder in the format. Accordingly, bidders are requested to submit credential along with their technical bid.

The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online supplier registration. All credentials and/or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

2. Payment Terms - As per GCC Rev-07 + Corrigendum-01 to GCC Rev-07. Provision of offline payment in GeM shall be utilized.
3. Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:
 - i. 90 days for non MSME as per MSMED Act
 - ii. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
 - iii. 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

Notes:

1. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
2. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of remaining payments.

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4. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

5. **Contract Performance Bank Guarantee**

a) Contract Performance Bank Guarantee shall be 05%.

Initial ePBG validity	29 months: - Initial e-PBG validity shall be 29 months from LOA date (Considering delivery period of 09 months + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 4.0 Version 1.5). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.
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Clause no 11.0 (except Clause no 11.4) of GCTC of GCC Rev-07 along with its notes shall also be applicable.

6. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
7. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.
8. This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated.20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the items/Package"
9. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
10. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common;' or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
 - or
 - c) they have the same legal representative/agent for purposes of this bid; or

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- 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 authorize 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. "
11. "Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07- 2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."
12. Bidder to agree with clause no. 1.6,3, & 22 (Instruction to bidders), clause no. 6.0, 10.0, 12.0, 13.0, 14.0 to 30.0, 34.2, 36.0 to 46.0 of GCC Rev 07 (available on www.pem.bhel.com) & SCC of the project.
13. Pre - Bid meeting may be conducted, if required, and the same shall be communicated through corrigenda for this tender enquiry before technical bid opening.
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. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

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16. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalization.
17. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), GeM Portal & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.
18. Expenses for travel upto site, hotel stay at intermediary place (if required), visa, food at site shall be in the bidder's scope. Accommodation shall be arranged by vendor and local transportation shall be taken care by BHEL at site.


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TECHNICAL PQR

512093(1)/2023/PS-PEM-MAX

BHEL-PEMMAUX PRE-QUALIFICATION CRITERIA

	PACKAGE: HVAC FOR RAHUGHAT HEP - HYDRO PRE-QUALIFICATION REQUIREMENT	PE-PQ-479-(571-11000-A)-A001	
		DATE	JUNE 2023
		REV NO	00
1.	Bidders should have designed, supplied, erected and commissioned at least one (1) no. Air Conditioning or Ventilation system in industrial / commercial installations, consisting of UAF / Air Washer / AHU / Fan Filtration with Centrifugal Fan of total capacity 50,000 Cu. Mtr. / Hr. at least, along with associated ducting work etc., which are in successful operation for a period of not less than one (1) year as on date of techno-commercial bid opening.		
2.	The supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement. Copy of minimum one(1) performance certificate (in English) from end user along with copy of related Purchase Order (PO) or Letter of Intent (LOI) or Letter of Award (LOA) or Work Order (WO) specifying that the product is running successfully for one (1) year from date of commissioning as on date of bid opening in support of PQR clause at S. No. 1.0 above.		
3.	Bidders shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate / purchase order.		
4.	Notwithstanding anything stated above, CUSTOMER/BHEL reserves the rights to satisfy himself on the proneness of the equipment and capability and capacity of the manufacturers.		
5.	Notwithstanding anything stated above, CUSTOMER/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 the Employer.		
6.	Consideration of offers shall be subject to customer's approval of bidders, if applicable.		
7.	After satisfactory fulfilment of all the above criteria / requirement, offers shall be considered for further evaluation as per NIT and all the other terms of the tender.		
8.	The bidders shall meet PQR based on its own credentials. Bid from joint venture (JV) company / Consortium bid is not acceptable.		

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INTEGRITY PACT

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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.
 - 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.

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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.

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.

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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.
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.

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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.

Sumeet Sahay

Digitally signed by Sumeet Sahay
DN: cn=Sumeet Sahay, o=HARAT
Energy Services Ltd., email=HARAT.
sumeet@harcenergy.com, c=IN
Date: 2023.04.28 14:57:58 +05'30'

For & On behalf of the Principal
(Office Seal)

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

Place_____

Date_____

Witness

SHARAD
CHANDRA

(Name & Address)

Digitally signed by Sharad Chandra
DN: cn=Sharad Chandra, o=HARAT
Energy Services Ltd., email=HARAT.
sharad@harcenergy.com, c=IN
Date: 2023.04.28 14:57:58 +05'30'

Witness: _____

(Name & Address)_____

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Certification regarding land border

To be given on Letter head of Bidder

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, PPEI Building,

Plot No 25, Sector -16A

Noida (U.P.)-201301

Reference:

Order no-F6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance.

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

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Certification regarding local content

Company Letter head

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-.....

Name of Package:

Dear Sir,

We hereby certify that items of (package name) for.....(Project Name) offered by M/s(bidder's name) having its works/office at has local content of%.

Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017-revision, having ref. no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & 16.09.2020 and M/s qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Thanking You,

(AUTHORISED SIGNATORY)

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PVC ANNEXURE

PRICE ADJUSTMENT FOR SUPPLY AND MANDATORY SPARES

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of material in accordance with the provisions described below
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Ex-Works supply price of Plant and Equipment including commissioning spares, Mandatory spares.
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract (INR).
- (v) The indices for price adjustment shall be as elaborated hereunder.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above, shall be as stipulated hereinafter.
- (vii) **Ex-Works Price Component of Plant and Equipment including Mandatory Spares**

The amount of price adjustment towards variable portion payable/recoverable on each item shall be computed as under:

Indices to be used for each item shall be as per Economic advisor WPI data for finished goods published at www.eajindustry.nic.in for respective month.

Major list of Indices to be used for HVAC are specified in table A below

Wherever indices of items are not directly specified in WPI data, Indices for the same shall be suitably decided during execution of contract.

EC against each item shall be calculated as per following formula

$$EC = \frac{(P1 - P0) \times EC0}{P0}$$

Where

EC = Adjustment to Ex-Works supply Price Component expressed in the currency of The Contract (INR) payable/recoverable to the contractor for each shipment/despatch.

EC0 = Ex-Works supply Price for the plant and equipment in the currency of the Contract (INR), shipment/despatch wise.

P1 = Indices as on date of dispatch

P0 = Indices as on date of completion of delivery as per LOA.

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Note:

- 1) P.V.C shall be applicable only beyond original overall completion schedule as per LOA. P.V.C shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor then also the negative price variation shall be passed on to BHEL.
- 2) Though the calculation shall be done for each Billing Break up (BBU) item at the time of dispatch as per formula mentioned above, Total/Net price variation of package shall be calculated and settled at the end of all required supplies of the package and shall be limited to (+) 10% of Total Ex-Works Supply Price including Mandatory spares.

TABLE A

Chillers
Cooling Towers
Steel pipes, tubes & poles
Cold Rolled (CR) Coils & Sheets, including Narrow Strip
Steel Container
Air Conditioner
Manufacture of plastics products
Centrifugal Pumps
Manufacture of Fabricated Metal Products, Except Machinery and Equipment
Manufacture of other fabricated metal products
Manufacture of lifting and handling equipment
Manufacture of electronic components
Manufacture of measuring, testing, navigating and control equipment
Salt
Manufacture of Water purifier
Manufacture of Electric heaters
Manufacture of steam generators, except central heating hot water boilers
Manufacture of Fan
Hand tools
Processed rubber
Air Coolers
Manufacture of A.C motor
GC/GP sheets
Manufacture Of Electrical Equipment
Industrial Valves

SCC

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**SPECIAL CONDITIONS OF CONTRACT (REV 00) dated 28/04/21
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These Conditions shall be read in conjunction with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC and its corrigendum, if any.

1.0	Project Name	2x20 MW RAHUGHAT HYDRO ELECTRIC PROJECT - NEPAL
2.0	Ultimate Customer	Raghuganga Hydropower Limited (RGHPL)
3.0	Delivery Address (ship to)	a) Delivery shall be arranged by BHEL from Vendor works from India and Nepal. b) For Foreign Suppliers - Delivery address shall be intimated later For Invoicing purpose, Ship to address given below: Raghuganga Hydropower Limited Raghuganga Rural Municipality-3, Piple, Myagdi, Nepal Tel. No. 00977-69-521017, 00977-68-620096 Email: rgpnea@nea.org.np
4.0	Location of Plant	Rahughat Hydroelectric Project (RGHEP) is located between the Latitudes 28°22'21" to 28°25'45"N and the Longitudes 83°31'13" to 83°34'35"E in Myagdi District (Nepal), Western Development Region. The major components of the Project lie on the left bank of Rahughat Khola. Rahughat is one of the major tributaries of Kaligandaki River that flows from west to east to meet Kaligandaki River at Galeshwar. Nearest rail head: Raxaul border point,
5.0	Consignee Address (Bill To)	BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 STATE - UTTAR PRADESH
	Notes:	1. Consignee address (Bill To) in Invoice & LR should be strictly as per SI. No. 5. Place of supply along with name of state to be clearly indicated by vendor in invoice. 2. Delivery address (Ship To) in Invoice and LR shall be as per point no. 3 3. Invoice should clearly specify "Billing from" and "Shipping from" addresses.
6.0	Buyer and Paying Authority	1) Packages for which PO is placed by BHEL-PEM - Buyer and Paying Authority shall be <u>BHEL-PEM</u> . 2) Packages for which LOA is issued by BHEL-PEM & PO is placed by BHEL-PSNR - Buyer and Paying Authority shall be <u>BHEL-PSNR</u> .
7.0	Mode of Dispatch	By Road/Air
8.0	Inland freight in Nepal and India	By BHEL

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9.0	Payment terms	Shall be as per GCC Rev-07 <u>Payment linked to MRC</u> – In case MRC is not received within 120 days from the date of dispatch, then, receipted LR duly endorsed by BHEL-ROD/CHA/agency hired by BHEL for transportation and customs clearance shall be treated as MRC for vendor payment purpose.
10.0	Insurance details	By BHEL- Details shall be informed later
11.0	GST Registration No.	BHEL-PEM: 09AAACB4146P2ZC
12.0	Dispatch Documents required (to be furnished by Vendor for payment)	<p>Vendor to furnish the scanned copy of dispatch documents immediately on the date of dispatch for billing at BHEL end.</p> <p>For materials originating from Indian territory and Nepal territory, - Refer GCC Rev-07.</p> <p>Since transportation of material is done by BHEL from vendor works, dispatch payment shall be made against LR issued by BHEL transporter.</p> <p>For materials originating from Foreign Territory except Nepal</p> <p>(a). Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight.</p> <p>(b). One (1) original and Three (3) copies of signed Invoices</p> <p>(c). One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Three (3) copies of certificate of country of origin.</p> <p>(e). Copy of Customer/BHEL MDCC.</p> <p>(f). Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>(g). Three (3) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>(h). Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.</p> <p>(i) Shipping Specification – One (1) copy.</p> <p>(j). Quality Certificate – One (1) copy.</p> <p>(k). Approved Test Certificates, if any. - Three (3) copies.</p> <p>(l). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(m). Inspection Reports – One (1) Original + One (1) copy.</p> <p>(n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p>

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13.0	Taxes & Duties	<p>A) GOODS AND SERVICE TAX (GST) Transaction between a manufacturer and merchant exporter is in the nature of supply and is not exempted under the GST laws. Accordingly the Indian bidder should quote the relevant CGST/SGST/IGST in their bid. However, CGST/SGST/IGST will not be taken into consideration for the purpose of evaluation of the bid.</p> <p>B) Being export project, the Indian bidders are required to consider all the applicable export benefits, if any, as per the Foreign Trade Policy 2015-20 and Custom Act. BHEL PEM will provide all the necessary support in this regard. The bidder is required to indicate the support required and the break-up of CIF content at the enquiry stage.</p> <p>C) Custom duty shall be payable by BHEL/ Customer at the port of destination (Nepal) for the clearance of material supplied. However vendors to note that in case material gets rejected due to reasons attributable to the vendor, then the vendor shall bear the customs duty & other incidentals, if any, at the port of destination for further replenishment supplies to be made.</p> <p>D) After the completion of supply of the ordered quantity, for any further supplies arising due to reasons attributable to the vendor, Customs duty and other incidentals, if any, at Nepal port shall be paid by the vendor.</p> <p>E) For foreign vendors, if any extra charges are incurred by BHEL during custom clearance at Nepal port due to non-compliance/insufficiency by foreign vendor, the same shall be to vendor account.</p> <p>F) In case of order on foreign Vendor, the dispatches shall be on C&F basis and Taxes & Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.</p>
		<p>G) FOR GST applicable on exports</p> <p>a) Refer Notification No. 41/2017 - Integrated Tax (Rate) dtd. 23.10.2017 regarding IGST @0.1%</p> <p>b) Notification No. 40/2017 - Central Tax (Rate) dtd. 23.10.2017 regarding CGST @0.05%</p> <p>c) Notification no. 1663 dtd. 16.11.2017 regarding SGST @0.05%</p> <p>and any other related circular thereof issued from time to time by Govt. Of India.</p>
14.0	Guarantee Period	Guarantee period shall be as per GCC rev no.07 or as specified in NIT, whichever is later.

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15.0	Unloading, Storage and Movement of Material within Site	-By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment for the purpose of handling the consignment by BHEL site loading/unloading contractor). -By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
16.0	Inspection agency	Shall be informed later
17.0	Packing Instructions	As per technical specifications.
18.0	LD Calculation	<u>Indigenous and Nepalese vendor</u> LD to be worked out/levied on the basis of LR date issued by BHEL transporter. All other LD terms shall be as per Clause no.16.0 of GCC REV 07. <u>Foreign vendor</u> LD to be worked out/levied based on the date of Bill of Lading as delivery completion. All other LD terms shall be as per Clause no.16.0 of GCC REV 07.
19.0	Excise Attestation at Works	Sealing of containers – Procedure for sealing of containers shall be as per clause no B of circular no 26/2017-Customs dated 1st July, 2017 and other related circular thereof issued from time to time by Govt of India. For this purpose, PEM's supplier should send the packing lists to IO-Projects at least 2 weeks in advance to enable prepare Shipping Invoices for furnishing to the PEM's supplier for requisite attestations and sending to concerned agency through fastest means for a smoother and faster customs clearance under intimation to PEM, NOIDA.
20.0	Packing List and Routing of Packing Lists	Suggestive format for packing list and marks and numbers on packing case (Name Plate) shall be informed later and to be followed by the supplier/ bidder. Packing list is an extremely important document, which forms a part of Export Documentations in connection with the processing of customs formalities. Packing List has to be generated by units/Unit vendors and sent to IO at Lodhi Complex, New Delhi, and concerned agency (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances.
21.0	Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)	As per GCC/ Technical specification/ Kickoff meeting.

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22.0	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, BOM status, manufacturing, engineering progress including status of major drawings/docs, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format (if any) issued by Purchaser after placement of PO shall be obligatory to vendor.
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	<i>Prepared by</i>	<i>Checked By</i>	<i>Reviewed by</i>	<i>Vetted By</i>	<i>Approved by</i>
Signature					
Name	Tarun Arya	Ashish Kumar Gupta	Haseen Ahmed		B L Bedi
Designation	Dy. Manager/PG-1	Manager/PG-1	Sr. Manager/PG-1	Finance	AGM & DH/PG-1&2