

## **ANNEXURE-A**

### **BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS**

#### **1. PRE QUALIFICATION CRITERIA**

<b>JOB</b>	Supply of six (06) nos. Bio-Digestor Tanks (FRP) with Soak Pit as per DRDO norms for 2x800 MW Thermal Power Project Site, Lara, Raigarh, Chhattisgarh.
------------	--

<b>SL. NO</b>	<b>CRITERIA</b>
<b>1.0</b>	<b>FINANCIAL CRITERIA</b>
	<p>A. BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF <b>RS. 7.5</b> LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2021-22, 2022-23 AND 2023-2024 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>B. IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>C. IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
<b>2.0</b>	<b>TECHNICAL CRITERIA</b>
	<p>Supply of two (02) no. Bio-Digestor Tank as per DRDO norms to Govt. /PSU/Reputed Organisations within 3 years as on last date of Bid submission.</p> <p>Bidder shall have to submit relevant documents in support of the same.</p>

#### **GENERAL**

1	CONSORTIUM/JV BIDDING IS NOT ALLOWED.
2	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
3	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
4	BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
5	THE SUPPLIED QUANTITY MAY BE CONSIDERED AGAINST SINGLE/MULTIPLE PO TO MEET THE ABOVE PQ REQUIREMENT.

## 1.0 PROJECT INFORMATION

SL. NO.	DESCRIPTION	DETAILS
1	PROJECT TITLE	2X800MW LARA SUPER THERMAL POWER STATION, STAGE-II
2	CUSTOMER	NATIONAL THERMAL POWER CORPORATION LIMITED (NTPC LIMITED)
3	LOCATION	THE PROJECT IS LOCATED IN RAIGARH DISTRICT OF CHHATTISGARH STATE. THE PROJECT IS LOCATED SOUTH-EAST OF RAIGARH TOWN NEAR VILLAGE LARA, BOUNDED BY VILLAGES LARA, CHHAPORA & LOHAKHAN AND ON THE WESTERN SIDE OF ODISHA STATE BOUNDARY.
4	NEAREST RAILWAY STATION	THE PROJECT SITE IS APPROACHABLE FROM NH-200 (RAIGARH-SARANGARH) VIA KONDATARAI THROUGH STATE PWD ROAD.
5	NEAREST AIRPORT	THE NEAREST COMMERCIAL AIRPORT, JARSUGUDA IS ABOUT 90 KMS FROM THE PROJECT SITE.
6	ACCESS BY ROAD/MAJOR CITIES	THE PROJECT SITE IS APPROACHABLE FROM NH-200 (RAIGARH-SARANGARH) VIA KONDATARAI THROUGH STATE PWD ROAD.
7	TEMPERATURE	MEAN OF DAILY MINIMUM TEMPERATURE = 13.2°C MEAN OF DAILY MAXIMUM TEMPERATURE = 41.8°C
8	SEISMIC ZONE	THE PROJECT SITE LIES IN ZONE III AS DEFINED IN IS: 1893.
9	WIND SPEED	DESIGN WIND SPEED IS 39 M/SEC AS PER IS: 875 PART III
10	ADDRESS	CONSTRUCTION MANAGER, BHEL SITE OFFICE 2X800 MW NTPC LARA SUPER THERMAL POWER STATION PO-PUSSORE, VILLAGE-CHHAPORA DIST – RAIGARH, CHHATTISGARH-496440

THE BIDDER IS ADVISED TO VISIT AND EXAMINE THE SITE OF WORKS AND ITS SURROUNDINGS AND OBTAIN FOR HIMSELF ON HIS OWN RESPONSIBILITY ALL INFORMATION THAT MAY BE NECESSARY FOR PREPARING THE BID AND ENTERING INTO THE CONTRACT. ALL COSTS FOR AND ASSOCIATED WITH SITE VISITS SHALL BE BORNE BY THE BIDDER.

## 2.0 SCOPE OF WORK:

THIS SPECIFICATION COVERS DESIGN, ENGINEERING, MANUFACTURING, TESTING, INSPECTION BEFORE DISPATCH, PACKING, TRANSPORTATION, DELIVERY TO SITE/ STORES FOR 06 NOS. ANAEROBIC BIO DIGESTER TANK MADE OF FRP HAVING FOUR COMPARTMENTS AND CAPACITY 10 KLD INCLUDING FRP SOAK PIT OF CAPACITY 2 KLD WITH INBUILT STANDARD MANHOLE WITH COVER PROVISION FOR INLET, OUTLET & VENT (SOAK ETS) WITHIN THE TANK. SUPPLY OF NECESSARY FRP STRAPS, EYE BOLT, WIRE ROPE, TURN BUCKLE FOR ANCHORING THE TANK INCLUDING SUPPLY OF BIO-CULTURE (MINIMUM 56KL/TANK). THIS SCOPE ALSO INCLUDES SUPPLY OF CONNECTING ARRANGEMENT BETWEEN BIODIGESTOR AND SOAK PIT ALONGWITH SMPLING PORT.

## **2.1 BILL OF QUANTITY**

SL NO	DESCRIPTION	QTY	UOM
1	SUPPLY INCLUDING ENGINEERING AND MANUFACTURING OF 10 KLD ANAEROBIC FRP BIO DIGESTER TANK AND FRP SOAK PIT OF CAPACITY 2 KLD WITH REQUIRED ACCESSORIES FOR INSTALLATION, INTER CONNECTION BETWEEN BIO DIGESTER AND SOAK PIT WITH SAMPLING PORT AS PER DRDO NORMS INCLUDING SUPPLY OF MINIMUM 56 KL BIO CULTURE FOR EACH TANK.	6	NOS.

## **2.2 ROUTINE TESTS & ACCEPTANCE TESTS:**

ROUTINE TESTS AS PER RELEVANT IS STANDARDS AND DRDO GUIDE LINE TO BE CONDUCTED AT MANUFACTURING LOCATION AND TEST CERTIFICATES SHALL BE FURNISHED BEFORE DISPATCH OF MATERIAL.

## **2.3 DRAWINGS AND OTHER DOCUMENTS:**

THE FOLLOWING DRAWING SHALL BE SUBMITTED FOR APPROVAL:

- a) DATASHEET
- b) GENERAL ARRANGEMENT DRAWING
- c) MANUFACTURING QUALITY PLAN
- d) OPERATION AND MAINTENANCE MANUALS TO BE PROVIDED WITH THE SUPPLY OF THE MATERIAL.

## **2.4 PACKING**

THE MATERIAL SHALL BE PACKED AS PER MANUFACTURER'S STANDARD. ANY MAJOR DAMAGE FOUND DURING RECEIPT / PHYSICAL INSPECTION OF EQUIPMENT SHALL BE ATTENDED BY SUPPLIER.

## **2.5 TRANSIT INSURANCE**

TRANSIT INSURANCE SHALL BE IN BHEL'S SCOPE. SUCCESSFUL BIDDER SHALL TIMELY INTIMATE DISPATCHES/DISCREPANCY DURING CONTRACT OPERATION, TO THE UNDERWRITER. THE NAME OF THE UNDERWRITER AND POLICY NUMBER ARE AS UNDER:

NAME OF THE UNDERWRITER: THE ORIENTAL INSURANCE COMPANY LIMITED.

INSURANCE POLICY NO: 510000/21/2025/52 DATED 25.06.2024

E MAIL ID: SUKHWINDER.SINGH@ORIENTALINSURANCE.CO.IN,

CMKOTNALA@ORIENTALINSURANCE.CO.IN

SUNMEETSACHDEVA@ORIENTALINSURANCE.CO.IN

CONTRACTOR SHALL REPORT TO BHEL IN WRITING ANY DAMAGES TO MATERIAL DURING TRANSIT AND ON RECEIPT. THE ABOVE REPORT SHALL BE AS PRESCRIBED BY BHEL SITE MANAGEMENT. ANY CONSEQUENTIAL LOSS ARISING OUT OF NON-COMPLIANCE OF THIS STIPULATION WILL BE BORNE BY CONTRACTOR.

FOR LODGING/ PROCESSING OF INSURANCE CLAIM THE CONTRACTOR WILL SUBMIT NECESSARY DOCUMENTS. IN CASE OF THEFT OF MATERIAL UNDER CONTRACTOR'S CUSTODY, THE SAME SHALL BE REPORTED TO POLICE BY THE CONTRACTOR IMMEDIATELY AND COPY OF FIR AND SUBSEQUENTLY POLICE INVESTIGATION REPORT SHALL BE SUBMITTED TO BHEL/ CUSTOMER FOR TAKING UP WITH INSURANCE. HOWEVER, THIS WILL NOT RELIEVE THE CONTRACTOR OF HIS CONTRACTUAL OBLIGATION FOR THE MATERIALS IN HIS CUSTODY.

IN CASE THE DAMAGE/LOSS/THEFT OF MATERIALS ARE ATTRIBUTABLE TO NEGLIGENCE/FAILURE IN DISCHARGING THE DUTIES AND OBLIGATIONS OF THE CONTRACTOR, THE EXPENSES INCURRED FOR REPAIR/REPLACEMENT OF SUCH MATERIALS IN EXCESS OF THE AMOUNT REALIZED FROM THE UNDERWRITERS, LIMITED TO NORMAL EXCESS (DEDUCTIBLE FRANCHISE) SHALL BE RECOVERED FROM THE CONTRACTOR.

**DEDUCTIBLES:** FOR MARINE: 0.25% OF CONSIGNMENT VALUE SUBJECT TO MINIMUM OF RS. 20,000/- FOR EACH

AND EVERY CLAIM.

### **3.1 TIME SCHEDULE**

THE BIDDER HAS TO SUBMIT DRAWINGS, DOCUMENTS AND READINESS OF EQUIPMENT FOR APPROVAL AS GIVEN BELOW:

<b>S. NO.</b>	<b>DESCRIPTION OF ACTIVITY</b>	<b>COMPLETION BY</b>
01	SUBMISSION OF DRAWINGS / DOCUMENTS	WITHIN ONE WEEK FROM THE DATE OF PURCHASE ORDER
02	READINESS OF MATERIAL	WITHIN FOUR WEEKS FROM THE DATE OF DRAWING/DOCUMENTS APPROVAL
03	DISPATCH CLEARANCES	AFTER SATISFACTORY INSPECTION/ REVIEW OF TEST CERTIFICATE
04	RECEIPT OF CONSIGNMENT	WITHIN TWO WEEKS FROM DISPATCH CLEARANCE

TOTAL PERIOD FOR SUPPLY AT SITE SHALL BE WITHIN EIGHT (08) WEEKS FROM THE DATE OF PURCHASE ORDER. E-WAY BILL / ROAD PERMIT (IF APPLICABLE) TO BE ARRANGED BY SUPPLIER.

### **3.2 LIQUIDATED DAMAGES (LD):**

IF THE VENDOR FAILS TO DELIVER ANY OR ALL OF THE GOODS/SERVICES WITHIN THE ORIGINAL/RE-FIXED DELIVERY PERIOD(S) SPECIFIED IN THE CONTRACT, THE BUYER WILL BE ENTITLED TO DEDUCT/RECOVER THE LIQUIDATED DAMAGES FOR THE DELAY, UNLESS COVERED UNDER FORCE MAJEURE CONDITIONS AFORESAID, @ 0.5% OF THE CONTRACT VALUE OF DELAYED QUANTITY PER WEEK OR PART OF THE WEEK OF DELAYED PERIOD AS PRE-ESTIMATED DAMAGES NOT EXCEEDING 10% OF THE CONTRACT VALUE OF DELAYED QUANTITY WITHOUT ANY CONTROVERSY/DISPUTE OF ANY SORT WHATSOEVER.

### **3.3 GUARANTEE / WARRANTY PERIOD**

12 MONTHS FROM THE RECEIPT OF LAST CONSIGNMENT AT SITE.

#### **4.0 TERMS OF PAYMENT**

100% OF SUPPLY VALUE, ON PRO-RATA BASIS, SHALL BE RELEASED WITHIN 90 DAYS (45 DAYS FOR MSE, 60 DAYS FOR MEDIUM ENTERPRISES) AGAINST RECEIPT AND ACCEPTANCE OF MATERIAL AT SITE AND SUBMISSION OF FOLLOWING DOCUMENTS:

- a) GST COMPLAINT INVOICE (1 ORIGINAL + 2 COPIES).
- b) COPY OF LR
- c) GUARANTEE / WARRANTY CERTIFICATE.
- d) STORE RECEIPT VOUCHER ISSUED BY BHEL SITE.

NO ADVANCE SHALL BE PAID.

#### **5.0 TECHNICAL SPECIFICATION**

ANAEROBIC BIO DIGESTER TANK MADE OF FRP HAVING FOUR COMPARTMENTS AND CAPACITY 10 KLD INCLUDING FRP SOAK PIT OF CAPACITY 2 KLD WITH INBUILT STANDARD MANHOLE WITH COVER PROVISION FOR INLET, OUTLET & VENT (SOAK ETS) WITHIN THE TANK WITH REQUIRED ACCESSORIES LIKE FRP STRAPS, EYE BOLT, WIRE ROPE, TURN BUCKLE FOR ANCHORING THE TANK INCLUDING BIO-CULTURE (MINIMUM 56KL/TANK) AS PER DRDO STANDARDS. NECESSARY SUPPORTING DOCUMENTS TO BE PRODUCED BEFORE DISPATCH OF THE MATERIAL.

BIO-DIGESTOR SHALL BE MADE FOR ANAEROBIC BACTERIAL DECOMPOSITION OF HUMAN WASTE. AFTER DECOMPOSITION AND TREATMENT OF THE HUMAN WASTE, THE RESIDUAL WATER FROM BIO-DIGESTOR SHALL BE COLOURLESS, ODOURLESS, DEVOID OF ANY SOLID PARTICLES AND SHALL HAVE PATHOGEN INACTIVATION BY 99%. THE WATER THUS OBTAINED SHALL REQUIRE NO FURTHER TREATMENT IN WASTE MANAGEMENT AND SHALL BE USED FOR IRRIGATION PURPOSES.

THIS FOUR-COMPARTMENT BIO-DIGESTOR TANK SHALL BE INSTALLED UNDERGROUND AND SHALL BE MADE OF FRP WITH REQUIRED STRENGTH AS STIPULATED BY DRDO NORMS. THICKNESS OF FRP BIDIGESTOR WALL SHALL BE MINIMUM 10 MM.

CONNECTING ARRANGEMENT BETWEEN BIODIGESTOR AND SOAK PIT WITH SAMPLE COLLECTION PROVISION (TAP/ALTERNATE ARRANGEMENT). IT IS TO BE MADE BEFORE REACHING OF TREATED EFFLUENT TO SOAK PIT. THIS IS TO ASCERTAIN THE QUALITY OF EFFLUENT AT ALL PERIODS OF TIME AND THIS WOULD ALSO HELP IN THE SEEDING REQUIREMENT OF BACTERIA.

#### **6.0. INSPECTION/DISPATCH CLEARANCE:**

- 6.1 SUCCESSFUL VENDOR HAS TO SUBMIT QUALITY ASSURANCE PLAN (QAP) TO BHEL FOR APPROVAL.
- 6.2 MANUFACTURER TO OBTAIN DISPATCH CLEARANCE FROM BHEL BEFORE DISPATCH OF MATERIAL TO SITE. AGENCY TO SUBIT ALL REQUIRED DOCUMENTS BEFORE DISPATCH OF MATERIAL TO OBTAIN DISPATCH CLEARANCE FROM BHEL.

**7.0 EVALUATION CRITERIA:** ALL INCLUSIVE TOTAL F.O.R DESTINATION PRICE INCLUDING GST" (TOTAL BASIC PRICE FOR SUPPLY + FREIGHT+ SUPERVISION CHARGES) INCLUDING GST.

#### **8.0 TAXES AND DUTIES:**

**8.1** BIDDER'S QUOTED/ ACCEPTED RATES/ PRICE SHALL BE INCLUSIVE OF ALL TAXES INCLUDING GST, CHARGES, ROYALTIES, ANY STATE OR CENTRAL LEVY AND OTHER TAXES FOR MATERIALS IF ANY OBTAINED FOR THE WORK AND FOR EXECUTION OF THE CONTRACT.

ANY INCREASE OF ABOVE AT ANY STAGE DURING EXECUTION OF CONTRACT, INCLUDING EXTENSION OF THE CONTRACT, SHALL HAVE TO BE BORNE BY SUCCESSFUL BIDDER CONTRACTOR. HOWEVER, ANY INCREASE OF GST SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION AS PER NIT & TCN, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD

(INCLUDING EXTENSION, IF THE SAME IS NOT ATTRIBUTABLE TO YOU), SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENT TO THE SATISFACTION OF BHEL.

BENEFIT OF ANY DECREASE OF TAXES INCLUDING GST, CHARGES, ROYALTIES, ANY STATE OR CENTRAL LEVY AND OTHER TAXES FOR MATERIALS IF ANY OBTAINED FOR THE WORK AND FOR EXECUTION OF THE CONTRACT; SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION AS PER NIT & TCN, BY STATUTORY AUTHORITY SHALL BE PASSED ON TO BHEL.

**8.2** SUCCESSFUL BIDDER SHALL FURNISH PROOF OF GST REGISTRATION WITH GSTN PORTAL COVERING THE SERVICES UNDER THIS CONTRACT.

REGISTRATION SHOULD ALSO BEAR ENDORSEMENT FOR THE PREMISES FROM WHERE THE BILLING SHALL BE DONE BY SUCCESSFUL BIDDER ON BHEL FOR THIS PROJECT / WORK.

**8.3** SINCE GST ON OUTPUT WILL BE PAID BY BHEL AS ENUMERATED ABOVE, BIDDER'S QUOTED RATES / PRICE SHOULD BE AFTER CONSIDERING THE INPUT CREDIT UNDER GST LAW AT BIDDER'S END.

**8.4** TDS UNDER INCOME TAX ACT SHALL BE DEDUCTED AS PER PREVAILING IT RULES FROM THE BILLS.

**8.5** TDS UNDER GST SHALL BE DEDUCTED AS PER PREVAILING GST RULES FROM THE BILLS.

**8.6.1** YOU MAY COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961 IF APPLICABLE.

**8.6.2** IN CASE, YOU COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, FOLLOWING COMPLIANCE IS REQUIRED.

**8.6.2.1** TAN AND PAN OF VENDOR SHOULD APPEAR IN ALL INVOICES/CLAIMS. COPY OF TAN /TCS REGISTRATION IS TO BE SUBMITTED.

**8.6.2.2** AMOUNT OF TCS AND ASSESSABLE VALUE ON WHICH TCS HAS BEEN CALCULATED SHOULD BE SPECIFIED CLEARLY IN THE INVOICE.

**8.6.2.3** YOU SHALL BE REQUIRED TO SUBMIT CERTIFICATE OF TCS IN FORM NO. 27D WITHIN 15 DAYS FROM THE DUE DATE FOR FURNISHING THE STATEMENT OF TAX COLLECTED AT THE SOURCE.

**8.6.3** IN CASE, YOU DO NOT COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, FOLLOWING DECLARATION IS TO BE SUBMITTED ALONG WITH EACH INVOICE: -

"I/WE HEREBY DECLARE THAT I/WE ARE NOT REQUIRED TO COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, ON THIS BILL.

**8.6.4** IN EVENT OF FAILURE TO COMPLY WITH THE PROVISIONS OF THE ACT, OR PROPER CERTIFICATE NOT ISSUED, OR IF TAX COLLECTED BUT NOT REMITTED TO THE GOVERNMENT, OR FOR ANY OTHER REASON AND THEREBY CAUSING LOSS TO BHEL, THE SAME SHALL BE RECOVERABLE FROM THE VENDOR WITH APPLICABLE INTEREST.

**8.6.5** YOU SHALL COMPLY WITH ALL STATUTORY AMENDMENT/NOTIFICATIONS IN THIS RESPECT.

**8.7** BIDDER SHALL NOTE THAT GST TAX INVOICE COMPLYING WITH GST INVOICE RULES (SECTION 31 OF GST ACT & RULES REFERRED THEREUNDER) WHEREIN THE 'BILL TO' DETAILS SHALL ENCOMPASS FOLLOWING.

BHEL GSTN – 22AAACB4146P1ZP.

NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – REF CONSIGNEE ADDRESS.

SPECIFIC DETAILS OF BHEL GSTN, NAME AND ADDRESS AS STATED ABOVE, HAVE BEEN SPECIFIED ELSEWHERE IN THE TENDER

**8.8** SUCCESSFUL BIDDER TO INTIMATE IMMEDIATELY ON THE DAY OF REMOVAL OF GOODS (IN CASE OF ANY SUPPLY OF GOODS) TO BHEL ALONG WITH ALL RELEVANT DETAILS AND SEND A SCANNED COPY OF TAX INVOICE TO BHEL THROUGH FOLLOWING COMMUNICATION MODE FOR ENABLING BHEL TO MEET ITS GST RELATED COMPLIANCES. PORTAL ADDRESS AND EMAIL ADDRESS – SHALL BE INTIMATED LATER.

SPECIFIC DETAILS OF ABOVE SHALL BE INTIMATED TO SUCCESSFUL BIDDER BY BHEL AT APPROPRIATE JUNCTURE.

**8.9** IN CASE OF DELAY IN SUBMISSION OF ABOVE-MENTIONED DOCUMENTS ON THE DATE OF DISPATCH, BHEL MAY INCUR PENALTY/ INTEREST FOR NOT ADHERING TO INVOICING RULES UNDER GST LAW. THE SAME WILL BE LIABLE TO BE RECOVERED FROM SUCCESSFUL BIDDER, IN CASE SUCH DELAY IS NOT ATTRIBUTABLE TO BHEL.

**8.10** IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT / CREDIT NOTE), SUCCESSFUL BIDDER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER.

**8.11** SUCCESSFUL BIDDER SHALL COMPLY WITH THE TIME LIMIT PRESCRIBED UNDER THE GST LAW AND RULES THEREOF FOR RAISING OF THE TAX INVOICE. IF ANY SUPPLY OF GOODS IS APPLICABLE, SUCCESSFUL BIDDER SHALL ALSO ENSURE PROMPT DELIVERY OF GOODS AFTER DISPATCH.

**8.12** BIDDER SHALL NOTE THAT IN CASE GST CREDIT IS DELAYED / DENIED TO BHEL DUE TO DELAYED / NON-RECEIPT OF GOODS AND / OR TAX INVOICE OR EXPIRY OF THE TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC, OR ANY OTHER REASONS, NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM SUCCESSFUL BIDDER ALONG WITH INTEREST LEVIED/ LEVIABLE ON BHEL, AS THE CASE MAY BE.

**8.13** SUCCESSFUL BIDDER SHALL UPLOAD THE INVOICES RAISED ON BHEL IN IFF/GSTR-1 WITHIN THE PRESCRIBED TIME AS GIVEN IN THE GST ACT, AND THE SAME SHOULD BE AVAILABLE TO BHEL IN FORM GSTR-2B ELECTRONICALLY THROUGH THE COMMON PORTAL; AND CONFIRMATION OF PAYMENT OF SUCH GST TO THE GOVERNMENT THROUGH FILING OF GSTR-3B OF CORRESPONDING MONTH/QUARTER.

BIDDER SHALL NOTE THAT IN CASE OF DELAY IN DECLARING SUCH INVOICE IN YOUR RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL AS PER GST LAW SHALL BE RECOVERABLE FROM THE SUCCESSFUL BIDDER ALONG WITH INTEREST LEVIED / LEVIABLE ON BHEL.

**8.14** SUCCESSFUL BIDDER TO ARRANGE FOR E-WAYBILL FOR ANY MOVEMENT OF GOODS FOR THE EXECUTION OF THE CONTRACT. SUCCESSFUL BIDDER HAS TO MAKE THEIR OWN ARRANGEMENT AT THEIR COST FOR COMPLETING THE FORMALITIES, IF REQUIRED, WITH ISSUING AUTHORITIES, FOR BRINGING MATERIALS, PLANTS & MACHINERY AT SITE FOR EXECUTION OF THE WORKS UNDER THIS CONTRACT, ROAD PERMIT / WAY BILL, IF REQUIRED, SHALL BE ARRANGED BY SUCCESSFUL BIDDER AND BHEL WILL NOT SUPPLY ANY ROAD PERMIT/ WAY BILL FOR THIS PURPOSE.

**8.15** ANY NEW TAXES & DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION AS PER NIT & TCN, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING

EXTENSION, IF THE SAME IS NOT ATTRIBUTABLE TO YOU), SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENT TO THE SATISFACTION OF BHEL. HOWEVER, YOU SHALL OBTAIN PRIOR APPROVAL FROM BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.

**8.16 BENEFITS AND / OR ABOLITION OF ALL EXISTING TAXES MUST BE PASSED ON TO BHEL AGAINST NEW TAXES, IF ANY, PROPOSED TO BE INTRODUCED AT A LATER DATE.**

**9. PVC:**

NOT APPLICABLE.

**10. SECURITY DEPOSIT- CUM- PERFORMANCE SECURITY:**

THE SUCCESSFUL BIDDER SHALL SUBMIT SECURITY DEPOSIT-CUM-PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE FROM SCHEDULE BANK (LIST ATTACHED), OR IN OTHER FORM AS MENTIONED IN GEM GTC FOR AN AMOUNT OF 5% OF THE ORDER VALUE IN THE PRESCRIBED FORMAT OF BHEL FOR THE SATISFACTORY EXECUTION OF THE CONTRACT, WITHIN 15 DAYS FROM THE DATE OF LOI/ ORDER.

**RELEASE OF SD & PBG:** SECURITY DEPOSIT SHALL BE RELEASED AFTER COMPLETION OF GUARANTEE/WARRANTY PERIOD.

**11. CONSIGNEE DETAILS:**

CONSTRUCTION MANAGER,  
BHEL SITE OFFICE,  
2X800MW LARA SUPER THERMAL POWER STATION, STAGE-II,  
PO-PUSSORE, VILLAGE-CHHAPORA,  
DIST. – RAIGARH, CHHATTISGARH-496440

All participating bidders shall be asked to confirm the % of GST considered in their quoted price during commercial clarification stage of the tender

**12. Breach of Contract, Remedies and Termination:**

In case of Breach of Contract, BHEL shall recover 10 % of the contract value from the vendor using following instruments:

- a. encashment of security instruments like EMD, performance security available with BHEL against the said contract.
- b. Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
- c. Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc with other units of BHEL.
- d. If Recovery is not possible then Legal Remedies shall be pursued.

**13. Format of BG :-**

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT) In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ 1 through its Unit at.....(name of the Unit) having agreed to exempt ( Name of the Vendor / Contractor / Vendors) with its registered office at \_\_\_\_\_



2 (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_ 3 valued at Rs. .... 4 ( Rupees -----) 4 (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ 5 (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), , at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_ 6 and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee 13 | P a g e is made on us in writing on or before the \_\_\_\_\_ 7, we shall be discharged from all the liability under this guarantee thereafter. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s). We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove: a) The liability of the Bank under this Guarantee shall not exceed ..... 5 b) This Guarantee shall be valid up to ..... 6 c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ 7 all rights under this guarantee shall be forfeited and

the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank. We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank. ....Date \_\_\_\_\_ Day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ (Signature of Authorised signatory)

14 | Page

1 ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

2 ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

Note: 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor. 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee. 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt. 4. In Case of Bank Guarantees submitted by Foreign Vendors

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located. b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements. b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed. b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

#### **14. ORDER OF PRECEDENCE:**

IN CASE OF CONTRADICTION / CONFLICT, THE ORDER OF PRECEDENCE SHALL BE IN THE ORDER AS PER BELOW:

- a) BUYER SPECIFIC ADDITIONAL TERMS AND CONDITIONS AGAINST GEM BID ISSUED
- b) GEM BID.
- c) GENERAL TERMS AND CONDITIONS ON GEM.