

Additional Requirements with the consortium partner

1. As per original customer tender document Liquidated Damage (LD) will be applicable for delay supply/ for failure to achieve the Performance Guarantees subject to maximum 10% of the total contract value of the consortium.

If customer recovers any Liquidated Damage (LD) from the lead bidder (BHEL), the same percentage of Liquidated Damage (LD) will be applicable to the consortium partner also **for the reasons attributable to the Consortium partner**.

2. Penalty towards guaranteed power consumption and guaranteed chemical consumption shall be at actuals over and above the Liquidated Damages. Rate will be as per KPCL Tender/Amendments.
3. Bid bond, if any required to be furnished by the 'Consortium' pursuant to the KPCL Tender shall be furnished by the Leader bidder (BHEL) provided however the costs of the Bid bond and all the costs incurred in attempting to obtain the Contract, including costs incurred during negotiations and till the signing of the Contract shall be borne by each Party of the consortium in the manner and proportionate to the contract value of each party.
4. Earnest Money Deposit (EMD) of Rs. 2.5 lakhs shall be furnished by bidder along with the bid.
5. (name of Consortium partner) shall submit additional Security Deposit equivalent to 1% (One percent) of the total contract value directly to KPCL in addition to the Security Deposit to be submitted by the lead bidder for the total contract value.
6. (name of Consortium partner) shall furnish Bank guarantee (B.G.) from a Nationalized/Scheduled bank towards contract performance, equivalent to 10% (Ten percent) of the its Contract value for due and faithful performance of the contract, valid for the entire period of the contract till the end of guarantee period with a further claim period of 3 months from the last date of Guarantee period and any extensions thereof, at the time of entering into contract agreement. The B.G. furnished shall be through a Nationalized/Scheduled Bank on Rs.200/- stamp paper as per BHEL format (Annexure -1).

The performance guarantee will be returned to the contractor on successful performance of the contract after the expiry of guarantee period/contract closing.

7. The bidder/Consortium partner Guarantees shall survive for the term of the Guarantee Period which is twelve (12) months from date of Take-over of Plant/equipment. Any Work having defects which is guaranteed and corrected by bidder/Consortium partner shall be further guaranteed by bidder/Consortium partner for a period ending twelve (12) months after the date such correction is effected and accepted by KPCL / KPCL's Representative, and to the extent such period extends beyond the Guarantee Period, the Guarantee period (and the corresponding rights and obligation of the parties under clause no. 12.0 of VOLUME-I PART-I- General

Conditions of Contract) shall be extended for with respect to such corrected portion of the Work.

8. Payment schedule: The terms of payment shall be as follows:

a) Supplies:

- i) 65% of contract price for supply (including GST & Duties/levies/cesses) on pro-rata basis progressively against joint inspection report at site by KPCL or its authorized representatives or the Consultant or KPCL's Third Party Inspection Agency, BHEL and (name of consortium partner).
- ii) 25% of contract price (including GST & Duties/levies/cesses) for supply will be released after completion of the milestone activities (Schedule of Milestones attached in Annexure-2)
- iii) 10% of contract price (including GST & Duties/levies/cesses) for supply on completion of PG test of the plant and supply of all essential spares as listed elsewhere.

However, Release of payment by BHEL is subject to receipt of payment from customer.

b) Erection:

- i) 65% of contract price for Erection (including GST & Duties/levies/cesses) on pro-rata basis progressively against joint inspection report at site by KPCL or its authorized representatives or the Consultant or KPCL's Third Party Inspection Agency, BHEL and (name of consortium partner).
- ii) 25% of contract price for Erection (including GST & Duties/levies/cesses) will be released after completion of Erection of the milestone activities. (Schedule of Milestones attached in Annexure-2)
- iii) 10% of contract price for Erection (including GST & Duties/levies/cesses) on completion of PG test of the plant.

However, Release of payment by BHEL is subject to receipt of payment from customer

c) Freight:

- i) 65% of contract price for Freight portion (including GST & Duties/levies/cesses) on pro-rata basis progressively against joint inspection report at site by KPCL or its authorized representatives or the Consultant or KPCL's Third Party Inspection Agency, BHEL and (name of consortium partner).
- ii) 25% of contract price (including GST & Duties/levies/cesses) for Freight will be released after completion of supply of the milestone activities. (Schedule of Milestones attached in Annexure-2)
- iii) 10% of contract price for Freight portion (including GST & Duties/levies/cesses) on completion of PG test of the plant.

However, Release of payment by BHEL is subject to receipt of payment from customer

d) Payment for Start-up & commissioning spares:

No separate payment will be made for Start-up & commissioning spares.

e) Payment for O&M:

O&M payments will be back to back basis as per KPCL tender/ amendment (KPCL yet to provide the payment terms for (O&M).

However, Release of payment by BHEL is subject to receipt of payment from customer

9. The purchaser **Lead Bidder** at his option will be entitled to terminate the contract and to purchase **place a new contract** elsewhere at the risk and cost of the seller **Consortium partner** either the whole of the goods **contracts** or any part which the seller **Consortium partner** has failed to deliver or dispatch within the time stipulated **failed to rectify/ repair its equipment/ failed to achieve the guaranteed performance** as aforesaid or if the same were not available the best and the nearest available substitute thereof. The seller **Consortium partner** shall be liable for all losses and extra expenditure which the purchaser **Lead Bidder** may sustain by reason of such risk purchases in addition to penalty at the rates of LD clause agreed.
10. Any permits, license, authorization or statutory obligations etc. required for the scope of (name of consortium partner), the same will be arranged by (name of consortium partner).
11. **Project Schedules:** Bidder to furnish detailed project schedule as per the format in Annexure - 3. The consortium partner shall be responsible to provide all the necessary civil inputs for its supply scope as per schedule agreed to BHEL in order to enable BHEL complete Civil works as per schedule & avoid any delay in project execution. In case of any delay in civil inputs results in in delay in completion of project, the LD levied by KPCL will have to be shared by BHEL & consortium partner in proportion to their contract value.
12. All other terms and condition not specified above will be applicable to the consortium partner on back to back basis as per the original customer contract conditions.

Annexure-1

BHEL standard Bank Guarantee Format to be attached by Purchase

KPCL Yelahanka ZLD tender

Schedule of Milestones

Milestone activities are as listed herein below:

SL.No.	Milestone activities
1	Completion of Effluent transfer pump system [from CMB to flash mixer & RO permeate tank (By-pass line)]
2	Completion of HRSCC system.
3	Completion of UF System (from PSF to UF water collection tank).
4	Completion of RO System (from RO feed pumps to RO permeate Storage tank and RO reject collection Tank).
5	Completion of ZLD Auxiliary systems (like De-aerator, Condenser, Distillate tank, Plate heat exchangers, Drawal of steam from the main Power plant etc.)
6	Completion of Evaporator cum Crystallizer System (like RO reject transfer pumps, Mechanical Vapour Compressor, Crystallizer, Re-circulation pump and Pusher type salt centrifuge etc.)
7	Completion of Extension of services from main power Plant (like Power supply, Fire hydrant system & Fire detection & alarm system, Instrument air, Potable water from the main plant network, Integration of the ZLD plant with the Main Power plant etc.)
8	Completion of other Auxiliary Systems. (like Air Conditioning, Ventilation, Material handling system, Illumination, Inter connecting Roads and other auxiliary systems required for the successful implementation of ZLD plant etc.)
9	Completion of HRSCC sludge handling system (like Sludge Sump and Sludge handling system, Centrifuge etc.)
10	Successful Completion of Performance guarantee test (for entire Zero Liquid Discharge Plant.)
Note:	Broad billing break-up and Detailed billing break-up (BBU) for Supply, Erection and commissioning works under the various heads indicated against Sl. No. 5 to 7 shall be furnished for KPCL's approval before raising the invoice for payment.

KPCL Yelahanka ZLD tender Project Schedule

Bidders Name & Address

To,
Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Ranipet, Tamilnadu - 632406

Dear Sirs,

We declare that following program of furnishing, supplying, erecting, testing & commissioning under the package shall be followed by us.

SI No	Description of Activity / Major Milestones	Duration in months for LOA	
		Start	Finish
1	Engineering		
1a	Basic engg		
1b	Detailed engg. Completion		
1c	Civil inputs		
2	Completion of all- Bols ordering		
3	Manufacturing & supply		
3a	Manufacturing		
3b	Dispatch (ex works)		
3c	Receipt at site		
4	Initial site mobilization		
5	Erection & commissioning activities		
5a	Equipment erection & Instrumentation work		
5b	Commissioning		
5c	PG test		
6	Completion of Facilities		

Date :

(Designation).....

Place :

(Printed Name).....