

NOTICE INVITING TENDER**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES**

Sealed offers in two-part bid system are invited from reputed & experienced bidders through our website www.bhel.in and CPP portal <https://eprocure.gov.in/eprocure/app> also, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BARH: FGD: CRANE-02
ii	Broad Scope of job	Providing 02 Nos 150MT Class Capacity Mid-Range Crawler Crane having Lattice Boom & Fix JIB with Critical Load Lifting Capacity of 12MT (Minimum) below Hook at around 22M (Minimum) radius with main Boom & to obtain clear height below hook of 55M (Minimum) above ground level on monthly rental basis at BHEL-PSER Barh Stage - I & II FGD Project Site, Bihar.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	General conditions of contract (Supply) Not Applicable.
b	Volume-IB	General conditions of contract (Service) Applicable.
c	Volume-IC	Special conditions of contract (Supply) Not Applicable.
d	Volume-ID & II	Special Conditions of Contract (Service) and Technical Specification Applicable.
e	Volume-IE	Forms and Procedures etc. As Applicable.
f	Volume-III	Price Schedule (Absolute value) – Rev-00 Applicable.
iv	ISSUE OF TENDER DOCUMENTS	This tender floated online through our website www.bhel.in and CPP portal https://eprocure.gov.in/eprocure/app Start date of the tender: 24-07-2026
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 30-07-2026, Time: 13-00 Hrs. IST The bidder should respond by submitting their offer offline at below mentioned address only. Offers are invited in two-parts only. Hard copy bid or bids through email/fax shall not be accepted.
vi	OPENING OF TENDER	Date: 30-07-2026 4 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender.
vii	EMD AMOUNT	NA Not Applicable
viii	COST OF TENDER	-- Not Applicable.
ix	LAST DATE FOR SEEKING	Date: 30-07-2026 Along with soft version also, addressing to undersigned &

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398000



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
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	CLARIFICATION	to others as per contact address given below	
x	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) and CPP portal only. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder.
xi	Evaluation Currency	Indian Rupees (INR)	
xii	Declaration	Any content of subject tender marked in red and striked out is not applicable for this tender.	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

- 3.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl no	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING: -	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	



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ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e-procurement portal. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required. It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. (To be attached in relevant Attachment section)	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not Applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume - IF: Technical Conditions of Contract (TCC) (To be attached in relevant Attachment section)	
ix.	Volume - I D & II: Special Conditions of Contract (SCC)-Service & Technical Specification. (To be attached in relevant Attachment section)	
x.	Volume - I B: General Conditions of Contract (GCC)-Service (To be attached in relevant Attachment section)	
xi.	Volume - I E: Forms & Procedures etc. (To be attached in relevant Attachment section)	

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xii.	Volume-III - (UNPRICED - without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	
xiii.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	

PART-II	PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)	
	CONTAINING THE FOLLOWING: -	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III - PRICE BID (Duly Filled in Schedule of Rates - rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

SPECIAL NOTE:

- Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- The credentials/ documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.

- No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- For any clarification on the tender document, the bidder may seek the same in writing, through e-mail, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries

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after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

- 8.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 9.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else BHEL's interpretation shall prevail.
- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 11.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 12.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 13.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 14.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

I) Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

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b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.ii) The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/ or under applicable legal provisions.

- 15.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 16.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 17.0 Annexure-A -Amendment to GCC/SCC shall be read in conjunction with GCC-Volume-IB & SCC-Volume-ID. This Annexure-A (Amendment to GCC/SCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC/SCC only.
- 26.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 27.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.
- 28.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

Note:

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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:

Name	Rishabh Choudhary	Vikash Kumar
Dept	Mech Erection (Stage-I)	SCT Dept, BHEL PSER, Barh Site
Address	BARH SITE OFFICE,Ganga Bihar,NTPC Transit Camp, P.O. Barh, Patna Bihar-803213	BARH SITE OFFICE,Ganga Bihar,NTPC Transit Camp, P.O. Barh, Patna Bihar-803213
Mob:	9471001377	8651039400
Email	rish@bhel.in	v.singh@bhel.in

29.0 Bidders are requested to submit their best price as per latest price schedule of the tender.

30.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

31.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.
All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

32.0 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - An entity incorporated established or registered in such a country; or
 - A subsidiary of an entity incorporated established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-3.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

33.0 The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such

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tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

- 34.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

- 35.0 GeMAR and PTS ID: GEM/GARPTS/26042023/CNHSAEO0FB4J.

- 36.0 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.

Format attached (Annexure-6-Declaration reg. Related Firms & their areas of Activities).

- 37.0 Conflict of interest among Bidders/Agents:

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**
- (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**



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- (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 front one bidding manufacturer in more than one bid; **or**
- (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:
- The principal manufacturer directly or through one Indian agent on his behalf; and
 - 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.

38.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- General Conditions of Contract (GCC) — Volume-IB
- Special Conditions of Contract (SCC) & Technical Specification — Volume-ID & II
- Forms and Procedures — Volume-IE
- Price Bid — Volume-III

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD.

Sr. Manager (Mech Erection – Stage-I)

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Agency	Contact details	
BHEL, PSER, Barh Site, Patna, Bihar	Address	BARH SITE OFFICE, Ganga Bihar, NTPC Transit Camp, P.O. Barh, Patna Bihar-803213
	Phone no	9471001377
	E-mail	rish@bhel.in

Enclosure

01. Annexure-1: Format for No Deviation Certificate.
02. Annexure-2: Format for seeking clarification.
03. Annexure-3: Check List.
04. Annexure -A- Amendment to GCC
05. Annexure-B – Specific Clause w.r.t. BOCW Act & Cess Act.
06. Annexure-C- State-wise GST Registration nos.
07. Annexure-D- Company Profile
08. Other Tender documents as per this NIT.

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ANNEXURE - 1

FORMAT FOR NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

To,

PROJECT DIRECTOR,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
BARH SITE OFFICE, Ganga Bihar, NTPC Transit Camp, P.O. Barh-803213

Sub	No Deviation Certificate.	
Job	Providing 02 Nos 150MT Class Capacity Mid-Range Crawler Crane having Lattice Boom & Fix JIB with Critical Load Lifting Capacity of 12MT (Minimum) below Hook at around 22M (Minimum) radius with main Boom & to obtain clear height below hook of 55M (Minimum) above ground level on monthly rental basis at BHEL-PSER Barh Stage - I & II FGD Project Site, Bihar.	
Ref	1.0	Tender no. BARH: FGD: CRANE-02
	2.0	BHEL's NIT, vide reference no. Ref No: PSER: BARH: FGD: CRANE: 01 Dated: 24-07-2026
	3.0	All other pertinent issues till date.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of
the bidder)

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ANNEXURE -2

FORMAT FOR SEEKING CLARIFICATION

JOB	Providing 02 Nos 150MT Class Capacity Mid-Range Crawler Crane having Lattice Boom & Fix JIB with Critical Load Lifting Capacity of 12MT (Minimum) below Hook at around 22M (Minimum) radius with main Boom & to obtain clear height below hook of 55M (Minimum) above ground level on monthly rental basis at BHEL-PSER Barh Stage - I & II FGD Project Site, Bihar.
TENDER NO	BARH: FGD: CRANE-02

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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ANNEXURE - 3

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer	
2	Details about type of the Firm/Company	
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:
4	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE
		APPLICABILITY(BY BHEL) ENCLOSED BY BIDDER
5	Copy of GSTIN certificate	Applicable YES/NO
6	Copy of PAN Card	Applicable YES/NO
7	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable YES/NO
8	Declaration by Authorised Signatory	Applicable YES/NO
9	No Deviation Certificate	Applicable YES/NO
10	Declaration confirming knowledge about Site Conditions	Applicable YES/NO
11	Declaration for relation in BHEL	Applicable YES/NO
12	Non-Disclosure Certificate	Applicable YES/NO
13	Bank Account Details for E-Payment	Applicable YES/NO
14	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable YES/NO
15	Declaration regarding insolvency/ liquidation/ bankruptcy proceedings	Applicable YES/NO
16	Company Profile (Refer Annexure-D)	Applicable YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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Annexure –A

Amendment to GCC

1. Clause no. 1.10.1, 1.10.2 & 1.10.3 of GCC shall be read as below:

Cl. No. 1.10.1

- i. Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. Bidder agrees to submit this Security Deposit required for execution of the contract as per manner specified in the contract within the time period mentioned in clause 1.10.2.

Cl. No. 1.10.2

- i. At least 50% of security Deposit should be furnished against a contract before start of the work by the contractor.

Case 1: In case Security Deposit is submitted after start of work as per manner specified in the contract, interest [@ (SBI Base rate + 6%) at monthly rest plus GST] for the delayed period on the initial 50% amount of SD due for submission (after adjusting cash portion of EMD retained as part of SD, if any), shall also be submitted by the bidder. In case of non-submission of interest portion by bidder the same shall be recovered from their RA bills.

Case 2: If requested by the contractor, cash recovery of at least initial 50% amount of SD due for submission (after adjusting cash portion of EMD retained as part of SD, if any) shall be made from bills submitted by contractor. For such delay in submission of the required Security Deposit, interest [@ (SBI Base rate + 6%) at monthly rest plus GST] shall be levied for the delayed period of submission on such amount and be deducted from bills to achieve at least 50% of security Deposit amount which was required to be furnished before start of the work.

- ii. Balance Security deposit, as applicable shall be recovered at the rate of 10% of the gross amount progressively from first Running Bill of the contractor till the total amount of the required security deposit is collected.
- iii. Cash portion of EMD (if any) of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- iv. In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected.
- v. Payment in any case can be released only after collection/ recovery of initial 50% Security Deposit.

Cl. No. 1.10.3

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

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- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith



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Annexure-B

Specific Clause w.r.t. BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.



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Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,

एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,

पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics:
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.



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Annexure-C

State-wise GST Registration nos.

Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

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Annexure-D

Please arrange to submit this filled-up format along with Tender

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTIN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration Certificate / Ancillary unit/project affected person of this company/ssi/ other}	
Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	

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Correspondence Email*	
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

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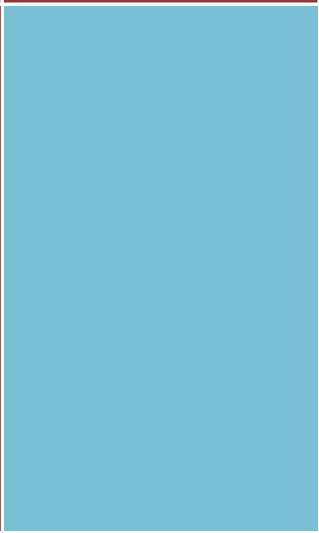
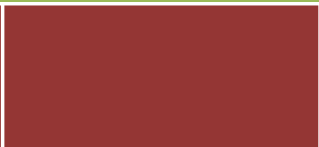
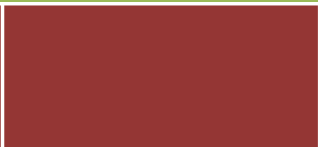
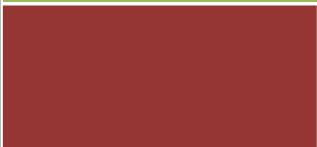
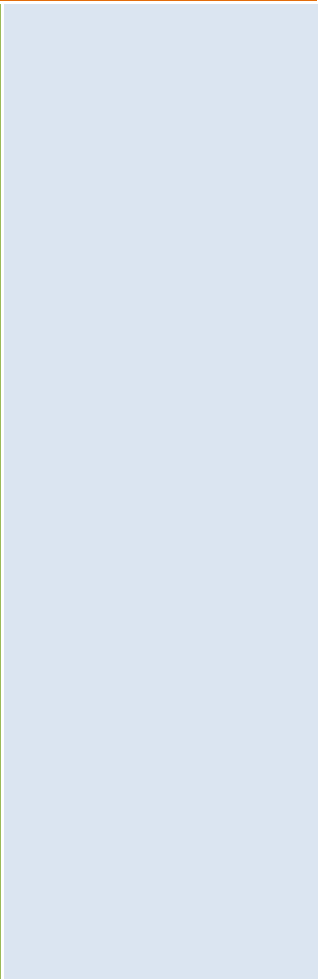
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Bharat Heavy Electricals Limited
Power Sector - Eastern Region, Kolkata
VOLUME-IB: GENERAL CONDITIONS OF CONTRACT (SERVICE)

TENDER NO. BARH: FGD: CRANE-02



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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. (For E-Tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading on the e-procurement portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders submitted by post (i.e. by 'REGISTERED POST / by COURIER') shall be sent with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Email shall be considered as per terms of NIT. E-Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT, in the

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presence of such of those tenderers or their authorized representatives who would like to be present (In case of Manual Tenders). BHEL reserves the right to go ahead with opening of the Tender even in case of no representative is present on the specified date and time. For e-tenders, bidders may mark their presence online through provisions available in e-procurement portal.

- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed about the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids (In case of Manual Tenders). BHEL's decision in this regard shall be final and binding.

- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. **LANGUAGE**

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.

- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 **PRICE DISCREPANCY:**

- 1.4.1 **Price Bid opening:** During opening of price bids (submitted through conventional method or through E-Procurement system), if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

- 1.4.2 **Reverse Auction:** In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. (Guidelines as available on www.bhel.com on "supplier registration page").

1.5 **QUALIFICATION OF TENDERERS**

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is

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- available on BHEL web site www.bhel.com. (Refer clause 28.0 of NIT)
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.
- 1.6. EVALUATION OF BIDS**
- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
- The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
 - However, if the same is on account of subletting part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by private organizations (sub-agency) based on 'Work Order' and 'Experience Certificates' from a non-BHEL organization (main agency), then it shall be the responsibility of sub-agency to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional/electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail or through letter/e-mail.
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender.
- 1.7. DATA TO BE ENCLOSED**
- Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.
- INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
 - ORGANIZATION CHART**
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
 - An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
 - IN CASE OF INDIVIDUAL TENDERER:**

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	His / her full name, address, PAN and place & nature of business.
v)	IN CASE OF PARTNERSHIP FIRM: The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
vi)	IN CASE OF COMPANIES: a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.
1.8	AUTHORIZATION AND ATTESTATION Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.
1.9	EARNEST MONEY DEPOSIT
1.9.1	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein. i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT. ii) The EMD is to be paid only in the following forms: a) Cash deposit as permissible under the extant Income Tax Act (before tender opening). b) Electronic Fund Transfer credited in BHEL account (before tender opening). c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer). d) <i>Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.</i> e) <i>Insurance Surety Bonds.</i> <i>In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.9.1. (ii) (a) to (e) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.</i> iii) No other form of EMD remittance shall be acceptable to BHEL.
1.9.2	EMD by the Tenderer will be forfeited as per NIT conditions, if: i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
1.9.3	EMD shall not carry any interest.

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1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

1.9.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of at least 50% of the Security Deposit.

1.10 SECURITY DEPOSIT

1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.

1.10.2 The security Deposit should be furnished before start of the work by the contractor.

Note: In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.

1.10.3 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- vi) *Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.*
- vii) *Insurance Surety Bonds.*

In case of delay in submission of Security Deposit, enhanced Security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.10.4 The Security Deposit shall not carry any interest.

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- 1.10.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
- The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
 - The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
- 1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.
- 1.10.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- 1.11 RETURN OF SECURITY DEPOSIT**
- Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.
- 1.12 BANK GUARANTEES**
- Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with
- Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
 - The Bank Guarantees shall be as per prescribed formats.
 - It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
 - In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
 - In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
 - Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
 - The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL.

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1.13 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT.
- c. To award the work in part if specified in NIT.
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (hold/banning) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.

1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject

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such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer (Contractor) should not sub-contract any portion of work detailed in the tender specification undertaken by him without prior written permission of BHEL's Construction Manager/ Site In-Charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders, in case of Conventional/ Paper bid.
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.16 INTIMATION OF CHANGE OF NAME/RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable. Further, the new entity has to intimate BHEL in writing that they will honor all the earlier commitments in respect of the subject contract.

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CHAPTER-2

2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii) “EXECUTIVE DIRECTOR” or “GENERAL MANAGER (In- charge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) “COMPETENT AUTHORITY” shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v) “SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi) “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
- viii) “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- ix) “GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.

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x)	“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	“LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xii)	“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	“PLANT” shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	“EQUIPMENT” shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
xvi)	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
xvii)	“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	“MONTH” shall mean calendar month unless otherwise specified in the Tender.

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xxi)	'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
xxii)	"COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
xxiii)	"WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	"TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
xxvi)	'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
xxvii)	"COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
xxviii)	"SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
xxix)	"TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
xxx)	"DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
xxxi)	"RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.
2.2	LAW GOVERNING THE CONTRACT AND COURT JURISDICTION The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
2.3	ISSUE OF NOTICE
2.3.1	<u>Service of notice on Contractor</u> Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or

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	at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
2.3.2	<u>Service of notice on BHEL</u> Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.
2.4	USE OF LAND No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.
2.5	COMMENCEMENT OF WORK
2.5.1	The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.
2.5.2	If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
2.5.3	All the work shall be carried out under the direction and to the satisfaction of BHEL.
2.6	MEASUREMENT OF WORK AND MODE OF PAYMENT:
2.6.1	All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
2.6.2	For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
2.6.3	These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
2.6.4	Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
2.6.5	All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to

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the contrary.

- 2.6.6** Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
- 2.6.7** The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
- 2.6.8** The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 2.6.9** If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.
- 2.6.10** Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.
- 2.6.11** Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 2.7.1** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

2.7.2 Breach of Contract, Remedies and Termination

2.7.2.1 BHEL shall terminate the contract after due notice of a period of 14 days in any of the following cases, which if not rectified/ improved within the time period mentioned in the notice, then, 'Breach of

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Contract' will be considered to have been established:

- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.*
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.*
- iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.*
- iv). Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL in writing.*
- v). Strike or Lockout declared is not settled within a period of one month.*
- vi). Termination of Contract on account of any other reason (s) attributable to Contractor.*
- vii). Assignment, transfer, subletting of Contract without BHEL's written permission.*
- viii). Non-compliance to any contractual condition or any other default attributable to Contractor.*

2.7.2.2 *In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.*

2.7.2.3 Remedies in case of Breach of Contract is established

In case 'Breach of Contract' is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL's right to levy of liquidated damages, debarment etc. which shall be applied as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established, is as below:

- a) In case the value of Security Deposit, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor, Retention amount, BGs, etc. against the same contract etc.*
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.*
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:*
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.*
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.*
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.*

Note:

- 1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.*
- 2) If tendering is done for the balance work, the defaulted contractor (including all the members/partners in case of JV/ partnership firm) shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work.*

2.7.3: Void

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2.7.4	To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
2.7.5	To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.
2.7.6	While every endeavor will be made by BHEL to this end, they (BHEL) cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
2.7.7	<i>BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:</i> <i>i) suspension of work(s) at a Project either by BHEL or Customer,</i> <i>or</i> <i>ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months</i> <i>In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.3. Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.</i>
2.7.8	In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases: a) The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract. b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL). c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like

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Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

2.7.9 LIQUIDATED DAMAGES/PENALTY

At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor alone, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of time extension granted solely attributable to contractor at the end of the contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/ Additional Items and PVC.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

- 2.8.1** As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2** The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3** The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may

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be required by the Law.

- 2.8.4** The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
- 2.8.5** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6** While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.
- 2.8.7** Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8** The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.11** All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12** The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
- 2.8.13** In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
- 2.8.14** Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

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2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.16 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.

2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

2.8.19 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.

2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

2.8.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc.

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constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

2.8.23 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

2.8.25 For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims:

i. In the event of death or permanent disability resulting from Loss of both limbs:

Rs. 10,00,000/- (Rs. Ten Lakh).

ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act, 1923.

2.8.26 Contractor shall be fully responsible for their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

2.9 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

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- 2.9.1** A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme. Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets. Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration. Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month. BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower. Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months) Provided, this requirement is reflected in the rolling quarterly plan two months in advance.
- If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1.
- The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.
- 2.9.2** Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
- 2.9.3** The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL
- 2.9.4** Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.
- 2.10 TIME OF COMPLETION**
- 2.10.1** The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers.
- 2.10.2** Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11.

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2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 *However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under clause 2.7.2 of GCC i.e. "Breach of Contract, Remedies and Termination".*

2.11.4 Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per Clause 2.9 of GCC.

2.12 OVERRUN COMPENSATION

2.12.1 ORC during original contract period: No ORC shall be applicable during the original contract period.

2.12.2 ORC during extended period for the reasons solely attributable to contractor: No ORC shall be applicable during the extended period granted for the reasons solely attributable to contractor and work executed during this period shall be paid as per original contract rates.

2.12.3 ORC during extended period for the reasons not attributable to contractor: ORC shall be payable as per following procedure:

2.12.3.1 For initial period of twelve months of extended period, ORC rate applicable over executed value shall be 5%. For every subsequent period of twelve months, ORC rate shall be further increased by 5% over the previous rate. For example, ORC rates applicable for initial period of 12 months and subsequent period of 12 months are given below.

Sl. No.	Extended Period for the reasons attributable to BHEL	ORC rate applicable over executed value
1	First 12 months	5%
2	13 th -24 th month and so on	10.25% $\{[(1.05 \times 1.05) - 1] \times 100\}$

This process of increasing ORC rate for each subsequent period of 12 months shall continue till applicability of ORC.

2.12.3.2 On completion of original contract period as well as on completion of each subsequent period of twelve months i.e. at the time of change in applicable ORC rate, Delay Analysis shall be carried out and percentage shortfall attributable to both BHEL & Contractor shall be calculated.

2.12.3.3 For the purpose of calculation of ORC, executed value of work in the month shall be divided in Part-1 and Part-2 in proportion of percentage shortfall attributable to BHEL and contractor respectively, based on the last delay analysis as worked out in 2.12.3.2.

ORC shall be payable only on Part-1 and no ORC shall be payable on Part-2.

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Value of Part-1 shall be further limited to the value of actual inputs provided by BHEL i.e. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14 for calculation of ORC.

2.12.3.4 Payment of ORC amount shall be further regulated as follows:

- (i) 50% of the ORC is allocated for deployment of matching resources (with weightages) agreed as per the joint programme drawn vide 2.11.4. ORC Payment against resources shall be calculated in proportion to percentage of resources actually deployed w.r.t. planned resources, as per Form-14.
- (ii) 50% of ORC is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. ORC Payment shall be reduced in proportion to percentage shortfall attributable to contractor w.r.t.-"Plan - Shortfall attributable to BHEL" for the month, as per Form-14.

2.12.3.5 *The maximum amount of ORC payable for the month shall be limited to Rs. 10,00,000/-.*

2.12.3.6 In case, there is no shortfall attributable to contractor for the month and also contractor has deployed the resources as agreed in Form-14 but ORC amount payable for the month worked out as per procedure mentioned in clause 2.12.3.3, 2.12.3.4 and 2.12.3.5, is less than Rs.1,00,000/-, then ORC amount payable for the month shall be Rs.1,00,000/- otherwise ORC amount payable for the month shall remain same.

2.12.3.7 In case execution is on **HOLD** (Other than Force Majeure), ORC shall be payable as per following:

- i). Contractor has not been permitted by BHEL to de-mobilize
 - a) ORC amount of Rs. 1,00,000/- per month shall be applicable during the period of HOLD provided resources as planned are deployed (not demobilised) during the period of hold.
 - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.
- ii). Contractor has been permitted to demobilize and to remobilize after lifting of HOLD
 - a) No ORC shall be payable to contractor for the period of HOLD.
 - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.3.8 In case **Force Majeure** is invoked:

- i). No ORC shall be applicable during the period of Force Majeure.
- ii). Subsequent to revocation of Force Majeure, period of Force Majeure shall be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.4 Applicability of ORC: ORC shall not be applicable for following activities.

- i). Area cleaning, removal of temporary structures and return of scrap.
- ii). Punch list points / pending points liquidation pending due to reasons attributable to contractor
- iii). Submission of "As built Drawing"
- iv). Material Reconciliation
- v). Completion of Contract Closure formalities like HR Clearance/ No dues from various dept./ Statutory Authorities etc.

2.12.5 Total Over Run Compensation shall be limited to 10% of the cumulatively executed contract value

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till the month (excluding Taxes and Duties if payable extra). For this purpose, executed contract value excludes PVC, ORC and Extra/Supplementary Works.

2.13 SECURED RECOVERABLE ADVANCES:

2.13.1 INTEREST FREE MOBILIZATION ADVANCE: Competent Authority of BHEL may approve proposals for payment of Interest Free Secured Mobilization Advance (limited to a maximum of 5% of the Contract Value) only in Installation Works in Power Plants under exceptional circumstances.

Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization in the beginning of the contract, as specified in the TCC, in three or more instalments with the value of any instalment not more than 2.5% of the Contract Value. The next instalment will be due only on completion of the activities linked to the previous instalment.

Each such instalment is to be secured through BG of 100% of the instalment amount.

Recovery of Interest Free Secured Advance shall be made @ 10% of Running Bill Amount. As and when the total recovered amount exceeds any of the BG value submitted against the advance, that BG shall be returned.

In any case, Interest Free Advance shall be fully recovered by the time the contract reaches 50% of the original contract period either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount.

2.13.2 INTEREST BEARING ADVANCE:

2.13.2.1 INTEREST BEARING MOBILIZATION ADVANCE: Competent authority may also approve need based Interest Bearing Mobilization advance after a certification from the Contractor for having achieved a financial progress of 10% of the original contract price. However, the total mobilization advance (including Interest Free Mobilization Advance) shall not exceed 10% of the Contract Value. Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.

2.13.2.2 INTEREST BEARING SECURED ADDITIONAL INTERIM ADVANCE: In exceptional circumstances, with due justification, Competent Authority of BHEL may approve proposals for payment of additional interim interest bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation. Contractor shall establish the utilization of advance drawn in the form of Utilization Certificate before the release of next installment.

Bank Guarantee shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required. Unadjusted amount of advances (including Interest Free Mobilization Advance) paid shall not exceed 10% of the total contract value at any point of time.

NOTES for INTEREST BEARING ADVANCE:

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- (a) *Recovery of Interest Bearing Advances shall be made from the Running Bills progressively. Recovery rate per month for Interest Bearing Advances shall be the sum of:*
- i) Not less than 10% of Running Bill amount*
 - ii) Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts*
- (b) *In any case, Interest Bearing Advance shall be fully recovered by the time the contractor's billing reaches 90% of contract value either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount along with interest.*
- (c) *Payment and recovery of any of the above advance(s) shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.*
- (d) *The rate of interest applicable for the above advances shall be the repo rate prevailing on the date of release of advance plus 4%, and such rate will remain fixed till the total advance amount is recovered.*
- (e) *Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration whichever is earlier. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount, valid for at least one year or the remaining recovery duration whichever is earlier. For each advance, the Contractor will be allowed to submit more than one BG so that the BGs can be returned progressively based on recovered amount. In case, the Contractor prefers to submit single BG against an advance, the amount of BG may be progressively reduced by the amount repaid by the Contractor.*
- (f) *BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement.*

2.13.3 SECURED ADVANCE AGAINST MATERIAL BROUGHT TO SITE:

Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75% of Invoice value, or the 75% of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 days and subject to the stipulations, as mentioned below:

- (i) Contractor shall obtain prior permission of Engineer-in-charge before procurement of materials against which advance is being sought. Engineer-in-charge shall ensure formal approval of Construction Manager before communicating the permission to Contractor.*
- (ii) Secured advance shall not be allowed/ payable for materials procured by Contractor before the date of such permission.*
- (iii) Secured Advance shall be allowed only once against a single invoice. Multiple Secured Advance against single invoice is not allowed.*

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- (iv) Secured advance against materials shall be paid only against non-perishable items. Engineer-in-charge to ensure that such items are adequately covered under insurance cover (to be taken by the Contractor if not covered under BHEL Insurance Policy).
- (v) At any point of time, the unadjusted secured payments against material brought to site shall not be more than 5% of the Contract Value.
- (vi) The advance will be repaid from each succeeding Running bill(s) to the extent materials for which advance has been previously paid have been incorporated into the works. In any case, such advance payment shall be fully recovered maximum from 3-4 subsequent RA bills whether the material is consumed in the work or not. In absence of sufficient value of RA bills for making the required recovery, the Contractor shall deposit the balance amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing the Securities available with BHEL for the balance amount.
- (vii) Contractor has to give a formal deed of hypothecation, drawn up on non-judicial stamp paper under which the BHEL secures a lien on the materials and is safeguarded against losses, due to the contractor postponing the execution of the work or due to the shortage or misuse of materials and against the expenses incurred on their watch and safe custody.

2.14 QUANTITY VARIATION

2.14.1 Variation in Final Executed Contract Value

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated / short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer.

Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows:

- i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.
- ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation

2.14.2 Variation in Individual Quantities of BOQ Item(s)

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule.

In case executed quantity for a particular BOQ item(s) exceeds two times the quantity in the original price schedule (100% increase), then the revision in rates for such BOQ item(s) for the quantity in excess of two times the quantity in the original price schedule including any subsequent increase in quantity, may be considered based on request from the Contractor, however, BHEL decision in this regard shall be final. Revised rates for subject BOQ item (s) shall be worked out on

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the basis of prevailing market rates mutually agreed between BHEL and Contractor. PVC/ ORC will not be applicable for these revised rates.

BHEL, however, retains the right to arrange the excess quantity through any other source for expediting activities in the interest of the Project.

Note: (a) Revision in rates under clause 2.14.2 will remain admissible in those cases also, where, the Contractor is eligible for compensation under clause 2.14.1 i).

(b) The value of work executed at revised rates due to variation in Individual Quantities of BOQ Item(s) shall be included while calculating the finally executed contract value in clause no. 2.14.1 above.

2.15 EXTRA WORKS

2.15.1 All rectifications/modifications, revamping and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, operation/maintenance requirements, mismatching or due to damages in transit, storage and erection/commissioning and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.15.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

2.15.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.15.4 BHEL retains the right to award or not to award any of the major repair/ rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same.

2.15.5 *After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.*

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: *Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/ repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 139/- per man hour.*

2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc. will not be applicable due to on extra works.

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2.15.7 Extra Works for Civil Packages shall be regulated as follows –

- i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc. due to no fault of Contractor, shall be in the order of the following:
 - a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.
 - b) As per latest edition of CPWD-DSR with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities OR Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities, whichever is less.
 - c) Item rates are to be worked out on the basis of market rates prevailing on the date of execution mutually agreed between BHEL and Contractor.
- ii) PVC and ORC will not be applicable for (i) above.

2.16 SUPPLEMENTARY ITEMS

2.16.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

- i) Based on percentage breakup/rates indicated for similar/nearby items.
- ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work.

2.16.2 For Civil Works

- i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:
 - a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities
 - b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7
- ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14
- iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.
- iv) PVC and ORC will not be applicable for (i) above.

2.17 PRICE VARIATION COMPENSATION

- 2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable

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2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SL NO.	CATEGORY	INDEX/ AVERAGE MINIMUM WAGE	PERCENTAGE COMPONENT ('K')				
			CIVIL PACKAGES (See Note A/B/C)			MECHANICAL PACKAGES	Electrical , C&I Material Management/ Handling and other labour oriented packages
			A	B	C		
i)	LABOUR (ALL CATEGORIES)	(a) 'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (50% weightage out of component 'K') (Website: labourbureau.nic.in) (b) Arithmetical average of minimum wages of Unskilled, Semi-skilled, Skilled and Highly skilled workers as applicable at project site location (50% weightage out of component 'K')	40	25	30	65	80
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity Code: 1202000005 (See Note E)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity: MANUFACTURE OF BASIC METALS Commodity Code: 1314000000 (See Note E)				15	
iv)	CEMENT	Name of Commodity: ORDINARY PORTLAND CEMENT Commodity Code: 1313050003 (See Note E)		20	30		
v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity: MILD STEEL: LONG PRODUCTS Commodity Code: 1314040000 (See Note E)		25			
vi)	ALL OTHER MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Commodity Code: 1000000000 (See Note E)	40	12	20		

Note: A) Cement & Steel: Free Issue (BHEL Scope)

B) Cement & Steel: In Contractor Scope

C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)

D) For Composite packages (i.e. Civil+Mechanical+Electrical and/or C&I or Civil+Mechanical or Mechanical+Electrical and/or C&I), the COMPONENT ('K') for various categories shall be as per respective packages as above.

E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: eaindustry.nic.in). Revisions in the index or commodity will be re-adjusted accordingly.

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2.17.3 #

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where,

- P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials
- K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials
- R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)
- X_N = Revised Index for Labour, Revised Average Minimum Wages for Labour, Revised Index for High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration
- X₀ = Index for Labour, Average Minimum Wages for Labour, Index for High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date

2.17.5 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

2.17.6 Base date shall be calendar month of the 'last date of submission of Tender'.

2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

2.17.9 PVC shall be applicable for the entire original contract period plus the extended period, i.e. for the complete execution period, as follows:

For PVC computation of the nth month:

Let the cumulative delay attributable to the Contractor is D_n in the nth month as per Form-14.

Considering R_n as the billing value for the nth month, PVC for the nth month shall be calculated as

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follows:

- a) PVC for the portion of R_n for an amount of $D_{(n-1)}$ shall be payable as per indices for the $(n-1)^{th}$ month.
- b) PVC for the balance portion of R_n shall be payable as per indices for the n^{th} month

In case $D_{(n-1)}$ is greater than R_n , then entire R_n shall be payable as per indices for the $(n-1)^{th}$ month and the balance portion of $D_{(n-1)}$ shall be adjusted from $R_{(n+1)}$ of the $(n+1)^{th}$ month and will be payable as per indices for the $(n-1)^{th}$ month. The above process shall be continued for subsequent month(s) also till full $D_{(n-1)}$ is consumed.

- i) For milestones mentioned in the contract, PVC shall be applicable as per average of the indices from the month of base date till the month of execution of milestone.
- ii) PVC shall not be applicable for time extension provided for the delays solely attributable to the contractor. No PVC is payable during the period of Provisional Time Extension till grant of final time extension. Applicability of PVC will be decided at the time of grant of final time extension.
- iii) The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except items due to quantity variation.

Note: Work Planning in F-14 format to be meticulously done as per Clause 2.9 of this GCC

2.18 INSURANCE

- 2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
- 2.18.2 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual

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obligation for the material in his custody.

2.19 STRIKES & LOCKOUT

2.19.1 *The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7.2 and the remedies under Clause 2.7.2.3 may be executed, at the discretion of BHEL.*

2.19.2 *For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.*

2.20 FORCE MAJEURE

2.20.1 "Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to

- i) Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to climate data available or published in the country for the geographical location of the site.
- ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iv) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- vi) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vii) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

2.20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2.20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

2.20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

2.20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- i) Constitute a default or breach of the Contract.
- ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to

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the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

- 2.20.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Contractor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

- 2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the Power Sector Region issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Region issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be _____ (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

- 2.21.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

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2.21.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

2.21.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

2.21.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

2.21.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

2.22 RETENTION AMOUNT

2.22.1 Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Alternatively, BG, in line with clause 1.12 of GCC, equivalent to 5% of Contract Value against Retention Amount can also be submitted before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value,

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additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of equivalent BG only once during the contract period.

2.22.2 Refund of retention amount shall be as follows:

100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.

2.23 PAYMENTS

Payments to Contractors are made in any one of the following forms: -

2.23.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.
- iii) Recoveries on account of electricity, water, statutory deductions etc. are made as per terms of contract.
- iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to redo the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.
- v) In order to facilitate part payment, BHEL at its discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work, subject to following:
 - a) Provided no 'part' payment is recommended till 25% of work in the item rate is executed.
 - b) Payment of item rate to be made in not more than three instalments, last stage payment to be not lower than 20% of the item rate.

2.23.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

- i) 'No Claim Certificate' by Contractor
- ii) Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.
- iii) Indemnity Bond as per prescribed format.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

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2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.24.1 *Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works, by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.*

2.24.2 BHEL shall release the Security Deposit subject to the following

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format
- v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Security Deposit refundable.

2.25 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines.

2.26 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

2.27 LIMITATION ON LIABILITY:

Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

2.28 OTHER ISSUES

2.28.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.28.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.28.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.

2.28.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time

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period contracts like providing services for Hot water flushing, Chemical Cleaning, Transportation, Geo-Technical works, Hiring of T&Ps/ Vehicles/ Equipments etc. and work shall be executed as per the terms of LOI/LOA/Work Order. BHEL may not insist for signing of Contract Agreements in respect of works costing upto Rs. 2 lakhs (upto Rs. 5 lakhs in case scheduled completion period is not more than 3 months).

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PROVIDING 2 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12 MT (MINIMUM) BELOW HOOK AT AROUND 22 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER 3X660 MW BARH STAGE- I & II FGD PROJECT SITE, BIHAR.

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THIS VOLUME SHALL BE CONSTRUED AS PART OF TENDER DOCUMENT AND SHALL BE READ ALONG-WITH OTHERS VOLUMES OF TENDER. UNLESS OTHERWISE SPECIFIED, IN CASE OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE GENERAL AND TECHNICAL CONDITIONS, THE SAME SHALL BE BROUGHT OUT BY THE BIDDER IN WRITING TO BHEL FOR CLARIFICATION DURING PRE-BID DISCUSSIONS; IF APPLICABLE; FAILING WHICH MOST STRINGENT INTERPRETATION/ CLAUSE IN FAVOUR OF BHEL SHALL BE ADOPTED AND THE SAME SHALL BE BINDING TO THE BIDDER

TECHNICAL SPECIFICATIONS

CLAUSE NO.	DESCRIPTION	
1.0	SCOPE OF WORK	
1.1.1	PROVIDING 2 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12 MT (MINIMUM) BELOW HOOK AT AROUND 22 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER BARH STAGE- I & II FGD PROJECT SITE, BIHAR. FOR CRITICAL LOAD AND OTHER LOAD LIFTING, CAPACITY UTILIZATION OF THE CRANE SHALL NOT EXCEED 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS AS PROVIDED IN THE LOAD CHART (e.g. IF THE CRANE'S RATED SAFE WORK LOAD AT LIFT RADIUS OF 16 M IS 100 MT AS PER LOAD CHART, THEN THE LOAD LIFTING CAPACITY ALLOWED FOR THE CRANE WILL BE 85 MT AT 16 M RADIUS) HOOK BLOCK SHOULD BE MADE AVAILABLE FOR WORKING SEPARATELY WITH MAIN BOOM OR THE HOOK BLOCK FOR WORKING WITH THE MAIN BOOM & FIX JIB COMBINATION AS PER REQUIREMENT. WEIGHT OF HOOK BLOCK AND SLINGS SHALL BE DEDUCTED FROM THE LIFTING CAPACITY OF THE CRANE TO MEET THE ABOVE REQUIREMENTS.	
1.1.2	A LIFTING DRAWING SHOULD BE SUBMITTED WITH TECHNICAL OFFER SHOWING CLEARANCE BETWEEN THE BOOM AND JOB (THE CRITICAL LOAD) AS MENTIONED ABOVE (8 M LENGTH × 8 M WIDTH × 5 M HEIGHT APPROX.). THE HOOK BLOCK WITH JOB WIDTH OF APPROXIMATELY 8 M (MINIMUM) MUST NOT FOUL WITH THE BOOM AT THE TOP OF THE JOB ELEVATION (TOP OF CRITICAL LOAD) OF 47 M. AT THIS ELEVATION, A MINIMUM CLEARANCE OF 0.50 M MUST EXIST BETWEEN THE BOOM AND THE JOB.	
1.2	CRANE DETAILS	CRANE TECHNICAL SPECIFICATIONS CHECK LIST AS PER ANNEXURE-A MUST BE SUBMITTED ALONG WITH OFFER.
1.2.1	LIFTING CAPACITY OF THE CRANE	150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12MT (MINIMUM) BELOW HOOK AT AROUND 22M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE.
1.2.2	MAIN BOOM LENGTH REQUIREMENT (MINIMUM)	75 M
1.2.3	FIX JIB LENGTH REQUIREMENT (MINIMUM)	24M
1.2.4	COMBINATION OF BOOM & JIB (M + M)	84 M (MINIMUM)

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	{MAIN BOOM + JIB REQUIREMENT}	{MINIMUM 24 M FIX JIB SHALL BE FITTED AT MINIMUM 60 M LENGTH OF THE MAIN BOOM}
1.2.5	THE END TO END CRAWLER WIDTH OF THE CRANE SHALL BE WITHIN 7 M.	
1.3	OTHER JOBS ALSO HAS TO BE CARRIED OUT BY THE CRANE DURING ITS DEPLOYMENT AT SITE FROM TIME TO TIME AS PER REQUIREMENT WHICH SHALL BE WITH IN ITS CAPACITY AND REACH. HOOK BLOCK SHOULD BE MADE AVAILABLE FOR WORKING SEPARATELY WITH MAIN BOOM OR THE HOOK FOR WORKING WITH THE MAIN BOOM & JIB COMBINATION. HOOK BLOCKS OF DIFFERENT CAPACITY LIKE AROUND HOOK BLOCKS OF DIFFERENT CAPACITY LIKE AROUND 10~15 MT (BALL HOOK), 30~50 MT, 70~90 MT, 100~120 MT, 150 MT ETC. (AS PER AVAILIBLTY WITH PARTICULAR MODEL'S OF THE CRANE) SHOULD BE MADE AVAILABLE WITH THE OFFERED CRANE MODEL. THE HOOK BLOCKS SHOULD BE SUITABLE FOR HANDLING CRITICAL LOAD AND SUITABLE FOR LIFTING LOADS OTHER THAN CRITICAL LOAD IN CAPACITY OF THE CRANE.	
1.4	AGE OF THE CRANE: THE AGE OF THE CRANE SHOULD NOT BE MORE THAN TEN (10) YEARS AS ON DATE OF TECHNICAL BID OPENING. RELEVANT DOCUMENTS IN SUPPORT OF THE SAME SHALL BE FURNISHED BY THE BIDDER ALONG WITH OFFER. IN CASE THE DATE & MONTH OF CRANE MANUFACTURING IS NOT AVAILABLE, THEN 31ST DECEMBER OF THE MANUFACTURING YEAR OF THE CRANE SHALL BE CONSIDERED AS THE MANUFACTURING DATE. IN CASE THE MONTH IS WRITTEN WITHOUT A DATE, THEN LAST DAY OF THE RESPECTIVE MONTH SHALL BE CONSIDERED AS THE MANUFACTURING DATE.	
1.5	SAFETY DEVICES: - THE CRANE SHALL BE EQUIPPED WITH ALL THE FOLLOWING SAFETY DEVICES: a) CUT OFF DEVICES WHEN EXCEEDING THE PERMISSIBLE LOAD MOMENTS. ELECTRONIC CONTROL TO STOP ALL DANGEROUS OPERATION IN CASE OF INSTABILITY. SAFE LOAD INDICATOR WITH VISUAL DISPLAY IN OPERATORS CABIN FOR LOAD CHART, MAXIMUM ALLOWED LOAD, GROSS LOAD, NET LOAD ON HOOK, OPERATING RADIUS AND SINGLE BOOM/JIB LENGTH, BOOM/JIB SHEAVE HEIGHT ETC., AND FAULT DISPLAY b) HOIST & BOOM HOIST LIMIT SWITCHES c) DISPLAY ARRANGEMENT FOR SELF-ERROR DETECTION SYSTEM d) ANEMOMETER e) SELF-TEST SYSTEM f) ELECTRONIC INCLINOMETER THE OFFERED CRANE SHOULD HAVE BOOM TRAVEL LIMIT ALARM/STOP AND HOIST TRAVEL ALARM/STOP SAFETY FEATURES AS MINIMUM REQUIREMENT. OTHER ADDITIONAL SAFETY FEATURES, IF ANY, SHOULD BE MADE AVAILABLE TO USER WITHOUT ANY ADDITIONAL COST.	
1.6	THE BIDDER SHALL BE SOLELY RESPONSIBLE AND ACCOUNTABLE TO DEMONSTRATE FITNESS OF THE CRANE, AND SHALL CARRY OUT THIRD PARTY INSPECTION (TPI) INCLUDING LOAD TEST ETC., TO DEMONSTRATE FITNESS OF THE CRANE.	
1.7	BIDDER SHALL SUBMIT ALONG WITH TECHNICAL BID A COPY OF LOAD CHART, RANGE DIAGRAM, TECHNICAL DETAILS, ETC., OF OFFERED CRANE.	
1.8	BIDDER SHALL MAKE AVAILABLE THE COMPLETE SET OF MAIN BOOM & JIB ATTACHMENT WITH ALL OFFSET ANGLE ADJUSTMENT FACILITY AS SPECIFIED FOR THE CRANE IN ONE GO, THAT IS AT THE TIME OF MOBILIZATION. HOWEVER, THE CRANE SHALL BE INITIALLY AND SUBSEQUENTLY ASSEMBLED AS	

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	PER THE SITE REQUIREMENT TO BE SPECIFIED BY BHEL SITE ENGINEER. BIDDER SHALL FURNISH THE DETAILS OF MAIN BOOM & JIB CONFIGURATION OFFERED FOR RESPECTIVE CRANE IN THEIR TECHNICAL BID.
1.9	BIDDER SHALL SUBMIT SKETCH/ DRAWINGS/ MANUAL OF THE CRANE WITH BOOM LENGTH AND WORKING RADIUS AND OTHER CONSTRUCTIONAL DIMENSIONAL DETAILS OF CRANE FOR MEETING THE LIFT REQUIREMENT AS GIVEN IN THIS TENDER SPECIFICATION AND INDICATING CLEARANCE UNDER THE HOOK FROM THE TOP ELEVATION OF TOP PIECE AND OTHER ASPECTS (SUCH AS SLINGING/ HOOK BLOCK WEIGHT AND CLEARANCE UNDER THE HOOK) SHALL BE TAKEN INTO ACCOUNT TO MEET THE ABOVE LIFT REQUIREMENT.
1.10	THE CRANE SHALL BE USED FOR ERECTION OF BOILER, ESP, FGD, VARIOUS EQUIPMENTS, ROTATING MACHINES, STRUCTURAL ITEMS, PIPES AND ANY OTHER ITEMS OF BHEL JOB AT "BHEL-PSER BARH STAGE- I FGD PROJECT SITE, BIHAR".
1.11	BIDDER SHALL PROVIDE ALL LUBRICANTS, SPARE PARTS, FILTERS, OTHER NECESSARY CONSUMABLES (EXCEPT FUEL) AND THAT ARE NECESSARY TO FULFIL THE SCOPE OF SERVICES UNDER THIS SPECIFICATION WITHIN THE QUOTED RATES. BHEL/ BHEL'S ERECTION AGENCY WILL PROVIDE FUEL COMMENSURATE WITH UTILIZATION TIME AND AGREED CONSUMPTION RATE.
1.12	CONSUMPTION OF FUEL SHALL BE AS INDICATED BY THE BIDDER IN THIS OFFER (TECHNICAL BID). EXCESS CONSUMPTION, IF ANY, DUE TO INEFFICIENT ENGINE PERFORMANCE, LEAKAGE, THEFT AND OTHER REASONS ATTRIBUTABLE TO THE BIDDER/ SHALL BE ON THE BIDDERS ACCOUNT. THE BIDDER AT HIS OWN COST SHALL ARRANGE AND MEET THE HSD FUEL REQUIRED DURING BREAKDOWN MAINTENANCE.
1.13	BIDDER IS REQUIRED TO BRING SUFFICIENT NUMBERS OF STEEL MATS/ PLATES FOR PLACEMENT UNDER CRAWLER FOR MOVEMENT OF CRANE DURING EXECUTION OF JOB AT SITE ON ITS OWN WITHOUT ANY COST TO BHEL.
1.14	TECHNICAL BID & OWNERSHIP OF CRANE
1.14.1	THE BIDDER IS TO FURNISH ALL DETAILS REGARDING CORRECT SPECIFICATION OF CRANE AND AGE PROOF (REFER THE DETAILS NOTED ABOVE REGARDING "AGE OF THE CRANE"), OWNERSHIP DOCUMENTS LIKE INVOICE OF CRANE, INSURANCE, ETC. AND ALL OTHER RELEVANT INFORMATION REGARDING THE CRANE IN THE TECHNO-COMMERCIAL BID. IF BIDDER WANTS TO PROCURE AND DEPLOY CRANE, THEN BIDDER HAS TO SUBMIT DULY NOTARISED UNDERTAKING (TOWARDS DEPLOYMENT OF PURCHASED CRANE) ON NON-JUDICIAL STAMP PAPER WITH APPROPRIATE VALUE ALONG WITH THE COPY OF PROFORMA INVOICE AND PURCHASE ORDER/ CONFIRMATION LETTER FOR PROCUREMENT FROM SELLER, ETC. FINALISING CRANE MAKE AND MODEL.
1.14.2	BIDDER SHALL PROVIDE THE ACCEPTED MODELS WITH SL. NO. OF CRANE OFFERED ALONG WITH THEIR TECHNO-COMMERCIAL BID. HOWEVER, IN CASE OF EXIGENCY, IF IT IS NOT POSSIBLE BY THE BIDDER TO DEPLOY ANY OF THE ALREADY ACCEPTED MODELS OF CRANE, BIDDER MAY DEPLOY ANY OTHER MODEL OF CRANE ONLY ON RECEIPT OF APPROVAL FROM BHEL CONFIRMING TECHNICAL SUITABILITY AS PER TENDER.
1.14.3	BIDDER SHALL INDICATE THE PRESENT LOCATION OF THE SPECIFIC CRANE (SOURCE OF DEPLOYMENT) OFFERED, AS ON THE DATE OF BID-SUBMISSION OF THE TENDER. BHEL RESERVES THE RIGHT TO CHECK THE HEALTHINESS OF THE CRANE AND AUTHENTICITY OF THE LOCATION OF THE CRANE DURING SCRUTINY OF OFFER AND IF THE SAME IS NOT FOUND IN ORDER THEN TECHNICAL BID OF THE VENDOR SHALL STAND REJECTED.

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2.0	CRANE MOBILIZATION & DE-MOBILIZATION, TENTATIVE DEPLOYMENT SCHEDULE, CONTRACT PERIOD & DAILY WORKING HOURS					
2.1	PROJECT	CRANE CAPACITY	TENTATIVE DEPLOYMENT SCHEDULE	DURATION (MONTH)	EXTENSION (MONTH)	PROVISION
	BHEL-PSER NTPC BARH STAGE- I & II FGD PROJECT SITE, BIHAR	PROVIDING 2 NO. 150MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12 MT (MIN) AT 22 M RADIUS (MIN) BELOW HOOK AND TO OBTAIN CLEAR HEIGHT OF 55M ABOVE GROUND BELOW HOOK WITH MAIN BOOM WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE.	AUG-2026	03 MONTHS FROM START OF CONTRACT	01 MONTHS (SHALL BE INTIMATED 01 MONTH BEFORE EXPIRY OF CONTRACT PERIOD)	
2.2	DEPLOYMENT OF CRANE					
2.2.1	THE TENTATIVE DEPLOYMENT SCHEDULE OF THE CRANE IS INDICATED IN THE CLAUSE 2.1 ABOVE.					
2.2.2	THE MOBILIZATION PERIOD OF CRANE SHALL BE 15 (FIFTEEN) DAYS FROM THEIR RESPECTIVE DATE OF INTIMATION FOR MOBILIZATION BY CONSTRUCTION MANAGER- BHEL NTPC BARH STAGE-I & II FGD PROJECT SITE.					
2.2.3	SUCCESSFUL MOBILIZATION OF CRANE SHALL BE CONSIDERED ONLY AFTER TRANSPORTATION & PHYSICAL AVAILABILITY OF THE CRANE WITH ALL ITS ACCESSORIES IN GOOD ORDER & CONDITION, FUEL, OPERATOR, HELPER ETC. AT NTPC BARH STAGE-I & II FGD PROJECT SITE, DULY CERTIFIED BY CONSTRUCTION MANAGER- BHEL NTPC BARH STAGE-I & II FGD PROJECT SITE.					
2.2.4	MOBILIZATION PERIOD SHALL REMAIN UNCHANGED IN CASE OF PURCHASE OF NEW CRANE.					
2.2.5	CONTRACT PERIOD OF CRANE SHALL BE FOR 03 (THREE) MONTHS FROM THEIR RESPECTIVE START DATE OF CONTRACT WITH A PROVISION OF 01 (ONE) MONTHS EXTENSION PERIOD.					
2.3	THE START DATE OF CONTRACT SHALL BE RECKONED FROM THEIR RESPECTIVE DATE OF COMPLETE COMMISSIONING AND SUCCESSFUL LOAD TEST OF CRANE, DULY CERTIFIED BY CONSTRUCTION MANAGER- BHEL NTPC BARH STAGE-I & II FGD PROJECT SITE IRRESPECTIVE OF THEIR DATE OF SUCCESSFUL MOBILIZATION.					
2.4	IN CASE OF EXIGENCY / SITE REQUIREMENT, THE CONTRACT PERIOD MAY BE FURTHER EXTENDED FOR FURTHER 01 MONTHS (AS INDICATED ABOVE) ON SAME TERMS & CONDITIONS DEPENDING UPON ACTUAL SITE REQUIREMENT AND THE SAME SHALL BE INTIMATED BY BHEL TO CONTRACTOR 1 MONTH BEFORE EXPIRY OF CONTRACT PERIOD					
2.5	THE MONTHLY RATE THE PRESCRIBED RATE SCHEDULE/PRICE SCHEDULE SHALL REMAIN FIRM THOUGH OUT THE CONTRACT PERIOD INCLUDING THE EXTENDED PERIOD (IF ANY).					

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2.6	THE CRANE WITH OPERATOR, HELPERS AND SERVICE/MAINTENANCE STAFF SHALL REMAIN AVAILABLE FOR MINIMUM CUMULATIVE 14 HOURS/DAY (ANY PART OF THE DAY) INCLUSIVE OF 1-HOUR LUNCH BREAK.
2.7	DE-MOBILIZATION: COMPLETE DISMANTLING OF CRANE AND TRANSPORTATION OF THE CRANE WITH ALL ITS ACCESSORIES FROM SITE TO BE DONE BY VENDOR WITHIN 30 DAYS FROM THE DATE OF INTIMATION FOR DE-MOBILIZATION BY CONSTRUCTION MANAGER- BHEL NTPC BARH STAGE-I & II FGD PROJECT SITE.
2.8	IF THE PERFORMANCE OF CRANE IS NOT SATISFACTORY, THE CONTRACT SHALL BE LIABLE FOR TERMINATION WITHOUT PRIOR NOTICE.
3.0	CONSIGNEE
3.1	CONSIGNEE ADDRESS FOR THE CRANE IS AS FOLLOWS- CONSTRUCTION MANAGER, BARH SITE OFFICE, GANGA BIHAR, NTPC TRANSIT CAMP, P.O. BARH, PATNA BIHAR-803213.
4.0	CONTRACT PRICE
4.1	THE BIDDER SHALL QUOTE THEIR TOTAL PRICE STRICTLY IN ACCORDANCE WITH PRESCRIBED PRICE SCHEDULE OF VOLUME-III. TOTAL PRICE FOR THE TENDERED SCOPE OF WORK AT SCH-1 OF VOL-III, PRICE SCHEDULE WILL BE CONSIDERED FOR EVALUATION AND AWARDDING.
4.2	IN CASE THE BIDDER OFFERS MULTIPLE MODEL OF CRANE AND IN CASE MORE THAN ONE MODEL OF CRANE QUALIFIES THE TENDER REQUIREMENT, THEN PRICE FOR ALL SUCH ACCEPTABLE CRANES SHALL BE SAME. BIDDER TO QUOTE THEIR OFFER ACCORDINGLY.
5.0	SPECIFIC TERMS
5.1	FOR RECORDING THE HOURS OF OPERATION WITH ENGINE ON CONDITION, VENDOR IS REQUIRED TO MAINTAIN A SEPARATE REGISTER AT SITE, WHICH SHALL BE CERTIFIED BY BHEL SITE ENGINEER BEFORE RELEASE OF PAYMENT. THE RATES AS DERIVED IN PRICE SCHEDULE SHALL REMAIN FIRM THROUGHOUT THE ENTIRE CONTRACT PERIOD INCLUDING THE EXTENDED PERIOD (IF ANY).
5.2	THERE IS NO PROVISION FOR ANY ADVANCE PAYMENT BY BHEL FOR MOBILIZATION/ DE-MOBILIZATION ETC.
5.3	THE CRANE OPERATION SHALL BE EXECUTED UNDER THE USUAL CONDITIONS PREVAILING IN MAJOR POWER PLANT CONSTRUCTION AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL CO-OPERATE WITH ALL BHEL PERSONNEL, BHEL'S CUSTOMER, CUSTOMER'S CONSULTANTS AND ALL OTHER CONTRACTORS, COORDINATING THE CRANE MOVEMENTS WITH OTHERS AND WORK IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK OF THE PROJECT.
5.4	THE CONTRACTOR SHALL EXECUTE THE WORK IN MOST SUBSTANTIAL AND WORKMANLIKE MANNER. THE MATERIALS AND EQUIPMENT OF BHEL BY THE CRANE SHALL BE HANDLED WITH CARE AND DILIGENCE, WHILE SAME ARE HANDLED BY THE CRANE.
5.5.1	FOR UNLOADING, ASSEMBLY, DISASSEMBLY & LOADING OF CRANE, BHEL OR BHEL'S ERECTION CONTRACTOR SHALL PROVIDE SUITABLE ASSISTING CRANE WITH OPERATOR, WHEREAS CONTRACTOR SHALL ARRANGE SLINGS, D-SHACKLES, ETC AT THEIR OWN COST. FOR REARRANGEMENT, EXTENSION, REDUCTION, ETC OF BOOM AND JIB AS PER JOB REQUIREMENT DURING THE HIRING PERIOD, BHEL OR BHEL'S ERECTION CONTRACTOR SHALL PROVIDE SUITABLE REQUISITE CRANE WITH OPERATOR, WHEREAS CONTRACTOR SHALL ARRANGE SLINGS, D-SHACKLES, ETC. NO CLAIM IN THIS REGARD WILL BE ENTERTAINED BY BHEL.
5.5.2	DURING MOBILIZATION FOR TRANSPORTATION OF THE CRANE TO SITE, BHEL SHALL NOT PROVIDE ROAD PERMIT/ WAYBILLS.

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	BIDDER HAS TO PROVIDE AN UNDERTAKING IN THE TECHNO COMMERCIAL BID THAT IF THE BIDDER IS SUCCESSFUL THEN THE BIDDER SHALL ARRANGE ROAD PERMIT FOR TRANSPORTATION OF THE CRANE TO SITE ON THEIR OWN AND NOT ASK BHEL FOR ANY HELP IN THIS REGARD.
5.6	TOWARDS FULFILLMENT OF THE RELEVANT SAFETY NORMS, THE CONTRACTOR IS REQUIRED TO SUBMIT VALID TEST CERTIFICATE FOR THE CRANE TO BE DEPLOYED AT SITE. ON DEPLOYMENT, LOAD TEST IS TO BE CONDUCTED AT SITE FOR WHICH NECESSARY LOAD MATERIALS WILL BE PROVIDED BY BHEL FREE OF COST. LOCAL TRANSPORTATION OF LOAD MATERIALS SHALL BE IN THE SCOPE OF VENDOR.
5.7.1	OPERATION, MAINTENANCE AND ALL CONSUMABLES REQUIRED (EXCEPT FUEL) FOR REGULAR DAILY RUNNING OF THE CRANE AS PER THE WORKING HOURS MENTIONED ARE TO BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHOULD PROVIDE ADEQUATE NUMBER OF OPERATORS, HELPERS AND MAINTENANCE PERSONNEL TO ENSURE TROUBLE-FREE UNINTERRUPTED OPERATION, SERVICES AND MAINTENANCE OF THE CRANE AT SITE. IN CASE THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED CONSUMABLE, FILTERS, ETC IN TIME, BHEL RESERVES THE RIGHT TO SUPPLY THE SAME AND DEDUCT THE COST FROM CONTRACTOR'S BILL WITH 30% OVERHEAD.
5.7.2	CONTRACTOR SHALL PROVIDE ALL LUBRICANTS, SPARE PARTS, FILTERS AND OTHER NECESSARY CONSUMABLES (EXCEPT FUEL) THAT ARE NECESSARY TO FULFIL THE SCOPE OF SERVICES UNDER THIS SPECIFICATION WITHIN THE QUOTED RATES. BHEL/BHEL'S ERECTION CONTRACTOR WILL PROVIDE FUEL COMMENSURATE WITH UTILIZATION TIME AND AGREED CONSUMPTION RATE. CONTRACTOR HAVE TO PROVIDE FUEL CONSUMPTION RATE IN THEIR TECHNICAL OFFER
5.7.3	CONTRACTOR IS REQUIRED TO BRING SUFFICIENT NUMBERS OF STEEL MATS/PLATES FOR PLACEMENT UNDER CRAWLER FOR MOVEMENT OF CRANE DURING JOB AT SITE ON ITS OWN WITHOUT ANY COST TO BHEL.
5.8	NORMALLY THE MAINTENANCE/ GREASING ACTIVITIES IN THE CRANE SHALL BE DONE BY THE CONTRACTOR DURING RECESS PERIOD OR IN SUNDAY/ SITE HOLIDAY SO THAT NO WORKING DAY IS LOST FOR OUTAGE OF THE CRANE. HOWEVER, ANY BREAKDOWN/ REPAIR OF THE CRANE SHALL BE IMMEDIATELY ATTENDED BY CONTRACTOR AT HIS OWN COST & RISK. THE CONTRACTOR IS TO MAINTAIN STOCK OF ADEQUATE SPARES & CONSUMABLES WITH THE REQUIRED TOOLS & TACKLES AT SITE FOR THIS PURPOSE.
5.9	A LOG BOOK GIVING FULL OPERATION/ MAINTENANCE/ DOWNTIME IF ANY DETAILS FOR CRANE SEPARATELY SHALL BE MAINTAINED BY THE CONTRACTOR AT SITE AND REGULARLY ENDORSED BY BHEL SITE ENGINEER THROUGH HIS SIGNATURE ON DAILY BASIS OR AS PER THE SITE PROCEDURE.
5.10	IN CASE OF OPERATOR'S ABSENCE, THE CONTRACTOR SHALL ARRANGE ALTERNATIVE IMMEDIATELY FOR CONTINUATION OF SITE WORK SO AS NOT TO HAMPER THE TIME SCHEDULED ERECTION PROGRAM.
5.11	IF THE CRANE BECOMES IDLE / NON-OPERATIONAL DUE TO FAILURE ATTRIBUTABLE TO IT'S OWN MECHANISM OR DUE TO ANY OF THE REASONS AS PER SCOPE OF VENDOR, THE IDLE / NON-OPERATIONAL HOURS FOR MAKING THE CRANE READY WILL EITHER BE DEDUCTED FROM THE MONTHLY RENTAL CHARGES OF THE PARTICULAR CRANE ON PRO-RATA BASIS OF THE ACCEPTED MONTHLY LUMP SUM RENTAL CHARGE DIVIDED BY 26 DAYS, FURTHER DIVIDED BY 14 HOURS OR SHALL BE COMPENSATED BY WORKING THE LOST HOURS DURING EXTENDED HOURS OR ON HOLIDAYS, AT THE DISCRETION OF BHEL SITE ENGINEER. BHEL'S DECISION IN THIS REGARD SHALL BE FINAL & BINDING ON BIDDER.
5.12	LIQUIDATED DAMAGE SHALL BE APPLICABLE FOR DELAY ATTRIBUTABLE TO CONTRACTOR IN CRANE MOBILIZATION AT SITE.
5.13	HOLIDAYS SHALL BE AS OBSERVED BY BHEL AT SITE AND SUNDAYS SHALL BE CONSIDERED AS HOLIDAYS. HOWEVER, IN EXIGENCY, THE CRANE MAY BE REQUIRED TO BE OPERATED ON SUNDAYS AND SUCH HOLIDAYS.
5.14	CUMULATIVE WORKING HOURS PER DAY SHALL BE FOR 14 (FOURTEEN) HOURS INCLUSIVE OF ONE-HOUR LUNCH BREAK DAILY, EXCLUDING SUNDAYS & SCHEDULED HOLIDAYS. FOR CRANE WORKING BEYOND WORKING HOURS, OR ON SUNDAY/ HOLIDAYS WITH PRIOR PERMISSION OF

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	CONCERNED BHEL SITE ENGINEER, THE CONTRACTOR SHALL BE PAID ON PRO- RATA RENTAL CHARGE AS STATED BELOW, BASED ON CERTIFICATION OF THE BHEL SITE ENGINEER.
5.15	HOURLY RATE FOR WORKING BEYOND CUMULATIVE WORKING HOURS AND WORKING ON SUNDAYS AND HOLIDAYS = 25 % OF MONTHLY RENTAL CHARGES PER CRANE AS PER PRICE SCHEDULE DIVIDED BY 26 AND FURTHER DIVIDED BY 14 (i.e. MONTHLY RENTAL CHARGES/ (26 X 14)).
5.16	IN CASE THERE IS A TOTAL FAILURE OF CRANE, THE CONTRACTOR SHOULD REPLACE THE SAME AND BRING SUBSTITUTE CRANE WITHIN A DEADLINE OF 20 DAYS FROM OUTAGE OF THE CRANE, WHICH SHALL BE TREATED AS IDLE PERIOD AND NO RENTAL CHARGES PAYMENT SHALL BE MADE FOR THIS PERIOD FOR THE PARTICULAR CRANE. IN THE CASE OF CONTRACTOR'S FAILURE TO DO SO, BHEL SHALL MAKE ALTERNATIVE ARRANGEMENTS AT THE RISK & COST OF THE CONTRACTOR.
5.17	NECESSARY INSURANCE COVERAGE FOR THE CRANE INCLUDING THIRD PARTY LIABILITY AND FOR THE WORKMEN (COVERING WORKMEN'S COMPENSATION ACT, ETC.) ENGAGED BY THE CONTRACTOR ARE TO BE TAKEN AT HIS COST AND COPY OF THE SAME SHOULD BE SUBMITTED TO BHEL AT SITE BEFORE WORK COMMENCEMENT. IF ANY ACCIDENT/ INJURY OCCURS TO ANY OTHER PERSONS/ PUBLIC DUE TO PROVEN NEGLIGENCE/ NON-ADHERENCE TO RELEVANT SAFETY AND OTHER PRECAUTIONS ON THE PART OF CONTRACTOR/ ITS EMPLOYEES, THE CONTRACTOR SHALL REMAIN LIABLE TO PAY NECESSARY COMPENSATION AND OTHER EXPENSE, AS DECIDED BY APPROPRIATE AUTHORITIES/ AS PER STATUTORY NORMS.
5.18	THE CONTRACTOR SHALL FOLLOW & COMPLY WITH ALL SAFETY RULES OF BHEL AND THEIR CUSTOMER, RELEVANT PROVISIONS OF APPLICABLE LAWS PERTAINING TO SAFETY OF WORKMEN, EMPLOYEES, PLANT AND EQUIPMENT AS MAY BE PRESCRIBED FROM TIME TO TIME WITHOUT ANY DEMUR, PROTEST OR CONTEST OR RESERVATION. IN CASE OF ANY CONFLICT BETWEEN STATUTORY REQUIREMENT AND SAFETY RULES OF THE CLIENT REFERRED ABOVE, THE LATER SHALL BE BINDING ON THE CONTRACTOR UNLESS THE STATUTORY PROVISIONS ARE MORE STRINGENT.
5.19	ANY LOSS OR DAMAGE TO BHEL OR CUSTOMER'S PROPERTY DUE TO NEGLIGENCE OF THE CREW EMPLOYED BY THE CONTRACTOR IS ATTRIBUTABLE TO THE CONTRACTOR. BHEL SHALL NOT BE RESPONSIBLE FOR ANY ACCIDENT/ INJURY TO THE CONTRACTOR'S CREW/ STAFF DURING OPERATION OR OTHERWISE. CONTRACTOR HAS TO ASSUME FULL RESPONSIBILITY OF THE SAFETY OF THEIR CREW/ STAFF AND TO COMPLY WITH THE SECURITY/ SAFETY REGULATIONS OF BHEL AND OTHERS AT SITE.
5.20	BHEL SHALL PROVIDE SPACE FREE OF COST TO THE CONTRACTOR AT SITE, WHERE THEY ARE TO MAINTAIN A CONTAINER FOR WORKING FACILITY OF THEIR PERSONNEL AND KEEPING/ STORING OF THEIR REQUIRED HAND TOOLS, SPARES, SLINGS, CONSUMABLES ETC. AS NECESSARY. WATCH & WARD/ SAFETY AND SECURITY OF THE CRANE AT SITE SHALL BE THE RESPONSIBILITY OF THE VENDOR.
5.21	CONTRACTOR HAS TO MAKE THEIR OWN ARRANGEMENT FOR ACCOMMODATION, TRANSPORT AND OTHER AMENITIES LIKE MEDICAL ETC FOR THEIR CREW/ STAFF AT SITE AT THEIR OWN COST.
5.22	ALL THE STATUTORY REQUIREMENTS AS CALLED FOR BY THE LABOUR LAWS LIKE: PF, BOCW ETC. AND OTHER STATUTORY AUTHORITIES ARE TO BE MET BY CONTRACTOR AND PROOF OF COMPLIANCE SHOULD BE MADE AVAILABLE TO BHEL.
5.23	CONTRACTOR SHALL HAVE TO COMPLY THE STATUTORY DOCUMENTS REQUIREMENT AND HAVE TO ARRANGE ENTRY GATE PASSES FOR THEIR CREW/ STAFF AT THE CONSTRUCTION PLANT SITE. NECESSARY SUPPORT IN REGARD TO FORWARDING OF DOCUMENTS SHALL BE GIVEN BY BHEL.
5.24	ELECTRICAL POWER/ ILLUMINATION FOR YOUR CRANE OPERATION/ MAINTENANCE WORKS AT SITE SHALL BE PROVIDED BY BHEL AT FREE OF COST BASIS. HOWEVER, THE CRANE SHOULD HAVE IT'S OWN LIGHTS FOR MOVEMENT/ WORKING IN THE WORKING AREA AT SITE.
5.25	THE CONTRACTOR SHALL COMPLY WITH THE PLANT SECURITY REGULATIONS IN FORCE AT SITE IN ENTRY, EXIT, MOVEMENT & WORKING INSIDE THE PLANT PREMISES. THE CONTRACTOR SHALL ALSO ENSURE THAT ALL PERSONS ENGAGED BY HIM FOR THE WORK BEHAVE PROPERLY

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	WITH BHEL AND THEIR CLIENT. IN CASE OF ANY REPORTED MISBEHAVIOR, CONTRACTOR SHALL IMMEDIATELY WITHDRAW SUCH EMPLOYEE/ PERSON FROM WORK.
5.26	BIDDERS MAY NOTE THAT DEPLOYMENT OF CRANE TO ANY SITE AGAINST THE PRESENT TENDER CAN NOT BE CO-RELATED/ LINKED WITH ANY PREVIOUS OR ONGOING DISPUTES AROUSED UNDER ANY OTHER CONTRACT WITH BHEL/ BHEL'S CUSTOMER AND ANY SUCH LINKAGE ON THE PART OF BIDDER SHALL BE TREATED AS BREACH OF CONTRACT.
5.27	BIDDER MAY PLEASE NOTE DURING MOBILIZATION OF CRANE FOR MOVEMENT OF HEAVY CONSIGNMENTS WEIGHING THAN 20MT & WIDTH MORE THAN 10.5 FT. ADVANCE ROAD SURVEY AND LOGISTIC PLANNING SHALL BE DONE BY BIDDER OR BIDDER'S TRANSPORTER.
5.28	FOR TRANSPORTATION OF CRANE TO THE SITE, ALL THE FORMALITIES OF STATUTE ARE IN BIDDER'S SCOPE AND AS IT IS EXPECTED THE CRANE SHALL BE SELF-PROPELLED (MOVE ON ITS OWN ON WHEEL). THE RELEVANT UPDATED REGISTRATION DOCUMENTS & PERMISSION TO TRAVEL SHALL BE ESPECIALLY ENSURED BY BIDDER.
5.29	COMPLIANCE OF ALL FORMALITIES RELATED TO STATUTORY LABOUR LAWS, LIKE: LABOUR LICENSE, LABOUR INSURANCE, PF REGISTRATION FOR THEIR DEPLOYED WORKMEN, BOCW REGISTRATION ETC. SHALL BE IN THE SCOPE OF VENDOR. BHEL SHALL NOT PAY ANY CLAIM OF VENDOR ON THESE ACCOUNTS.
6.0	TERMS OF PAYMENT
6.1	THE CONTRACTOR SHALL SUBMIT THE RA BILL ONCE IN A MONTH AT THE END OF EACH MONTH. 100 % PAYMENT SHALL BE RELEASED FROM THE RESPECTIVE BHEL SITE WITHIN 45 DAYS OF SUBMISSION OF THE INVOICE (I.E AGAINST THE RA BILL) COMPLETE IN ALL RESPECT ACCOMPANIED BY BHEL ENGINEER'S CERTIFICATE WITH THE FOLLOWING DOCUMENTS, SUBJECT TO ITS COMPLETENESS & CORRECTNESS IN ALL RESPECT.
6.2	GST INVOICE IN TRIPLICATE BASED ON MONTHLY RENTAL CHARGE RATES AS PER PRICE SCHEDULE, VOLUME-III (LATEST REVISION) INCLUDING EXTENDED HOUR RUNNING CHARGES, IF ANY, AS PER LOG BOOK ENTRY OF THE CRANE AS PER RECORD, TO BE MAINTAINED BY THE CONTRACTOR (AS STATED IN RELEVANT CLAUSE), SHALL BE SUBMITTED FOR GETTING CERTIFIED BY BHEL SITE ENGINEER.
6.3	APPLICABLE GST SHALL BE RELEASED TO YOU UPON COMPLIANCE OF FOLLOWING:
6.3.1	YOU DECLARING SUCH INVOICE IN YOUR IFF/GSTR-1; AND THE SAME SHOULD BE AVAILABLE TO BHEL IN FORM GSTR-2B ELECTRONICALLY THROUGH THE COMMON PORTAL.
6.3.2	RECEIPT OF GOODS / SERVICES AND TAX INVOICE BY BHEL.
6.3.3	CONFIRMATION OF PAYMENT OF GST THEREON BY YOU ON GSTN PORTAL; AND CONFIRMATION OF PAYMENT OF SUCH GST TO THE GOVERNMENT THROUGH FILING OF GSTR-3B OF CORRESPONDING MONTH/QUARTER.
6.3.4	ABOVE IS SUBJECT TO RECEIPT OF GOODS / SERVICE AND TAX INVOICE THEREOF ALONG WITH YOU DECLARING INVOICE IN YOUR RETURN AND PAYING GST WITHIN TIMELINE PRESCRIBED FOR AVAILING ITC BY BHEL
6.4	50% (FIFTY PERCENT) OF MOBILIZATION AND DE-MOBILIZATION CHARGES FOR CRANE (AS MENTIONED IN SL NO. 2.0 OF SCH-2 OF PRICE SCHEDULE) SHALL BE PAYABLE AGAINST MOBILIZATION AND BALANCE 50% (FIFTY PERCENT) OF MOBILIZATION AND DE-MOBILIZATION CHARGES FOR CRANE SHALL BE PAYABLE AGAINST DE-MOBILIZATION. MOBILIZATION & DE MOBILIZATION CHARGES AS APPLICABLE, SHALL BE PAID AFTER CERTIFICATION OF BHEL SITE ENGINEER.
6.5	BHEL MAY RELEASE PAYMENT THROUGH ELECTRONIC MODE, FOR WHICH BIDDER SHALL COMPLY WITH NECESSARY REQUIREMENT PRIOR TO PAYMENT AS PER PRESCRIBED FORMAT.
7.0	LIQUIDATED DAMAGES (LD)
	SINCE TIME IS THE MAIN ESSENCE OF THE CONTRACT, CRANE TO BE MOBILIZED AT SITE WITHIN THE TIME LIMIT PRESCRIBED IN SL. NO. 2.2.2 ABOVE AND MOBILIZATION SHALL BE CONSIDERED AS DEFINED IN SL. NO. 2.2.2, 2.2.3 AND 2.2.4 ABOVE. IN CASE CONTRACTOR MOBILIZES THE CRANE BEYOND THE PERIOD SPECIFIED IN SL. NO. 2.2.2 ABOVE, BHEL WILL HAVE NO OBLIGATION TO ACCEPT THE CRANE AND RESERVES THE RIGHT TO LEVY LIQUIDATED

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	DAMAGES AT THE RATE OF 0.5% (HALF PERCENT) OF THE CONTRACT PRICE FOR DELAY PER WEEK OR PART THEREOF WITHOUT PREJUDICE TO ANY OTHER RELIEF OR COMPENSATION DUE TO BHEL UNDER ANY OTHER CONDITIONS OF THE ORDER SUBJECT TO A MAXIMUM LIMIT OF 10% OF THE CONTRACT PRICE. HOWEVER, THE TOTAL LD AMOUNT FOR THE CONTRACT SHALL NOT EXCEED 10% OF THE TOTAL AWARDED CONTRACT PRICE.
8.0	INSPECTION OF CRANE AND RIGHTS OF BHEL WHILE ALL CONTRACTORS ARE ADVISED TO FURNISH THE CORRECT SPECIFICATION OF THE CRANE TO BE PROVIDED IN THE TECHNICAL BID, BHEL RESERVE THE RIGHT TO INSPECT THE CRANE BEFORE PLACEMENT OF LOI AND TO REJECT THE SAME IN CASE IT IS NOT FOUND IN ORDER UP TO THE STATED SPECIFICATION. IN SUCH CASE OF REJECTION, CONTRACTOR HAS TO IMMEDIATELY SOURCE ALTERNATE CRANE FOR INSPECTION AND BHEL SHALL HAVE THE RIGHT TO FORFEIT THE EMD IN CASE CONTRACTOR FAILS TO OFFER THE CRANE FOR INSPECTION & BID OFFERED BY CONTRACTOR SHALL BE CANCELLED AND NOT TO BE FURTHER CONSIDERED.
9.0	ARBITRATION & JURISDICTION AS PER GCC.
10.0	REJECTION OF TENDER
10.1	THE ACCEPTANCE OF TENDER RESTS WITH BHEL WHICH DOES NOT BIND ITSELF TO ACCEPT THE LOWEST TENDER OR ANY TENDER AND RESERVES FULL RIGHTS OF REJECTION WITHOUT ASSIGNING ANY REASONS WHATSOEVER.
11.0	FORCE MAJEURE CONDITIONS AS PER GCC.
12.0	VALIDITY OF OFFER VALIDITY OF THE OFFER SHALL BE 180 DAYS FROM THE LATEST DUE DATE OF SUBMISSION OF OFFER. INTERESTED BIDDERS ARE ADVISED TO VISIT THE SITE TO ASSESS JOB CONTENT, SITE CONDITION ETC BEFORE QUOTING THEIR OFFER AGAINST THE ENQUIRY.
13.0	STATUTORY REQUIREMENTS THE CONTRACTOR SHALL ENSURE THAT ALL STATUTORY REQUIREMENTS PERTAINING TO CONTRACT EXECUTION, E.G INLAND LABOUR LAWS ETC ARE COMPLIED WITH AT SITE.
14.0	DELETED
15.0	SECURITY DEPOSIT SECURITY DEPOSIT SHALL BE APPLICABLE AS PER RELEVANT CLAUSE OF GCC.
16.0	PERFORMANCE BOND NOT APPLICABLE
17.0	PRICE VARIATION COMPENSATION (PVC) & OVER RUN COMPENSATION (ORC)
17.1	PRICE VARIATION COMPENSATION (PVC): NOT APPLICABLE.
17.2	OVER RUN COMPENSATION (ORC): NOT APPLICABLE.
18.0	HEALTH SAFETY & ENVIRONMENT
18.1	THE CONTRACTOR SHALL HAVE TO COMPLY SAFETY REQUIREMENTS OF BHEL AS PER "HEALTH, SAFETY & ENVIRONMENT PLAN FOR SITE OPERATIONS BY SUBCONTRACTORS" (HSEP14 REV. 02, DEC. 21, 2022) AS APPLICABLE.
19.0	TAXES AND DUTIES
19.1	ALL TAXES EXCLUDING GST (AS SPECIFIED ELSEWHERE IN THIS CLAUSE) & BOCW CESS (AS SPECIFIED ELSEWHERE IN THE TENDER) BUT INCLUDING, CHARGES, ROYALTIES, ANY STATE OR CENTRAL LEVY AND OTHER TAXES FOR MATERIALS IF ANY OBTAINED FOR THE WORK AND

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	FOR EXECUTION OF THE CONTRACT SHALL BE BORNE BY SUCCESSFUL BIDDER AND SHALL NOT BE PAYABLE EXTRA BY BHEL. 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. BIDDER'S QUOTED/ ACCEPTED RATES/ PRICE SHALL BE INCLUSIVE OF ALL SUCH REQUIREMENTS.
19.2	GST ALONG WITH CESS (AS APPLICABLE) LEGALLY LEVIABLE & PAYABLE BY SUCCESSFUL BIDDER AS PER GST LAW SHALL BE PAID BY BHEL, EXTRA. HENCE, BIDDER SHALL NOT INCLUDE GST ALONG WITH CESS (AS APPLICABLE) IN THEIR QUOTED RATES/ PRICE.
19.3	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.
19.4	SINCE GST ON OUTPUT WILL BE PAID BY BHEL SEPARATELY AS ENUMERATED ABOVE, BIDDER'S YOUR QUOTED RATES / PRICE SHOULD BE AFTER CONSIDERING THE INPUT CREDIT UNDER GST LAW AT BIDDER'S END.
19.5	TDS UNDER INCOME TAX ACT SHALL BE DEDUCTED AS PER PREVAILING IT RULES FROM THE BILLS.
19.6	TDS UNDER GST SHALL BE DEDUCTED AS PER PREVAILING GST RULES FROM THE BILLS.
19.7	TCS RELATED POINTS
19.7.1	YOU MAY COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961 IF APPLICABLE.
19.7.2	IN CASE, YOU COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, FOLLOWING COMPLIANCE IS REQUIRED.
19.7.2.1	TAN AND PAN OF VENDOR SHOULD APPEAR IN ALL INVOICES/CLAIMS. COPY OF TAN /TCS REGISTRATION IS TO BE SUBMITTED.
19.7.2.2	AMOUNT OF TCS AND ASSESSABLE VALUE ON WHICH TCS HAS BEEN CALCULATED SHOULD BE SPECIFIED CLEARLY IN THE INVOICE.
19.7.2.3	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.
19.7.3	IN CASE, YOU DO NOT COLLECT TCS UNDER SECTION 206C(1H) OF INCOME TAX ACT, 1961, FOLLOWING DECLARATION IS TO BE SUBMITTED ALONGWITH 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.
19.7.4	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.
19.7.5	YOU SHALL COMPLY WITH ALL STATUTORY AMENDMENT/NOTIFICATIONS IN THIS RESPECT.
19.8	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 – REFER ATTACHED GSTN CODE TABLE OF BHEL. NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS - SHALL BE INTIMATED LATER. SPECIFIC DETAILS OF BHEL GSTN, NAME AND ADDRESS AS STATED ABOVE, HAVE BEEN SPECIFIED ELSEWHERE IN THE TENDER.
19.9	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

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	– SHALL BE INTIMATED LATER. SPECIFIC DETAILS OF ABOVE SHALL BE INTIMATED TO SUCCESSFUL BIDDER BY BHEL AT APPROPRIATE JUNCTURE.
19.10	IN CASE OF DELAY IN SUBMISSION OF ABOVE MENTIONED DOCUMENTS ON THE DATE OF DESPATCH, 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.
19.11	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.
19.12	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.
19.13	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.
19.14	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.
19.15	WAY BILL: SUCCESSFUL BIDDER TO ARRANGE FOR WAY BILL / E-WAYBILL FOR ANY TRANSFER 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.
19.16	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.
19.17	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.
20.0	GUARANTEE
20.1	NOT APPLICABLE.
21.0	SECURED RECOVERABLE ADVANCES
21.1	SECURED RECOVERABLE ADVANCES, Clause no. 2.13 of GCC is not applicable for this tender.
22.0	QUANTITY VARIATION
22.1	AS PER GCC.
23.0	OTHERS

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23.1	ALL OTHER TERM & CONDITIONS OF THIS SPECIFICATION, NOT MENTIONED ABOVE SHALL BE GOVERNED BY THE PERTINENT PROVISIONS OF GCC.
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ANNEXURE-A: Technical Specification			
SL. NO.	DESCRIPTION	BHEL's REQUIREMENTS AS PER TCC	BIDDER'S COMPLIANCE
1	Name of crane manufacturer	Required	
2	Crane model no.	Required	
3	Crane Mfg. Year	Required	
4	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius)	150MT CLASS CAPACITY MID RANGE CRAWLER CRANE	
5	Boom & Jib Construction	LATTICE	
6	Total Main Boom Length	75 M and Above	
7	Jib Type	Fix Jib	
8	Jib Length & Jib angle	24 M (MIN) & MIN. 2 ANGLE OFFSET (LIKE 10 DEG, 30 DEG, ETC)	
9	Critical/Specific Weight Lifting Requirement	CRITICAL LOAD LIFTING CAPACITY OF 12MT (MINIMUM) BELOW HOOK AT AROUND 22M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55M (MINIMUM) ABOVE GROUND LEVEL WITH 85% CAPACITY OF RATED SAFE WORK LOAD AT LIFT RADIUS OF THE CRANE. (Dimension of Job (LxWxH): 8 M LENGTH × 8 M WIDTH × 5 M HEIGHT APPROX.). THE HOOK BLOCK WITH JOB WIDTH OF APPROXIMATELY 8 M (MINIMUM) MUST NOT FOUL WITH THE BOOM AT TOP OF THE JOB ELEVATION (TOP OF CRITICAL LOAD) OF 47 M.	
10	Crawler to Crawler outer dimension in mtrs	Maximum 7 M	
11	Heavy lift Attachment (HLA)	No	
12	LIFTING CAPACITY OF HOOK BLOCKS IN MT	AS PER AVAILABILITY WITH PARTICULAR CRANE MODEL'S OF THE CRANE (BIDDER TO DECLARE AVAILABILITY)	
12.a	1 no. of 150 MT lifting capacity	Required	
12.b	1 no. of 100 ~120 MT lifting capacity	Required	

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12.c	1 no. of 70~90 MT lifting capacity	Required	
12.d	1 no. of 30~50 MT lifting capacity	Required	
12.e	1 no. ball hook i.e. 10-15 MT	Required	
13	Safety Devices	Required	
13.a	Cut off devices when exceeding excessive load moment	Required	
13.b	Main Hoist, Jib Hoist & Boom Hoist limit	Required	
13.c	Travelling & Swing Flasher/Warning Buzzer.	Required	
13.d	Load Moment indicator (LMI)	Required	
13.e	Headlight and tail light must be available and in working condition.	Required	
13.f	Safety valve against pipe and hose rupture in case of hydraulic crane	Required	
14	Option for Crane model offered.	Yes / No	
15	Crane Load Chart with Range Diagram Enclosed	Required	
16	Crane Product Catalogue Enclosed	Required	
17	Crane Average Fuel Consumption Per Hrs.	Required (To be mentioned)	
18	Present Location of offered crane	Required (To be mentioned)	
NOTE	1. Bidders are required to fill up the details against sl. no. 1 to 18. 2. Bidders to furnish documentary evidence for all the details filled up. Bidders to note that their respective models shall be considered by BHEL only if all the minimum requirements are fulfilled. 3. Use additional sheet of this annexure if required.		

FORMS & PROCEDURES

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SN	Description	Form/Annexure No	Remarks
1.0	Forms		
1.1	Offer forwarding Letter/Tender Submission letter	Annexure-2	
1.2	Declaration by Authorised Signatory of Bidder	Annexure-5	
1.3	No Deviation Certificate	Annexure-3	
1.4	DECLARATION BY AUTHORISED SIGNATORY OF BIDDER	Annexure-6	
1.5	Declaration confirming knowledge about Site Conditions	Annexure-9	
1.6	Declaration for relation in BHEL	Annexure-11	
1.7	Non Disclosure Certificate	Annexure-7	
1.8	Bank Account Details for E-Payment	Annexure-14	
1.9	Form for seeking clarifications	F-8 (Rev 00)	
1.10	Capacity Evaluation of Bidder for current Tender	F-9 (Rev 00)	
1.11	Contract Agreement	F-10 (Rev 00)	
1.12	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY	Annexure-16	
1.13	Bank Guarantee for Security Deposit/ Performance Security	Annexure-17	
1.14	Bank Guarantee for Advance	Annexure-21	
1.15	Extension of Validity of Bank Guarantee	F-13 (Rev 00)	
1.16	Monthly Plan & Review with Contractors	F-14 (Rev 00)	
1.17	Monthly Performance Evaluation of Contractor	F-15 (Rev 04)	
1.18	LIST OF CONSORTIUM BANK	Annexure-18	

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1.19	Evaluation of Contractor Performance (Annual)	F-17 (Rev 01)	
1.20	Evaluation of Contractor Performance for the Contract (Overall)	F-18 (Rev 01)	

FORMS AND PROCEDURES

FORMS & PROCEDURES

SN	Description	Form/Annexure No	Remarks
1.21	Milestone Completion Certificate	F-19 (Rev 00)	
1.22	Completion Certificate	F-20 (Rev 01)	
1.23	Indemnity Bond	Annexure-22	
1.24	Consortium Agreement	F-22 (Rev 00)	
1.25	Refund of Security Deposit	F-23 (Rev 00)	
1.26	Refund of Guarantee Money	F-24 (WAM-11)	
1.27	Power of Attorney for Submission of Tender/Signing Contract Agreement	Annexure-15	
1.28	Analysis of Unit Rates Quoted	F-26 (Rev 00)	
1.29	RA Bill Format	WAM-6	
1.30	Final Bill Submission format with No Claim Certificate and No Demand Certificate	WAM-7	
1.31	PROFORMA FOR PERFORMANCE BANK GUARANTEE		
1.32	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY	Annexure-16	
1.33	PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT	Annexure-19	
1.34	PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT	Annexure-20	
2.0	Procedures		
2.1	Procedure and Business Rules for Reverse Auction	As per Company Policy	

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2.2	Integrity Pact	As per Company Policy	
3.0	Customer specific procedures		
3.1			

- BANK GUARANTEE FORMATS FOR "RELEASE OF AMOUNTS WITHHELD/ LIQUIDATED DAMAGES AMOUNT",

"SUPPLY FREE ISSUE MATERIAL", "EARNEST MONEY" & "RETENTION AMOUNT" IS ALSO GIVEN.

: will be released later

FORMS AND PROCEDURES

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender No.:

Having examined the tender documents against your Tender No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

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I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name: Address:

Place:

Date:

ANNEXURE- 3

NO DEVIATION CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Tender No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender No.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized
representative of the bidder)**

Date:

Place:

ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) Tender Specification No:

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

ANNEXURE – 6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender) Dear

Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) Tender No. & Date:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Date:

ANNEXURE- 7

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL <PS-..... **Region**> is committed to Information Security Management System as per their Information Security Policy.

Hence,

I/We

M/s

.....
who are submitting offer for providing services to BHEL <PS-.....**Region**> against Tender No..... hereby undertake to comply with the following in line with Information Security Policy of <PS-.....**Region**>.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL <PS-..... **Region**>.

**(Signature, date & seal of Authorized
Signatory of the bidder)**

Date:

ANNEXURE – 9

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: 1) Tender Specification No:

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

**(Signature, Date & Seal of Authorized
Representative of the Bidder)**

Date:

Place:

ANNEXURE – 11

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (√) any one as applicable:

The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

1. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.

2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

ANNEXURE – 14

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED)**
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

FORMS & PROCEDURES

Form No: F-08 (Rev 00)

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

SI no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				

3				
----------	--	--	--	--

Yours faithfully,

Authorized

(Signature, date & seal of
Representative of the Bidder)

FORMS & PROCEDURES

Form No: F-09 (Rev 00)

CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

SL NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETED	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							

NOTES:

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.
2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.

3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

Signature DATE :

PLACE:

Name, Designation & Seal of Bidder

FORMS & PROCEDURES

CONTRACT AGREEMENT

Form No: F-10 (Rev 00)

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector – Region

CONTRACT AGREEMENT

AGREEMENT NO. _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER)

FORMS & PROCEDURES

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____
_____ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.---
-----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.----- dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----e xecuted by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

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The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.----- executed by ----- in favour of BHEL valid upto --- ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.-----(Rs.----- vide Bank draft No.--- -----dated -----and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.--- ----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

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7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
16. The following documents
 1. Invitation to Tender No----- and the documents specified therein.

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2. Contractor's Offer No----- dated-----

3. _____

4. _____

5. _____

6. Letter of Intent No _____ dated _____.

7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONT

RACTOR)

(to be signed by a person holding
a valid Power of Attorney)

1.

2.

WITNESS

(For

and on behalf of BHEL)

1.

2.

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ANNEXURE – 17

BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value) -----

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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 ¹through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at.....² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first 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 Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, 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 thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank 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/ satisfactory completion of the performance guarantee period as per the terms of the 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 or discharged.

WeBANK 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 Vendor / Contractor / Supplier 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 Vendor / Contractor / Supplier 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 reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force up to and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier 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.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

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.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ 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.

For and on behalf of

(Name of the Bank)

Dated.....

Place of Issue.....

¹

NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited ²

NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³

DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE ⁴

CONTRACT VALUE ⁵

PROJECT/SUPPLY DETAILS ⁶

BG AMOUNT IN FIGURES AND WORDS ⁷

VALIDITY DATE

⁸ *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.

ANNEXURE – 18**LIST OF CONSORTIUM BANK**

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited

18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

**ANNEXURE-19 PROFORMA OF INSURANCE SURETY BOND TOWARDS
EARNEST MONEY DEPOSIT**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To,
**Bharat Heavy Electricals Limited,
Power Sector Eastern Region, Sub-
Contracting Department, DJ-9/1,
Sector-2, Salt Lake City, Kolkata-
700091, West Bengal.**

Dear Sirs,

In accordance with Invitation for Bids under your Tender Ref. No.,
M/s.....

[Bidder's Name] having its Registered/Head Office at
..... (hereinafter called the 'Bidder')
wish to participate in the said bid for [Name of Package]
.....
.....

..... as
..... an irrevocable
Insurance Surety Bond against Earnest Money Deposit for an amount of
.....(*) valid for(**)
..... days from(***) required to be submitted by the Bidder as a condition
precedent for participation in the said bid which amount is liable to be forfeited on the
happening of any contingencies as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer]

..... having our Head Office at (#)..... guarantee

and undertake to pay immediately on demand by **Bharat Heavy Electricals Limited** (hereinafter called the 'Employer') the amount of

..... (*) without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and remain in full force for a period of

..... (**) days from the latest due date of bid opening and a claim period of (@)..... days. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

ANNEXURE-19 PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of..... 20..... at

(Signature)

..... (Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney

No.....

Date.....

WITNESS :

1.(Signature)

.....(Name)

.....(Official Address)

2.(Signature)

.....(Name)

.....(Official Address)

NOTE :

1. (*) The amount as specified in the Notice inviting Tender (NIT). (**) This shall be the duration of Offer Validity Date.
(***) This shall be the latest date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be expiry of claim period & may be kept 3-6 months beyond the validity date
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state (s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,
Bharat Heavy Electricals Limited,
Power Sector Eastern Region, Sub-
Contracting Department, DJ-9/1,
Sector-2, Salt Lake City, Kolkata-
700091, West Bengal.

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s** **(Contractor's name)** having its

Registered /Head Office at

(Address) (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award/Letter of Intent No. **dated****dd/mm/yyyy** and the same having been unequivocally accepted by the contractor, valued at **Rs.** **(Rupees** **only)** and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to% (percent) of the said value of the Contract to the Employer amounting **Rs.**

..... **(Rupees** **Only).**

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

We **[Name & Address of the Insurer]**
..... having its Head Office at
..... (hereinafter referred to as the 'Insurer',
which expression shall, unless repugnant to the context or meaning thereof, include its
successors, administrators, executors and assigns) do hereby guarantee and undertake to pay
the Employer, on demand any and all amount payable by the Contractor in terms of the
agreement to provide Security Deposit, to the extent of **Rs. (Rupees**
.....

Only) as aforesaid at any time up to **dd/mm/yyyy... [#]** without any
condition, demur, reservation, contest, recourse or protest and/or without any reference to the
Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and
binding notwithstanding any difference between the Employer and the Contractor or the Insurer
and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other
authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency
and or any period extended under the contract, without prior consent of the Employer and
further agrees that the guarantee herein contained shall be enforceable till
.....**dd/mm/yyyy... [@].**

(To be stamped in accordance with Stamp Act of India)

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer
under this Insurance Surety Bond, from time to time to extend the performance of the Contract
by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of
the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall
at no point in time have an option of revoking the same, The Employer shall have the fullest
liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise
of any powers vested in them or of any right which they might have against the Contractor, and
to exercise the same at any time in any manner, and either to enforce or to forbear to enforce
any covenants, contained or implied, in the Contract between the Employer and the Contractor

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs.**

..... **(Rupees**
..... **Only)** and it shall
remain in force up to and including**dd/mm/yyyy... [#]** and shall be extended
from time to time for such period, as may be desired by **M/s**
.....**(Contractor's name)**... on whose behalf this
Insurance Surety Bond has been given.

Dated this..... day of..... 20 at.....

(Signature)

(Name)

(Designation with Insurer Stamp)
No.....

Authorised Vide Power of Attorney

Date.....

WITNESS :

1.(Signature)

.....(Name)

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

.....(Official Address)

(To be stamped in accordance with Stamp Act of India)

2.(Signature)

.....(Name)

.....(Official Address)

Note
s:

- 1) **# Validity date:** The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.
- 2) **@ Date of Expiry of Claim Period:** The Claim period may be kept 3 to 6 months beyond the validity date.
- 3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

- 5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ANNEXURE-21

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To
NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited¹ (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 _____ through its Unit at _____ (name of the Unit) having awarded to _____ (Name of the Vendor / Contractor / Supplier), with its registered office at _____ (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref

No.....dated valued at
Rs.....(Rupees-----)/FC.....(in words
.....)
for.....(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Vendor/Contractor/Supplier, a sum of Rs..... (Rupees..... only), equivalent to _____ % of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by a guarantee for Rs/ FC ----- (Rupees/ FC -----) from a Bank as hereinafter appearing.

We, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and a branch at _____ being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount but not exceeding Rs/FC ----- (Rupees/FC -----) without any demur, merely on your first demand 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. _____.

ANNEXURE-21

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, 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 Vendor/Contractor/supplier shall have no claim against us for making such payment.

We, theBank 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 or discharged.

We Bank further agree 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 Vendor/Contractor/Supplier 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 Vendor/Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Vendor/Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplier 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 Vendor/Contractor/Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplier's liabilities.

This Guarantee shall remain in force up to and including..... and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor/Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liabilities under this Guarantee.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

ANNEXURE-21

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

Notwithstanding anything to the contrary contained hereinabove:

The liability of the Bank under this Guarantee shall not exceed.....

This Guarantee shall be valid up to

Unless the Bank is served a written claim or demand on or _____ before
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.....

Place of Issue.....

For and on behalf of

(Name of the Bank)

¹ NAME AND ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF VENDOR /CONTRACTOR / SUPPLIER

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE AND PROJECT/SUPPLY DETAILS

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 exceptional circumstances where advance payment is to be made to a vendor and the Unit has contractually agreed with the Contractor/ Vendor for periodic reduction in Advance Bank Guarantee, if required the following clause may be added in the BG Text-

"The liability under this Guarantee shall stand reduced proportionally on periodic basis, in accordance with the value of effected shipment/dispatches/services completed on written confirmation by BHEL."

5. 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-

ANNEXURE-21

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.

FORMS & PROCEDURES

Form No: F-13 (Rev 00)

FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

- 1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated 2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank**

BANK GUARANTEE No:

Date:.....

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:..... Dated for
..... Rs in favour of yourself, expiry date
....., on
account of M/s in respect of Contract
Number....., (herein after called the Original bank Guarantee)

At the request of M/s....., we
Bank, having its branch Office at and having
Head office at, do hereby extend our liability under the above mentioned
Bank Guarantee number..... dated for a further period of
.....Months/years from to expire on
.....

Except as provided above, all other terms and conditions of the Original Bank
Guarantee No Dated..... shall remain unaltered and
binding on us.

Kindly treat this extension as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully

Signature.....

Name & Designation.....

Power of Attorney/Signing Power No

Seal of Bank

POWER SECTOR - EASTERN REGION, KOLKATA

Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No. : F-15 (Rev 04)

Page 1 of 3

Project		Vendor			Package/Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/ Scheduled Date	Supporting Documents
QUALITY			10			
#1.01	Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available	QUALITY	1.5		Quality Officer or his authorised nominee should be available for all the days of working at site	Daily Log Book entry/ Incident Registers/ letter references
#1.02	Percentage submission of test certificates for batches of welding electrodes, cement, sand , aggregate, consumable, Paints etc as applicable for this month OR In case of MM & MH package, monthly checks for Storage/Preservation of material.	QUALITY	2		Submission of 100% Test certificates for materials as per FQP is mandatory. MM & MH package: Storage/Preservation as per manual/procedure.	Daily Log Book entry/ Incident Registers/ letter references
#1.03	Number of incidences of improper storage & preservation (not in accordance to the guidelines of BHEL MUs or approved FQP) of materials, consumables (viz. gases, welding electrodes & fluxes, fuel etc.) & bought-out items (paints, fasteners etc.) under the custody of the contractor	QUALITY	1.5		Total number of non-compliances	Daily Log Book entry/ Incident Registers/ letter references
#1.04	Delay in preparation & submission of signed protocols / log sheets / site register / NDT test reports as per approved FQP/ Qualified Welder List along with photocopies of Welder ID cards / Welder Performance Evaluation records etc in the month OR in case of MM / MH package reconciliation statement / verification report.	QUALITY	1.5		Within 2 days of measurements taken or within first 3 working days of next month, as advised by BHEL Engineer	Daily Log Book entry/ Incident Registers/ letter references
#1.05	Number of instances for Major equipment/product failure due to negligence/improper work/poor workmanship by contractor	QUALITY	1.5		No such event should happen	Daily Log Book entry/ Incident Registers/ letter references
#1.06	% failure against any test conducted during the month leading to rework/ loss of time/ money.	QUALITY	2		Failures due to reasons attributable to contractor should be as minimum as possible.	Test reports
PERFORMANCE			70			
#2.01	Cumulative number of days of delay in submission of signed Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14 all sections) alongwith all supporting documents viz drawings/ layout plans/ piping schedule and other relevant documents as applicable for individual packages.	PERFORMANCE	4		Number of days delayed from second working day of the month	Form 14/ letter references

Name and Signature of BHEL Package In-Charge

Name and Signature of Contractor

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No. : F-15 (Rev 04)

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#2.02	Cumulative number of days of delay in submission of signed Review FOR PREVIOUS MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14 all sections) alongwith all supporting documents viz drawings/ layout plans/ piping schedule and other relevant documents as applicable for individual packages.	PERFORMANCE	4		Number of days delayed from 7th day of the month	Form 14/ letter references
#2.03	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	PERFORMANCE	1		Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day	Daily Log Book entry/ Incident Registers/ letter references
#2.04	Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month as per Form-14.	PERFORMANCE	40		As per Part-A of Form-14	Progress review formats
#2.05	% reduction of 'cumulative shortfall attributable(upto previous month) to contractor' during the month	PERFORMANCE	10		As per Part-A of Form-14: If B>0 then % reduction =[(B-E)*100]/ B If B <=0 then "Score Obtained"=10	Form-14

Project		Vendor			Package/Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/ Scheduled Date	Supporting Documents
#2.06	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month, alongwith FQP log sheets / protocols / HR documents / Monthly Progress Reports for the work executed during the month under measurement	PERFORMANCE	5		Number of days delayed / Scheduled date is 7th day of next month	Bill submission/ Letter references
#2.07	Number of times the Top Management of contractor did not respond to critical issues of site, for the month including call for meetings by BHEL/Customer and other interactions.	PERFORMANCE	2		Total number of instances	Letter references
#2.08	Number of cases observed for non-cooperation / creating work hinderances/ refusal for Rework/ Supplementary work required for completion of contractual scope/ non-acceptance of contractual conditions at site.	PERFORMANCE	1.5		Total number of such cases	Documentary proof of rejection / delay in initiating rework as per records.
#2.09	Number of cases noticed due to wastage/ damage of BHEL supplied material leading to damages/ losses to BHEL.	PERFORMANCE	1.5		Total number of such cases	Site observations/ Letters
#2.10	No of reported cases of non-Adherence / Compliance to online systems created by BHEL w.r.t Billing/ planning/ welding procedures/ quality/ HSE etc.	PERFORMANCE	1		Total number of non-compliances	System records/ letters
RESOURCES			6			
#3.01	Percentage of Manpower Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	3			Progress review formats/ Daily Log Book entry/Incident
					As per Part-B2 of Form-14	

Name and Signature of BHEL Package In-Charge

Name and Signature of Contractor

POWER SECTOR - EASTERN REGION, KOLKATA

Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

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#3.02	Percentage of T&P Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	3		As per Part-B1 of Form-14	Registers/letter references Progress review formats/ Daily Log Book entry/Incident Registers/letter references
SITE INFRASTRUCTURE & SERVICE			2			
#4.01	Number of non-compliances during the month for Statutory requirements like validity of Labour Licence, Insurance Policy, Labour Insurance, PF, BOCW Compliance etc and any other applicable laws/ Regulation, Electrical Licence, T&P fitness certificate, Contractors' All Risk Policy etc as applicable	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances	Daily Log Book entry/ Incident Registers/ letter references
#4.02	Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assembly area and other designated areas by BHEL site.	SITE INFRASTRUCTURE & SERVICE	0.5		Total number of non-compliances/random checks	Daily Log Book entry/ Incident Registers/ letter references
#4.03	Total number of instances in the month, House keeping NOT attended to inspite of instructions by BHEL -i.e. removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc from the working area to identified locations	SITE INFRASTRUCTURE & SERVICE	0.5		Total number of non-compliances/random checks	Daily Log Book entry/ Incident Registers/ letter references
SITE FINANCE			2			
#5.01	Number of days delayed in making labour payments for the last month by 7th of this month	SITE FINANCE	1.5		Number of days delayed / Scheduled date is 7th day of next month	Online System/ Payment receipt

Project		Vendor			Package/Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/ Scheduled Date	Supporting Documents
#5.02	Number of times the site operations were hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE	0.5		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
HSE			10			
#6.0	Performance against HSE Parameters (as per Annexure-AA of Form-15)	HSE	10			
Total			100			

Less Deduction in Score Due to Fatal Accidents attributable to the Contractor @ 20 points/ accident	
Less Deduction in Score Due to Major Accidents (Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident,	

Name and Signature of BHEL Package In-Charge

Name and Signature of Contractor

POWER SECTOR - EASTERN REGION, KOLKATA
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FORMS AND PROCEDURES (VOL-IE)

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No. : F-15 (Rev 04)
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Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 2 points/ accident		
Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @3 points in a month on verification any day		
Final Score		
Performance Score Summary for the Month	Total Score	Score Obtained
QUALITY	10	
PERFORMANCE	70	
RESOURCES	6	
SITE INFRASTRUCTURE & SERVICE	2	
SITE FINANCE	2	
HSE & SA	10	
Total	100	

Name and Signature of BHEL Package In-Charge

Name and Signature of Contractor

Monthly Safety Performance Evaluation of Contractor

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
1a	Induction training for new workers conducted through audio-visual medium & documented?	M	2	Induction Training Records
1b	Tool box talk conducted regularly as per plan, and documented?	M	1	Toolbox Talk Records
1c	Contractor in charge and safety in charge attended safety meetings?	M	2	Minutes of Meeting
1d	Whether observations in safety meetings are complied before next meeting?	M	2	-do-
1e	Preparation and submission of Monthly HSE report within stipulated time	M	1	Report submission date
1f	Preparation and submission of Incident/near-miss report and RCA Report (as applicable) within stipulated time	M	1	Incident/ Near Miss Records
1g	Carrying out Inspections and submission of Inspection reports within stipulated time	M	1	Inspection Records
1h	Regular Job Specific Training ensured for High Risk Workers (through audio-visual medium) as per plan	M	1	Training & Attendance Records
2a	Whether the contractor is registered under BOCW		1	BOCW Registration Certificate
2b	Availability of Qualified safety officer (1 for every 500 labour)	M	2	Safety Officer qualification & experience records
2c	Availability of Qualified safety supervisor (1 for every 100 labour)		2	Safety Officer qualification & experience records
2d	All the workers are provided and using safety helmets and safety shoes/gum boots	M	2	PPE Issue Records, Inspection/ non-conformity records
2e	Housekeeping done on regular basis and scrap removal at site	M	1	Housekeeping records, Inspection/ non-conformity records
2f	Usage of Goggles/Face shields and Hand gloves for gas cutter and grinders		1	PPE Issue Records, Inspection/ non-conformity records
2g	Wall openings & floor openings are guarded?		1	Inspection/ non-conformity records
2h	Adequate illumination provided in all working area?		1	Inspection/ non-conformity records
2i	Safety posters, sign boards and emergency contact numbers in all prominent location are displayed?	M	1	Inspection/ non-conformity records
2j	Availability of automatic reverse horns, Main horn, hook latches for Vehicles, mobile cranes, Hydras		1	Inspection/ non-conformity records
2k	Ban of carrying mobile phones to work place is implemented for workers		1	Inspection/ non-conformity records

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

2l	Availability of Tags & Inspection Certificates for Cranes of all capacities		1	Master T&P List with internal & external test details
2l.2	Availability of Tags & Inspection Certificates for Winches of all capacities		1	Master T&P List with internal & external test details
2l.3	Availability of Tags & Inspection Certificates, color coding for Chain pulley blocks		1	Master T&P List with internal & external test details
2l.4	Availability of Tags & Inspection Certificates for Vehicles - Trailers, Dozers, Dumpers, Excavators. Mixers etc		1	Master T&P List with internal & external test details

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
2l.5	Availability of Tags & Inspection Certificates for Welding machines, grinders, Drilling machines, etc		1	Master T&P List with internal & external test details
2l.6	Availability of Tags & Inspection Certificates, color coding for Wire rope slings etc		1	Master T&P List with internal & external test details
2l.7	Availability of Tags & Inspection Certificates for Batching plants		1	Master T&P List with internal & external test details
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tagout permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet (MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	M	1	
3d	Availability of rest rooms for workers at site or alternative arrangement	M	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with Co ₂ fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools?		1	-do-

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 3oma ELCB / RCCB and MCB for protection and conducting periodical checkup?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records
7a	Whether Scaffolding pipes made with steel or aluminium, are being used and checked periodically by experienced/ certified scaffolder?		2	Inspection/ non-conformity records
7b	8mm Stainless Steel wire rope with plastic cladding is provided for life line (Vertical / Horizontal) during height work?		2	-do-
7c	Availability of emergency lighting in case of power failure		1	-do-

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

7d	Whether all the openings are covered with Safety Nets made of fire proof Nylon?		1	-do-
7e	Whether MS pipe rails around staircases & platforms in usage are provided with top, middle rails and toe guard?		1	-do-
7f	Whether Ladder with vertical life line /Fall arrestor is available to climb?		1	-do-
7g	Whether all workers deployed for working at height have been issued height pass after undergoing vertigo test?		1	Height Pass records
7h	Whether all workers deployed for height work / climbing ladder are provided and using Double lanyard safety belt?		1	PPE Issue records, inspection/ non-conformity reports
7i	Is all hand tools/Small material used by height workers is tied firmly to prevent fall?		1	-do-
8a	Flash back arrestors for all gas cutting sets is available on Torch side and cylinder side		1	Inspection/ non-conformity records
8b	Oxygen/Acetylene/LPG cylinders not in use have caps in place and stored separately?		1	-do-
8c	Availability of Face screen, Hand gloves, and Apron, for welders		1	-do-
8d	Protection from falling hot molten metal during metal cutting / welding at height by providing GI sheet below the cutting area especially in fire prone areas		1	-do-
9a	Pre-employment medical check-up done for all workers and submitted?		1	Medical check records
9b	Availability of first aid centre, with MBBS doctor (Own or Sharing basis)	M	2	Attendance records
9c	Availability of Ambulance facility 24 hours (Own or sharing basis)	M	2	-do-
9d	Is First aid trained personnel are available and their names are displayed at site?	M	1	-do-
9e	Availability of Emergency vehicle at site		1	
SL	Parameter for Measurement	M/O	Mx	Supporting Documents
9f	Periodical medical check-up is conducted for all the workers and submitted?		1	Medical check records
9g	Availability of sufficient number of first aid box as per standard list and maintaining record		1	Inspection records
10a	Availability of Fire extinguishers, buckets at all vulnerable points		2	Fire extinguisher records
10b	Periodic fire mock drill conducted?		1	Fire, Mock drill records
10c	Are all flammable materials are stored separately?		1	
10d	Periodic grass cutting is done in material storage area?		1	

POWER SECTOR - EASTERN REGION, KOLKATA
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10e	Availability of 24V DC lighting in confined space work area		1	
10f	Availability of exhaust fan in confined space work area		1	

[Legend: **M**: Mandatory, **O**: Optional, **Mx**: Maximum Possible Score of the Parameter]

NOTE:

- Points other than mandatory can be excluded with appropriate justification (scope etc.) by BHEL. Score obtained in selected parameters divided by maximum possible score of selected parameters shall be multiplied by 10 for use in Sl. No. #6.0 as detailed on Page 4 of Form F15
- There shall be deduction of marks from overall score for Fatal/ Major/ Minor Accidents and for not maintaining labor colony as detailed on Page 4 of Form F15

FORMS & PROCEDURES

Form No: F-19 (Rev 00)

MILESTONE COMPLETION CERTIFICATE (issued by BHEL on the specific request of Contractor)

Ref :

Date:

To,

(Name & address of Contractor)

Dear Sir,

References

1. Contract No:
2. Job Description:

This is to hereby confirm that the following Milestone Activity has been achieved in respect of the Contract /Job under reference

SI No	Milestone Activity	Remarks

This certificate is issued as per your request vide letter no without any prejudice to the rights of BHEL in line with the terms and conditions of the above referred Contract

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head
(Subcontracts)

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FORMS & PROCEDURES

Form No: F-20 (Rev 01)

CONTRACT COMPLETION CERTIFICATE (Issued by BHEL/HQ on the specific request of Contractor)

Ref :
Date:

To Whom so ever it may concern

1	DESCRIPTION OF WORK	
2	NAME AND ADDRESS OF THE CONTRACTOR	
3	CONTRACT NO	
4	CONTRACT VALUE	
5	LETTER OF INTENT NO & DATE	
6	CONTRACT PERIOD//CONTRACT DURATION	
7	DATE OF START/COMPLETION	
8	FINAL EXECUTED VALUE	

9	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTORY
---	-------------	--

This certificate is issued as per your request vide letter no
without any prejudice to the rights of BHEL to use this certificate for evaluation of
your offers for future tenders Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

INDEMNITY BOND

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

This Indemnity Bond executed by <name of company> having their Registered Office at
<xxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated
under the Companies Act, 1956, having
its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit
at Power Sector-
_____ Region, _____, _____ State. (Hereinafter
referred to as the
Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of
this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of
“xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx”.

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor , the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

ANNEXURE-22

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

In witness where of M/s xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on
behalf of M/s
xxxxxxxxxxxxxxxxxx

Witness:

- 1.
- 2.

FORMS & PROCEDURES

Form No: F-22 (Rev 00)

CONSORTIUM AGREEMENT

(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____, (The First Party, i.e, the Bidder) a company incorporated under the Company's Act 1956, having its registered office at _____ (herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s _____, (The Second Party, i.e, the associates), a company incorporated under the Company's Act 1956, having its registered office at _____ (herein after called the " Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of

_____, at _____ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____ (The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to _____ bid by the Owner for _____ as detailed in the

FORMS & PROCEDURES

Bid doc. no. < TENDER REF----->

AND WHEREAS M/s _____ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of _____ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is _____ being entered into with M/s _____ (The Second Party, the Associates), who fully meet the balance part of the said works _____).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various _____ items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Lead Partner) and will be responsible for the entire works.

FORMS & PROCEDURES

CONSORTIUM AGREEMENT

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely

4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely

5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.

6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring

FORMS & PROCEDURES

Equipments (MME s), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.

8. It is agreed interse between t he parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____(Place) .

WITNESS

For

1. NAME (FIRST PARTY)

2. OFFICIAL ADDRESS

WITNESS

For

1. NAME (SECOND PARTY)

2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the " JOINT DEED OF UNDERTAKING " in the format to be made available by BHEL at the time of awarding].

FORMS & PROCEDURES

REFUND OF SECURITY DEPOSIT

To,
The Construction Manager
BHEL Site Office

- Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No:

Work:.....

.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:..... dated In line with Tender conditions (GCC clause no 1.11), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: _____
representative of Contractor

Authorised

=====

To be filled up by BHEL

1. Security Deposit to be refunded:
 - a. Cash Portion:
 - b. BG Portion :
2. Less
 - a. Amount spent by BHEL on behalf of Contractor:
 - b. Payments made by BHEL on behalf of Contractor:
 - c. Other recoveries for Services etc
 - d. Any other recoveries
 - e. Total of 'a' to 'd':

FORMS & PROCEDURES

3. Net Amount to be released (1-2) :

4. Certified that

- a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
- b. Contract Guarantee period of Months commenced wef : _____
- c. All objections raised so far have been settled
- d. A note for refund of Security Deposit has been made in the Measurement Book
Signature of BHEL Engineer

Construction Manager

Date:-----

Form No: F-24 (Rev 00)

REFUND OF GUARANTEE MONEY

**BHARAT HEAVY ELECTRICALS LIMITED POWER
SECTOR, _____ REGION**

Ref No:

Date:

1. Name and Address of Contractor

: 2. Contract Agreement/LOI No

: 3. Date of Contract Agreement/LOI

:

4. Name of the Work undertaken :

5. Date of commencement of the Work :

6. Date of Completion of the Work :

7. Period of Maintenance :
(Guarantee Period)

8. Date on which the Final Bill was paid :

9. Last date of making good the defect : during Maintenance Period

FORMS & PROCEDURES

10. Expenditure incurred by BHEL during : Maintenance Period, if any,
recoverable
11. Date on which Guarantee Money refund:
falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
- a. Amount spent by BHEL on maintenance :
 - b. Payments made by BHEL on behalf of Contractor:
 - c. Court dues/penalties/compensation :
 - d. Other recoveries for Services, etc :
 - e. Total of 'a' to 'd' :
14. Net Amount recommended for release (12-13) :

Signature of BHEL Engineer

Date: _____

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against
BHEL _____, for the work done or for labour or material supplied
or any other account arising out of or connected with the Contract
Agreement/LOI (No _____ dated
_____) and the payment of this bill shall be in full and final settlement of all
my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI
referred to.

Signature of Contractor

Date: _____

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER

1. Certified that

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- a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
- b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
- c. All objections raised so far have been settled
- d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Construction Manager

Date:-----

FOR USE IN ACCOUNTS DEPARTMENT

Passed for Rs _____ (Rupees
_____ only)

Accountant
Accounts Officer

ACKNOWLEDGE BY THE CONTRACTOR

Received Rs _____ in full and final settlement of
my/our claim

Signature of

Contractor Date:

ANNEXURE – 15

POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT AGREEMENT

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Region, in connection with.....vide Tender No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

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Form No: F-26 (Rev 00)

ANALYSIS OF UNIT RATES QUOTED

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref : Tender Specification No:

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		

POWER SECTOR - EASTERN REGION, KOLKATA
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FORMS AND PROCEDURES (VOL-IE)

07	PROFIT		
	TOTAL	100%	

Yours faithfully,

Authorized

(Signature, Date & Seal of
Representative of the Bidder)

FORMS & PROCEDURES

Form WAM 6

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION..... Running Account Bill
(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor: _____ Date: _____
Name of the Work: _____ Division: _____ Sub-
Division: _____
Sanctioned Estimate: _____ Date of written order to commence the work : _____
Code No: _____ Date of commencement of the Work: _____
Contract Agreement No : _____ Dated: _____ Due date of completion as per Agreement: _____

1. ACCOUNT OF WORK EXECUTED

On account payment	Item	Description	Quantity	Quantity	Rate	Unit	Payment	Quantity
Payment on	Remarks for work not previously		No of	of	as per		executed	
on the	since	the basis of						
previously measured**		Work	agree-	up to			basis of	last
-----			ment	date			actual	running
measurement								
Total	since last	Total					measure-	account
As per	running	up to					ment	bill
Running account		date					up to	since last
								running
								account
bill								
Account bill								
date bill								
Rs.	Rs.	Rs.			Rs.	P.	Rs.	P.
P.								Rs.

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1	2	3	4	5	6	7	8	9	10	11	12
13											

* *1. Whenever payment is made on 'on account' basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12. 2. whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total up to date in column 4 may become nil.

Form WAM 6 (contd...)

1	2	3	4	5	6	7	8	9	10	11	12
13											

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Total value of work done up to date (A) ...

Running Account Bill Deduct value of work shown on the last
(B) ...

Net value of work done since last (C) ...

Rupees (in words)

.....only.
y.

Form WAM 6 (contd...)

II.MEMORANDUM OF PAYMENTS

I	II							
P.	P.	Rs.	P.	Rs.	P.	Rs.		
1.Total value of work actually measured as per Account No. I. Column 10		(A)						
.....								
2.Total up to date 'on account' payment for work covered by approximate								

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Or plan measurements as per Account No. I, Column 3 (B)

3.Total up to date secured advances on security of materials as per column 8 (C)

Of the enclosed Account (Form WAM 10)

4.Total up to date payments [(A) + (B) + (C)] (D)

5.Total amount of payments already made as
per Entry (D) of last Running Account Bill
No.....

Dated.....forwarde to the Accounts

Office on (E)

6.Balance [(D)-(E)]

7.Payments now to be made:

a) by cash/cheque

..... b) by deduction for value of materials supplied

c) by BHEL vide Annexure A attached

..... d) by deduction for hire of tools and plant vide

Annexure B attached

..... e) by deduction for other charges vide Annexure C

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Attached

f)by deduction on account of security deposit

h) by deduction on account of Income Tax

.....

Note: Amounts relating to items 4 to 6 above should be entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

III.CERTIFICATE OF THE ENGINEER IN CHARGE

Form WAM 6 (contd...)

1. The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by.....
.....and are recorded at pages.....of
(Name and Designation)

Measurement Book No

2. Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc, forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D).
3. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I,
some work has actually been done in connection with several items and the value of the such work is, in no case, less than 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor
charge

Signature of Engineer in

FORMS & PROCEDURES

Date:

Designation:

Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that measurements have been check measured to the prescribed extent byat site and also by the undersigned and the relevant entries have been intialled in the Measurement book. (vide pages.....) (Name and Designation)
2. Certified that all the measurements recorded in the measurement book have been correctly billed for
3. Certified that all recoberable amounts in respect of materials tools and plant etc, and other charges have been correctly made vide Annexures A to C attached.

Certified for payment * of Rs.....(
Rupees.....only)

To be paid in cash/by cheque in the presence of

ALLOCATION					
The expenditure is chargeable as under and to be included in the accounts for.....20.....					
Ledger Head		Debit (Gross amount)		Credit (Deductions)	
		Rs.	P.	Rs.	P.

Total	Rs. P.	Rs. P.
-------	-------------	-------------

* Here specify the net amount payable.

Signature of Senior Engineer

Date:

Form WAM 6 (contd...)

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

ALLOCATION

Estimate No:

Name of the Work:

Debit

Ledger Head

(Gross amount)

Rs.	P.	Rs.	P. Payable to Shri/M/s.....by cheque/cash
-----	----	-----	---

Entered in Contractor's Ledger No.....Page.....

Total

Account Officer
Date:

VI. Received Rs.....(Rupees.....only) as per Memorandum of Payments on account of this work.

Stamp

Signature of Contractor Date:
Date:

FORMS & PROCEDURES

VII. ENTRIES TO BE MADE BY TREASURY SECTION

Cash Book entry No. and date:	Amount paid	Rs.....
	Amount unpaid	Rs.....
	Total	Rs.....

Signature of Cashier
Date:

Form WAM 6 (contd...)

ANNEXURE A

Statement showing details of materials issued to the contractor
Shri/M/s.....

In respect of Contract Agreement NoDated.....

FORMS & PROCEDURES

Sl. No.	Stores issue — E — Voucher	Issue voucher No. and Balance recover- Rs. P.	Description of material issued to M No. now ed up to recover- bill Rs. P.	Quantity issued date A and recover- previous Rs. P.	Quantity actually incorp- the allotted by R date ed S	Whether recover- able contractor stores to K	If recoverable from the contractor ----- Rate Amount rated from the in the the SIV			
1	2	3	4	5	6	7	8	9	10	11
12										
Total						-----				

FORMS & PROCEDURES

Signature of contractor
Engineer

Signature of Engineer in Charge

Signature of Senior

Date:

Date:

Date:

Form WAM 6 (contd...)

ANNEXURE B

Statement showing tools and plant issued to the contractor

Shri/M/s.....

In respect of Contract Agreement NoDated.....

Sl. No	Description of tools and plant issued	Period for which Issued	Rate at which recovery Is to be Made	Amount recover-able	Amount recovered upto previous bill	Balance now recovered
			Rs. P.	Rs. P.	Rs. P.	Rs. P.

1 2 3 4 5 6 7 8

FORMS & PROCEDURES

Total

Signature of contractor
Engineer

Signature of Engineer in Charge

Signature of Senior

Date:

Date:

Date:

Form WAM 6 (contd...)

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor
Shri/M/s.....

In respect of Contract Agreement NoDated.....

Sl. No	Particulars	Unit	Quantity	Rate	Amount recover-	Amount recovered	Amount	Remarks
now						able		

FORMS & PROCEDURES

upto pre-
vious bill recovered

				Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.
1	2	3	4	5	6	7	8	9			
1.			Water Charges								
2.			Electricity charges								
3.			Seignorage charges								
4.			Medical charges								
5.			Cost of empty gunny bags								
			and								
	Empty containers not returned										
6.											
7.											
8.											
9.											
10.											
				Total							

Signature of contractor
Engineer

Signature of Engineer in Charge

Signature of Senior

FORMS & PROCEDURES

Date:

Date:

Date:

FORMS & PROCEDURES

Form WAM 6 (contd...)

ANNEXURE D

Name of the Contractor: _____ Contract Agreement No: _____
Name of the Work: _____ Date: _____

Sl.	Description	Unit	Quantity	Quantity	Quantity	Total quantity
Rate as per No. _____ of item agreement			as per Agreement	as executed	further anticipated	anticipated on completion
Rs.	P.					
1	2	3	4	5	6	7
8						

Rate as Reason for the executed	Amount as per agreement	Amount as executed	Amount further	Total amount anticipated	Difference _____
— — —	deviation with		anticipated	on completion	Excess savings
authority, if any					

FORMS & PROCEDURES

Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.
9	10	11	12	13	14	15
16						

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

POWER SECTOR - EASTERN REGION, KOLKATA
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FORMS & PROCEDURES

POWER SECTOR - EASTERN REGION, KOLKATA
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FORMS AND PROCEDURES (VOL-IE)

[illegible]

[illegible]

[illegible]

[illegible]

POWER SECTOR - EASTERN REGION, KOLKATA
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IV CERTIFICATE OF THE SENIOR ENGINEER											
1	Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and										
2	Certified that the measurements have been check measured to the prescribed extent by (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book (vide pages.....)										
3	Certified that the methods of measurement are correct										
4	Certified that the measurements have been technically checked with reference to contract drawings, deviations etc										
5	Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.										
6	Certified that all the recoverable amounts in respect of stores, tools and palant, elwater, electricity charges etc, have been correctly made vide Annexures A										
7	Certified that the issues of all stores as per statement atyached (whether charged to the contractor or direct to the work) have been technically checked and										
Certified for payment of * Rs (Rupees.....) (Only). To be paid in cash/by cheque in the presence of											
ALLOCATION											
The expenditure as under and to be included in the accounts for19											
Ledger Head				Debit (Gross Amount) Rs. P		Credit (Deduction) Rs. P					
.....											
Total											
* Here specify the net amount payable								Signature of Senior Engineer			
								Date			

[illegible]

Account Bill no..... Dated			ALLOCATION			
Entered in Journal book vide entry No.....Dated			Estimate No:		Code No	
Passed for.....Rs.....			Name of the Work			
Less Deductions.....Rs.....						
(Rupees.....Only)						
Payable to Shri/M/s..... by cheque/cash						
Entered in contractors' Ledger no..... Page						
Assistant Date:			Total			
Accountant Date:						
Accounts officer Date:						

[illegible]

[illegible][illegible]

[illegible]

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Datedand not covered by the agreement

[illegible]

	Signature of Contractor					Signature of Engineer in charge				Signature of Senior Engineer		
	Date					Date				Date		

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Datedand not covered by the agreement

[illegible]

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					Total							
	Signature of Contractor					Signature of Engineer in charge				Signature of Senior Engineer		
	Date					Date				Date		
ANNEXURE C												

Tender no.- BARH: FGD: CRANE-02

Tender no.- BARH: FGD: CRANE-02

i/M/s.....

ent/Work Order No.....Dated

..Dated

[illegible]

[illegible]

m

POWER SECTOR - EASTERN REGION, KOLKATA												
TENDER NO.: JARH: FGD: CRANE-02												
ANNEXURE A FORMS AND PROCEDURES (VOL-IE)												
Statement showing detail of materials issued to the contractor Shri/M/s.....												
t of Contract Agreement/Work Order No.....Dated.....												
	Name of work;					FREE OF COST						
Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recoverable for material not returned Rs. P	Remarks	
1	2	3	4	5	6	7	8	9	10	11	12	
			Total									
	Signature of Contractor			Signature of Engineer Incharge			Signature of Sr. Engineer					
	Date			Date			Date					

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[illegible]

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BHARAT HEAVY ELECTRICALS LIMITED DIVISION.....And Final bill (Para 4.3.2 Of Works Accounts Manual)												
Name of Contractor			Departmental Bill no				Date					
Name of the Work			Division				Division					
Sanctioned Estimate			Date of written order to commence the work									
Contract Agreement/work Order No				Date of commencement of work								
				Due date of completion as per agreement								
				Date of actual completion of the work								
I. ACCOUNT OF WORK EXECUTED												
On Account payment for the work not previously measured **			Item No of the agreement/work order	Descripti on of work	Quantity as per agreement	Quantity executed up to date	Rate Rs. P	Unit	Payment on the basis of actual measurement up to date Rs P	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill Rs P	Remarks
Total as per last running account bill Rs.	Since last running account bill Rs	Total up to date Rs										
1	2	3	4	5	6	7	8	9	10	11	12	13
1	2	3	4	5	6	7	8	9	10	11	12	13
Total Value of Work Done up to date (A)												
Deduct Value of work shown on the last running account bill (B)												
Net value of work done since last running account bill (C)												
Rupees (In Words).....Only II												

MEMORANDUM OF PAYMENT

- | | | | |
|---|--|-----|---|
| | | Rs. | P |
| 1 | Total Value of work actually measured as per Account no I coloumn 10 | (A) | |
| | Deduct amount of paym,ents already made as per last running account bill No Dated..... | | |
| 2 | Forwarded to the Accounts Office on | (B) | |
| 3 | Payments now to be made { (A) - (B)} | (C) | |

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- 4 Deduct ammounts recoverable from the contractor on account of : Rs P a Material suplied by BHEL vide annexure A attached b Hire
of Tools & Plants vide Annexure B attached
c Other charges vide Annexure C attached
d Income Tax
Total deduction
- 5 Balance
- 6 Refund of 50% of security deposite on completion of work
- 7 Net amount to be paid to the Contractor

III. CERTIFICATE OF THE ENGINEER IN CHARGE

The measurement on which the entries in coulms 7 to 12 of Part I of this bill (Account of work executed) are based were made by

- 1
(Name and designation)
- 2 A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer in charge
Designation

IV CERTIFICATE OF THE SENIOR ENGINEER

- 1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and Cretified that the measurements have been check measured to the prescribed extent by
..... (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book
(vide
- 2 pages.....)
- 3 Certified that the methods of measurement are correct
- 4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc
- 5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.
- 6 Certified that all the recoverable amounts in respect of stores, tools and pallant, elwater, electricity charges etc, have been correctly made vide Annexures A
- 7 Certified that the issues of all stores as per statement atytached (whether charged to the contractor or direct to the work) have been technically checked and

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Certified for payment of * Rs (Rupees (Only). To be paid in cash/by cheque in the presence of

ALLOCATION

The expenditure as under and to be included in the accounts for19

Passed
for.....Rs.....
..... Less
Deductions.....Rs.....
.....
(Rupees.....
.....Only)
Payable to Shri/M/s.....
by cheque/cash
Entered in contractors' Ledger
no..... Page

Ledger Head	Debit (Gross Amount)	
	Rs. P	
.....		

Total

* Here specify the net amount payable

Credit (Deduction)	
Rs. P	
.....	

Assistant officer	Accountant	Accounts
Date:	Date:	Date:

ALLOCATION

Estimate No:	Code No
Name of the Work	
.....	

Ledger Head	Debit
Credit	
	(Gross Amount)
	(Deduction)
	Rs P
	Rs
.....	

Date

Signature of Senior Engineer

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Account Bill no..... Dated Entered in Journal book
vide entry No..... Dated.....

Total

VI. Received Rs.....(Rupees.....Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

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Signature of Witness
Address

Revenue Stamp
Signature of Contractor
Date:

VII . ENTRIES TO BE MADE BY TREASURY SECTION

Cash book entry no and date :

Amount Paid Rs.....
Amount unpaid Rs.....
Total Rs.....

Signature of Cashier
Date:

ANNEXURE A
Part I

Statement showing details of material issued to the contractor Shri/M/s..... In respect of Contract Agreement/Work Order No..... Dated

SI No	Stores Issue voucher No and date	Issue voucher No and date of material allotted by SIV	description of material issued to the contractor	Quantity actually issued	Whether recoverable from the contractor or supplied free	Rate at which recoverable e	If recoverable from contractor		Amount recoverable upto previous bill	Balance Now recovered		Remarks
							Rs	P		Rs	P	
1	2	3	4	5	6	7	8	9	10	11		12

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

Total

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE A
Part II

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Datedand not covered by the agreement

SI No	Issue voucher description				Quantity		Amount		Amount		Balance Now		Remarks
	Stores	No and date of material							recoverable				
	Issue	alloted by	issued to	incorporated	Issue	Rate	Recoverabl	upto			recovered		
	voucher	stores to the	the	in the work	Rs	P	e	previous bill					
	and date	SIV	contractor	issued	in the work	Rs	P	Rs	P	Rs	P		
1	2	3	4	5	6	7		8		9	10	11	

Total

Add Departmental Charges
Add Sales Tax (wherever applicable)
Total

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE B

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s..... in respect of Contract Agreement/Work Order No..... Datedand not covered by the agreement

Sl No	Description of tools & plants issued	Period for which issued	Rate at which Recivry is to be made	Amount recoverabl e		Amount recoverable upto previous bill		Balance Now recovered		Remarks
				Rs	P	Rs	P	Rs	P	
1	2	3	4	5		6		7		8

Total

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

POWER SECTOR - EASTERN REGION, KOLKATA

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ANNEXURE C FORMS AND PROCEDURES (VOL-IE)

showing detail of other recoveries to be made from the contractor Shri/M/s.....
ent/Work Order No..... Dated.....

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
	1 Water Charges							
	2 Electricity Charges							
	3 Seignorage Charges							
	4 Medical Charges							
	Cost of empty gunny bags and empty containers not 5 returned							
	6							
	7							
	8							
	9							
	10							
Total								

Signature of Contractor
Date

Signature of Engineer Incharge
Date

Signature of Sr. Engineer
Date

... m...

Form WAM 7 (Contd.)

**ANNEXURE D -
DEVIATION STATEMENT :**

Name of the Contractor :

Contract Agreement/Work Order No. :

Name of the Work :

Date :

Sl. No.	Description of item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement Rs. P.	Rate as executed Rs. P.	Amount as per agreement Rs. P.	Amount as executed Rs. P.	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
									Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri/M/s.....
in respect of Contract Agreement/Work Order No..... Dated.....

Name of the Work :

ON RECOVERY BASIS

Sl. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (Difference between column 5 and 8)		Rate chargeable for excess/short consumption, if any	Amount recoverable for excess/short consumption, including materials not returned	
								More	Less	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Cement											
2.	Bricks											
3.	Wood.....											
4.	Asbestos Sheet											
5.	Iron Materials											
6.												
7.												
8.												
9.												
10.												

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

Note : 1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 and 6 respectively of Annexure A (Part I and II).

2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

BHARAT HEAVY ELECTRICALS LIMITED,

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- PSER:SCT:BAR-F2419:26 FORMS
AND PROCEDURES (VOL-IE)

ANNEXURE F

Statement showing detail of materials issued to the contractor Shri/M/s.....

ct of Contract Agreement/Work Order No.....Dated.....

Name of work;

FREE OF COST

Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recoverable for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
Total											
Signature of Contractor Date				Signature of Engineer Incharge Date				Signature of Sr. Engineer Date			
Note:Data statement of theoretical consumption should be attached in support of the quantity specified in column 6											

ANNEXURE G

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulars and answers to be recorded)	
Name of the work :	
Name of the Contractor :	
Date of commencement of the work:	
Contract agreement/work ordered no. and date:	
Reference to supplementary agreement no,if any :	
Whether administrative approval and technical sanction has been accorded by the competent authority ? If so ,cite reference	
Whether sanction of the competent authority and financial concurrence of the Accounts Department for award of the work has been accorded ? If so,cite reference.	
Whether the work has been completed in time ? If not ,whether penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Accounts Department with reasons for grant of extension? (Due and actual date of completion of the work and reference to letter no. and date granting the extension of time should be given)	
(a) Whether the rates allowed in the bill have been checked with the contract agreement ? (b) Whether the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the accounts Department together with rate analysis? If so,cite reference.	
Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.	
Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in consultation with Finance?	

ANNEXURE G

Whether discrepancies pointed out by the Accounts Department in the store statement have been reconciled and accepted by the Accounts Department?	
---	--

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulars and answers to be recorded)	
Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores Department and the no. and date of such returned stores vouchers have been shown in stores statement? If not, whether the cost of such excess material has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill?	
Whether consumption of materials shown has been technically checked by Senior Engineer?	
Whether materials issued and used in the work is not less than that required for consumption in work according to our specification? If consumption is less, whether necessary recovery has been made in the bill?	
Whether measurements have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the measurement books?	
Whether contractor has signed the bill and the measurement books without reservations? If not; whether reasons have been intimated to the Accounts Department?	
Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially	
Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.	
Whether all advance payments on running Accounts have been recovered?	

ANNEXURE G

Whether tall the recovries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and wheather payments made by the company on behalf of the contractor have been adjusted?	
Whether the files containing abstracts from mesurments books/ standared mesurment books have been completed/ updated?	
Whether hire charges of tools and plant have been recovered and the statement of hire charges with full details attached?	

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulers and answers to be recorded)	
Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer/ Sr. Engineer and whether recoveries have been made for defective works, if any?	
Whether all corrections in the bill/measurement books etc. have been neatly made and attasted and there are no overwriting?	
Whether final measurments have been taken as soon as possibal after completion of work and the cretificate of complition issued? If not, whether resons for delay have been recorded and communicated to Accounts?	
In respect of Quintites reduced in the final bill as compare to the running payment, whether adequate reasons have been recorded and communicated to Accounts	
Whether the Expeinditure has been classified correctly according to heads of Account recorded in the sanctioned estimate?	
Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over thw sanctioned estimate/ addministrative approval? In case the excess is beyond the competency of Sr. Engineer, what action has been taken for the obtaining the approval of the authority complent to sanction the excess?	

ANNEXURE G

(a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee cover the entire maintenance period? (b) If not, whether security deposit has been proposed to be recovered from the final bill?	
Whether all the previous audit objections raised on running Account bills have been settled? If so, cite reference.	
Signature of Engineer in Charge	Signature of Engineer in Charge
Date:	Date:

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Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART- A: PLAN/ REVIEW OF WORK FOR THE MONTH OF

Date of Plan/ Review.....

PART - IV YEAR-WISE REVIEW OF WORK FOR THE MONTH OF <u> </u>													
---	--	--	--	--	--	--	--	--	--	--	--	--	--

BHEL CONTRACTOR (Sign with name, designation and date) (Sign with name, designation and date)

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Value of Other Items not mentioned above but planned to be executed in this month														
Total					ΣA		ΣB		ΣC		ΣD		ΣE	

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART- A: Contd.....

Note 1: In addition to the work planned as per Col. 'A', Contractor shall also make full efforts to minimize the 'Cumulative shortfall attributable to contractor upto the month' as mentioned in Col. 'B' by enhancing its resources, so as to achieve the completion of activities as per agreed schedule. In case contractor is not able to execute the entire shortfall, then BHEL 'Engineer in-charge', shall decide the priority of work to be executed and it shall be binding on the contractor.

Note 2: Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month = $[(\Sigma E - \Sigma B) / (\Sigma A - \Sigma D)] \times 100$

In case, $(\Sigma E - \Sigma B)$ is negative, then it shall be treated as zero percent."

Note 3: Form 14 should include all items being planned in the current month, and all items against which shortfall was attributable to contractor till previous month. However, for practical reason, if it is not possible to mention some of the items in Form-14 being planned to be executed in this month, then also value of such items shall necessarily be included in calculation of Total Value.

BHEL CONTRACTOR (Sign with name, designation and date) (Sign with name, designation and date)

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Note 4: In case reason for shortfall attributable to contractor is w.r.t. T&P and Manpower, it should be in conformity with Part B1 and B2.

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OF

Date of Plan/ Review.....

CONTRACTOR'S SCOPE: -

SN.	PLAN				DEPLOYMENT STATUS			
	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Weightage assigned to planned T&P (in fraction such that $\Sigma C = 1$)	Actual Deployed Quantity	Actual Deployment Period (in days)	Weighted T&P Deployed	REMARKS (Works affected due to non-deployment of T&Ps)
		A	B	C	D	E	$F = (C \times D \times E) / (A \times B)$	

Note: In case, $E > B$, it shall be considered as $E = B$. Similarly, in case $D > A$, it shall be considered as $D = A$.

Percentage of T&P Deployed = $\Sigma F \times 100$

BHEL SCOPE: -

SN.	PLAN	DEPLOYMENT STATUS
-----	------	-------------------

BHEL CONTRACTOR (Sign with name, designation and date) (Sign with name, designation and date)

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	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Actual Deployed Quantity	Actual Deployment Period (in days)	REMARKS (Works affected due to non-deployment of T&Ps)

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF

Date of Plan/ Review.....

CONTRACTOR'S SCOPE: -

SN.	Area of Work	Category of Labour	No. of Labour required as per category	Deployment Period (in days)	No. of Labour actually deployed	Actual Deployment Period (in days)	REMARKS (Works affected due to non-availability of labour)
			A	B	C	D	

BHEL CONTRACTOR (Sign with name, designation and date) (Sign with name, designation and date)

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Percentage of Manpower Deployed=100 x $\Sigma(CxD)/\Sigma(AxB)$

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – C: PLAN(PHYSICAL) FOR THE NEXT MONTH i.e.

Date of Plan

SN.	Description of work	Original Planned Quantity	Planned Quantity	Unit of Measurement	T&Ps Required		Manpower Required		REMARKS (Reasons for difference in Original Planned Quantity)
					Contractor Scope	BHEL Scope		No. of	

BHEL CONTRACTOR (Sign with name, designation and date) (Sign with name, designation and date)

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			(excluding shortfalls attributable to contractor till date)		Major T&P to be deployed as per work planned for the month	Quantity	Major T&P to be deployed as per work planned for the month	Quantity	Category of Labour	Labour required as per Category	w.r.t. Planned quantity to be given)

Note 1: Planned quantity should be based on available/ expected fronts/ inputs in the next month

Note 2: “Original Planned Quantity” shall be as per latest jointly agreed programme between BHEL and Contractor before commencement of work or at the time of latest Time Extension, as the case may be.

BHEL CONTRACTOR (Sign with name, designation and date) (Sign with name, designation and date)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – D: REASONS FOR SHORTFALL ATTRIBUTABLE TO BHEL IN RESPECT OF PLAN FOR THE MONTH.....

SN.	Description of Work (from Part-A)	Quantities Affected		Reasons for Shortfall attributable to BHEL	Agency responsible for reasons for Shortfall	Remarks (Supporting Documents in respect of agency responsible)
		(Physical Quantity)	Unit of Measu- rement			
1	2	3	4	5	6	7

Note1: Reasons for shortfall shall include non-availability of fronts/ drawings/ materials/ T&P (BHEL Scope)/ clearances etc. and other hindrances for which contractor is not responsible.
BHEL
(Sign with name, designation and date)

Note2: Agency responsible may be BHEL Site/ MUs/ Design Centre/ BHEL Customer/ other Contractors etc.

BHEL
(Sign with name, designation and date)

BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHELD/LIQUIDATED DAMAGES AMOUNT

Bank Guarantee No: Date: To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited¹ (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 BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) incorporated under thehaving its registered office at _____¹ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated²valued at Rs.....(Rupees -----) for <Nature of Work>³(hereinafter called the 'Contract')

The Contractor as per Contract should have completed the work/ supplies under the contract by.....(date). As per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays and the Employer has withheld an amount of Rsby way of LD as per the Contract. Now, on the request of the Contractor, the Employer having agreed to release the amount of Rs.....withheld from the Contractor's invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs. _____ (Rupees.....only)⁴

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ----- (Rupees -----) without any demur, merely on a demand from the Employer

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/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank 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 or discharged.

We 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/Supplier 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/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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/ Supplier's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier 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.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

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.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) 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.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ *VALIDITY DATE*

⁶ *DATE OF EXPIRY OF CLAIM PERIOD*

⁷ *BG AMOUNT IN FIGURES AND WORDS.*

⁸ *VALIDITY DATE*

⁹ *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL.

Bank Guarantee No: Date: To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the 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 BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier).having its registered office at _____ ¹ (hereinafter referred to as the 'Contractor/Supplier/Fabricator' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref. No.....dated² valued at Rs.....(Rupees -----) for <Nature of Work>³ (hereinafter called the 'Contract')

and, the Employer having agreed as per the terms and conditions of the Contract to supply free issue material costing Rs._____ for the manufacture/fabrication of the equipment at the Contractor's site on on furnishing a Bank Guarantee for Rs._____ (Rupees.....)⁴ in the manner hereinafter specified for the due safeguard of the free issue material,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ----- (Rupees -----) without any demur, merely on a demand from the Employer, .

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/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 Contractors/Supplier shall have no claim against us for making such payment.

We theBank 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 or discharged.

We Bank further agree 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/Supplier 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/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator 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.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

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.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) 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.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of (Name
of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE – 16

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value) -----

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴.(name of the Employer) through its Unit at⁵(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.

.....⁵ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary 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 Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, 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 Tenderer shall have no claim against us for making such payment.

We Bank further agree 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 Tender or to extend the time of submission of 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 Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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 Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including.....⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

POWER SECTOR - EASTERN REGION, KOLKATA
Tender no.- BARH: FGD: CRANE-02
FORMS AND PROCEDURES (VOL-IE)

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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 to⁶
- c. Unless the Bank is served a written claim or demand on or before⁷ 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.

For and on behalf of (Name
of the Bank)

Date..... Place of
Issue.....

¹

Details of the Invitation to Bid/Notice Inviting Tender

²

Name and Address of the Tenderer ³

Details of the Work ⁴

Name of the Employer ⁵

BG Amount in words and Figures

⁶

Validity Date ⁷

Date of Expiry of Claim Period

Notes:

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 Contractor/sub-contractor /vendor/ 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.

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

B.G. NO.

Date

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 / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), 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 Retention Amount 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 is made on us in writing on

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

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 to⁶
- c) Unless the Bank is served a written claim or demand on or before⁷ 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 _____

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

for_____(indicate the name of the Bank)____

(Signature of Authorized signatory)

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)

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

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.

Form for getting payment through HT(S) (Health Time Gross Settlement)

1. Name of Vendor **BPRAAT HEAVY ELECTRICALS LTD.**
2. Address **BHE HOUSE, SRI FORT N. DELHI**
3. Vendors Bank Name **BPRAAT HEAVY ELECTRICALS LTD.**
4. Vendors Bank A/c No. **11167800029**
5. Name of Bank **STATE BANK OF INDIA**
6. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-12**
7. Branch Phone No. **033-23875665**
8. City **KOLKATA**
9. IFSC Code of the Branch **SBIN0004289**

The charges if any for payment through HT(S) may be recovered from the Bill submitted by to.

Signature of **K. K. Das**
Representative of Vendor General Manager (Fin)
RePrs **OM 100**
O. I. WELPSER Kolkata-700 091

---05 by liq b
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed

VOLUME-III
PRICE SCHEDULE, REV-00

Job: PROVIDING 2 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12 MT (MINIMUM) BELOW HOOK AT AROUND 22 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER BARH STAGE- I & II FGD PROJECT SITE, BIHAR.

PREAMBLE

SL. NO.	DESCRIPTION
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned any where in this document.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclosed with the tender are only preliminary and for tender purposes and giving some idea of the work involved. The work is to be executed as per drawings & documents, which shall be furnished during execution.
3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
5	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution, an approval to be obtained before execution of further quantity for this item.
6	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill. This condition shall not be applicable where the tender is finalised through Reverse Auction.
7	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item wise lowest rates (amongst the participating bidders), before placement of order.
8	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing , clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered.
9	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
10	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
11	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site before submission of his bid/offer. No claim whatsoever due to lack of knowledge of site conditions shall be entertained after award of the work.
12	No splitting of the job is envisaged unless the same is specifically indicated in the SCC & TS/Vol-ID & II. Decision of BHEL in this regard shall be final and binding to the bidders.
13	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/ altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
14	For Lumpsum Service Contract : The items/components indicated in the tender is indicative and may vary to any extent. No compensation shall be payable in case of any variation in the items/components listed in the bill of quantities if the executed weight remains within the variation limit. However, in case of deletion of any item or addition of new items over and above the items listed or variation of existing quantity beyond variation limit specified, adjustment (i.e. Payment or recovery as the case may be) shall be done on pro-rata basis based on the Rate per MT worked out from the quoted lump-sum Price and the total weight of components listed /indicated in price schedule plus 15% weight variation limit.
15	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
16	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor.
17	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
18	Bidder's Total price shall be considered for evaluation unless stated otherwise.

VOLUME-III PRICE SCHEDULE, REV-00			
Job: PROVIDING 2 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12 MT (MINIMUM) BELOW HOOK AT AROUND 22 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER BARH STAGE- I & II FGD PROJECT SITE, BIHAR.			
SCH-1 : TOTAL PRICE			
SL NO	DESCRIPTION	PRICE SCHEDULE REF	TOTAL QUOTED PRICE (Rs) (In Figures)
1.0	Job: PROVIDING 2 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12 MT (MINIMUM) BELOW HOOK AT AROUND 22 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER BARH STAGE- I FGD PROJECT SITE, BIHAR.	SCH 2 - BREAK UP OF TOTAL PRICE	0.00
NOTE			
1.0	Bidder shall quote total price for at sl no 1.0 above. All other amounts/ rates of each item of works in respective schedules/ parts will be derived based on allocated weightages and rates calculated thereof. As such, any uncalled figure/ amount noted at any other place/ schedule of Volume-I will not be recknoed & will stand null & void.		
2.0	Bidder to note that total price at SI No. 1.0 above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.		
3.0	SCH-2 is the Break-up of Total price. Individual item rate at SCH-2 shall be derived as per allocated weightages against the Total Quoted Price at SCH-1.		
4.0	Based on the itemwise weightages allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items after roundeding off .		
5.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived		
6.0	Based on the itemwise weightage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at and item rates calculated thereof. The rates of individual items shall be derived from the amount against each items and its quantity and weightage after rounding off to upto 4 decimal places. However, RA bill payment shall be done after rounding off the gross amount to two decimal points. Any adjustment, if required, due to such methodology, will be effected / adjusted in final bill.		
7.0	Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.		
8.0	Price format shall not be changed by bidder in any case and it may lead to cancellation of their offer.		
9.0	Contract Period of Crane Shall be for 03 (THREE) Months from their respective start date of Contract with a Provision of 01 (ONE) Month extension period as same Rate/Price and terms & condition.		

**VOLUME-III
PRICE SCHEDULE, REV-00**

Job: PROVIDING 2 NO. 150 MT CLASS CAPACITY MID RANGE CRAWLER CRANE HAVING LATTICE BOOM & FIX JIB WITH CRITICAL LOAD LIFTING CAPACITY OF 12 MT (MINIMUM) BELOW HOOK AT AROUND 22 M (MINIMUM) RADIUS WITH MAIN BOOM AND TO OBTAIN CLEAR HEIGHT BELOW HOOK OF 55 M (MINIMUM) ABOVE GROUND LEVEL ON MONTHLY RENTAL BASIS AT BHEL-PSER BARH STAGE- I & II FGD PROJECT SITE, BIHAR.

SCH-2: BREAK UP OF TOTAL PRICE

SL NO	DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	MONTHLY RENTAL CHARGES FOR EACH CRANE (INR)	Total Amount
1.0	Monthly rental charges for providing 1st (01 number) 150MT class capacity Mid-Range Crawler Crane having Lattice Boom & Fix Jib lifting critical load as per Technical Specification inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, helper, maintenance staff etc. based on the 14 hrs. working hours as mentioned in Tender Document.	3	MONTH		
2	Monthly rental charges for providing 2nd (01 number) 150MT class capacity Mid-Range Crawler Crane having Lattice Boom & Fix Jib lifting critical load as per Technical Specification inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, helper, maintenance staff etc. based on the 14 hrs. working hours as mentioned in Tender Document.	3	MONTH		
TOTAL					0.00