



BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No-77/25/6221/AMI

Date -10-Dec-25

BHEL invites offers from reputed Suppliers as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	WATER TREATMENT PACKAGES (Refer Technical Specification for List of Packages)		
3. Project	1X800 MW HPGCL YAMUNANAGAR STPP		
4. Executing Agency	BHEL-PSNR		
5. Mode of Enquiry	E - PROCUREMENT		
6. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
7. Due Date & Time	For offer submission	20-Dec-25	12:00 PM
	For P-1 bid opening	20-Dec-25	04:00 PM
8. Earnest Money Deposit (EMD) (Refer S.no- 26 for details)	Applicable	EMD Amount (Rs)	50,00,000
9. Tender Cost	NIL		
10. Eligibility of Local Supplier as per MII (Refer S.no- 34 for details)	Nature of Package: Non - Divisible 60% - Class-I Local Supplier		
11. Technical Scope	As per Technical specification No: PE-TS-510-404-W001		
12. Pre-bid Clarification	Last Date for Seeking Clarification	15-Dec-25	
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 10 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.		
13. Pre-Bid Meeting Date	16-Dec-25	Refer Annexure-I for Pre-bid Meeting Details	
14. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES	
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.		
15. CIF Content	Not Available		
16. HSE Guidelines	Applicable. Please refer the below link to download- https://pem.bhel.com/Documents/GCC/HSE Plan Rev02.pdf		



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17. Delivery Schedule	As per Annexure- A to NIT . Packages shall be handed over directly to end customer on back to back basis as per end customer (HPGCL) contract.
18. Delivery terms	FOR Despatch Station for supply
19. Liquidated Damages	Refer Annexure- B to NIT for LD applicability
20. Payment Terms	<p>As per Annexure- C to NIT. Modalities of payment of civil works shall be as per Annexure-C1 to NIT.</p> <p>For Interest Free Secured Mobilization Advance, please refer Annexure-C2 to NIT</p> <p>Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 shall be read as-</p> <p>"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5:</p> <p>a. 90 days for non MSME as per MSMED Act</p> <p>b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act</p> <p>c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."</p>
21. Price Basis	PVC Applicable, Refer Annexure – D for PVC . For PVC purpose, contractual delivery shall be considered as 36 months from the date of LOA
22. Variation of contract value as per clause no. 6.0 of ITB of BOP GCC	+/-10%
23. Integrity Pact Applicability - Yes	<p>In line with cl. No. 12 of (ITB) BOP-GCC following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <p>1. Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in)</p> <p>2. Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in)</p> <p>Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)</p>
24. Tender Evaluation	<p>Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.</p> <p>In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.</p> <p>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.</p>



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 & binding.

25. Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2024, as available on www.bhel.com on "Supplier registration page") for this tender. RA shall be conducted among all the Techno-Commercially qualified Suppliers in line with BHEL RA Guidelines.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Note: In case of single qualified bid, price bid of single qualified bidder shall be opened

26. Earnest Money Deposit (EMD): EMD is to be submitted by all the bidders along with their bids.

Modes of deposit: The EMD shall be accepted only in the following forms:

- Electronic Fund Transfer credited in BHEL account (before tender opening): <https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf>
- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).
- 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).
- Bank Guarantee from any of the Scheduled Banks.
- Insurance Surety Bonds.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period (6 months from date of part-01 opening).

Forfeiture of EMD: -

- 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.
- The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA/ PO.

EMD by the supplier shall be withheld in case any action on the supplier 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.

Return of EMD: -

- EMD given by all unsuccessful suppliers shall be refunded normally within fifteen days of award of work.
- EMD of successful supplier will be retained as part of Security Deposit

EMD shall not carry any interest.

27. Security Deposit: 10% of the contract value is to be submitted by the successful contractor to executing agency.



Modes of Deposit:

- Cash (as permissible under the extant Income Tax Act)
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 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)
- 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)
- Insurance Surety Bonds

(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)

Collection of Security:

- At least 50% of the required Security Deposit shall be submitted within 15 days from the date of LOA/PO. Balance of the Security Deposit can be collected by deducting 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.
- 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 contractor.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 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.

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest.

28. Breach of contract, Remedies and Termination- Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract by contractor, BHEL shall recover 10% of the contract value from the contractor using following instruments:

- Encashment of security instruments like EMD, Security Deposit with BHEL -PSNR against the said contract
 - balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the contractor, retention amount etc with BHEL - PSNR.
 - balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.
- (iv) If recovery is not possible then legal remedies shall be pursued

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

29. Facilities in the Scope of Bidder/BHEL shall be as per Annexure-F to NIT

30. GST shall be payable extra at actual. As per clause no. 4.2 of GCTC of BOP GCC, for BOCW, please refer Annexure-G to NIT.

31. Being an EPC contract in the nature of works, purchase preference to MSE bidders shall not be applicable.

32. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

33. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.



34. Make in India: For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-1 Local Suppliers** (meeting minimum 60% local content requirement) shall be considered.

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

- Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

35. Insurance Deductibles/Excess: Insurance of the package shall be as per enclosed insurance policy.

36. Bidders to visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

Bidder must submit Declaration as per **Annexure-H** confirming knowledge about Site Conditions along with offer

37. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid/RA shall be subjected to the following conditions:

- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Supplier Section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

38. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

39. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

40. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components



41. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.
42. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
43. All bidders to declare 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.
44. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.
- 45. Grievance Redressal Mechanism**
- To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.
- Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:
1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
 2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."
46. **Conciliation and Arbitration shall be as per Annexure E to NIT.**
47. **Supervision of E&C:** Supervision of E&C charges for SWAS should not exceed 2% of the total contract value of SWAS, failing which the quoted Supervision of E&C charges shall be adjusted to 2% of the total contract value of SWAS by BHEL at the time of finalization of BBU.
- This clause supersedes Clause no -3.2 of ITB of GCC BOP Rev-00**
48. At Sl.no. 17 of ITB of GCC BOP Rev 00, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"
49. GSTIN no. of PSNR for Construction Manager, BHEL site office, 1 X 800 MW Ultra Supercritical Expansion Unit DCRTTP Yamuna Nagar may be read as "06AAACB4146P1ZJ"
50. Terms & Conditions: - Other Terms & Conditions shall be as per enclosed **Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC)-BOP Rev 00 along with corrigendum-01 to GCC - BOP** which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.
51. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.



52. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical & Financial PQRs
- Integrity Pact
- Local Content Certificate in line with Make in India circular
- Mandatory declaration by bidders regarding conflict of interest.
- Declaration confirming knowledge about Site Conditions as per Annexure-H
- Land Border Certificate as per GFR
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

53. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

54. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Amit Kumar / Manager– BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL SADAN
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: amitkum@bhel.in
Ph. No. 9910906336

Upendra Chaudhary/DGM – BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL SADAN
Plot No 25, Sector-16 A, Noida-201301
E-mail: upendrachaudhary@bhel.in
Contact No.: 8800355855

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

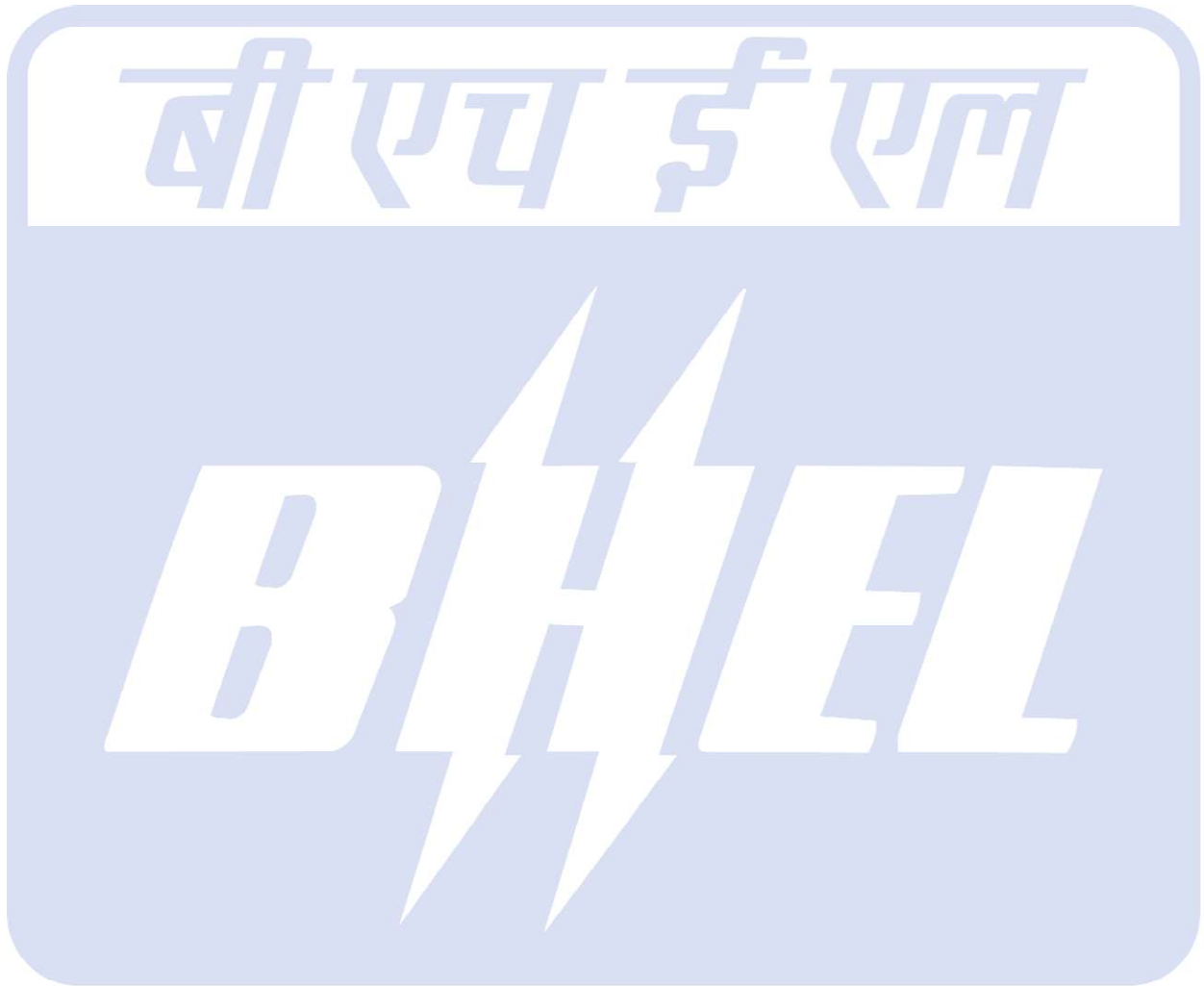
Amit Kumar
Manager/ BOP/ PEM Noida

Enclosures:

- Annexure A for Delivery Schedule
- Annexure B for Liquidated Damages,
- Annexure C for Payment Terms, Annexure - C1 for Modalities of payment of civil works & Annexure-C2 for Interest Free Secured Mobilization Advance
- Annexure D for PVC
- Annexure E for Conciliation and Arbitration
- Annexure F for Facilities in the Scope of Bidder/BHEL
- Annexure G for BOCW Act & Cess Act



- h) Annexure H for format of Declaration confirming knowledge about Site Conditions
- i) Annexure I for Pre -Bid Meeting Details
- j) Other Documents & Formats



Water Treatment Package - 1X800 MW HPGCL YAMUNANAGAR STPP
Annexure-A to NIT for Delivery Schedule

Scope	Design & Engineering	Main Supply	Mandatory Spares	Erection & Commissioning (Mechanical & Electrical) including Civil as applicable	Operation & Maintenance	Supervision of Erection & Commissioning	
Package Name							
Chemical Dosing System (CDS)	Drawing/Documents submission & re-submission schedule shall be as per Technical Specification. BHEL shall provide observation / approval within 21 days from the date of document submission by bidder.	21 Months from date of LOA	To be delivered along with the last consignment of main supply within the contractual delivery period of respective package.	27 Months from LOA			
Oxygen Dosing System (ODS)		21 Months from date of LOA		27 Months from LOA			
Chlorine Dioxide Dosing System		16 Months from date of LOA		26 Months from LOA			
Sewage Treatment Plant		24 Months from date of LOA		36 Months from LOA			
Effluent Treatment Plant		21 Months from date of LOA		31 Months from LOA			
Condensate Polishing Plant		21 Months from date of LOA		31 Months from LOA			
CW Chemical Treatment		22 Months from date of LOA		32 Months from LOA	Personnel for Services shall be deputed within 15 days of intimation.		
Pre Treatment Plant		20 Months from date of LOA		30 Months from LOA			
Demineralization Plant		18 Months from date of LOA		28 Months from LOA			
COLTCS		21 Months from date of LOA		25 Months from LOA			
Plate Heat Exchanger (PHE)		18 Months from date of LOA		23 Months from LOA			
Self-Cleaning Strainer		18 Months from date of LOA		22 Months from LOA			
Miscellaneous Pumps (VERTICAL)		18 Months from date of LOA		22 Months from LOA			
Miscellaneous Pumps (HORIZONTAL)		18 Months from date of LOA		22 Months from LOA			
Sump Pumps/ Submersible Pumps		20 Months from date of LOA		NA			
Clarified and Service Water System (excluding Miscellaneous Pumps)		18 Months from date of LOA		24 Months from LOA			
DM Water Storage Tank and DM Make up system (excluding Miscellaneous Pumps)		18 Months from date of LOA		24 Months from LOA			
SWAS		22 Months from date of LOA		NA			Personnel for Services shall be deputed within 15 days of intimation.
Completion Schedule of all Water Treatment Packages (excluding AMS & O&M Scope)		36 Months from LOA					

For PVC purpose, contractual delivery shall be considered as 36 months from the date of LOA.

Water Treatment Package - 1 X 800 MW HPGCL YAMUNANAGAR STPP

Annexure-B to NIT

Liquidated Damages (LD): Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/Contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by Purchaser, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder.

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half ($\frac{1}{2}$) percent of the total contract price (main supply and E&C including civil works) excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (main supply and E&C including civil works) excluding GST, if successful Completion of Facilities of the Unit as per the scope of work of the Contractor is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract.

Note: Since, it is an EPC package; LD shall be leviable only in case of delay in completion of entire scope of work (Main Supply & E&C including Civil Works; excluding Mandatory Spares, O&M services & Supervision of Erection & Commissioning, if any). No LD shall be withheld, if there is delay only in supply, but the entire scope of work is completed on time, including time extensions for which delay is not attributable to bidder.

LD on Mandatory Spares, Design & Engineering, O&M and Supervision of Erection & Commissioning shall be applicable @ $\frac{1}{2}$ percent of the total respective scope contract value excluding GST per week or part thereof subject to a maximum of ten (10) percent of the total contract value of respective scope excluding GST for delay beyond the contractual delivery of respective scope.

Payment Terms Annexure-C	
Scope	Water Treatment Package - 1X800 MW HPGCL YAMUNANAGAR STPP
Main Supply	<p>1. Payment of 70% of basic price of materials supplied, as per approved billing schedule, taxes and duties (as applicable), shall be paid against receipt of material (LR) on pro-rata basis.</p> <p>2. Payment 20% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Purchaser. Collection of Material Receipt Certificate from Site and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.</p> <p>3. Payment of 10% of basic price of materials supplied shall be released against (2.5% against each activity) the completion of: (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual etc. as applicable (d) Liquidation of Punch Point and handing over.</p>
Mandatory Spares	<p>1. Payment of 90% of basic price of materials supplied, as per approved billing schedule, taxes and duties (as applicable), shall be paid against receipt of material (LR) at site on pro-rata basis.</p> <p>2. Payment 10% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Purchaser. Collection of Material Receipt Certificate from Site and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.</p>
E&C	<p>1. Payment of 80% (Eighty percent) of contract E&C price along with taxes (as applicable) shall be released on prorata erection of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule.</p> <p>2. Payment of 10% (Ten percent) of contract E&C price along with taxes (as applicable) shall be released on prorata commissioning of individual sub-system, on submission of protocol, duly signed by BHEL site official(s) and customer, as per approved billing schedule.</p> <p>3. Payment of 10 % (Ten percent) of contract E&C price along with taxes (as applicable) shall be released against (2.5% against each activity) (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual etc. as applicable (d) Liquidation of Punch Point and handing over.</p>
Freight	100% payment on pro-rata basis on receipt of material at site.
Design & Engineering	<p>Payment of 50% of the engineering charges shall be payable (on pro-rata basis) upon submission & approval of basic engineering drawings/ documents, as specified in Tender Specification Section-I, Sub-section IA, Annexure-IV related to the Water Treatment Packages and the remaining 50% shall be released on a pro-rata basis, corresponding to the submission and approval of the balance engineering drawings/documents for the Water Treatment Packages.</p> <p>Payment against Design & Engineering shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply.</p>
O&M	<p>100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification.</p> <p>Payment of O&M on quarterly basis after completion of each activity on Site certification/ certification by engineering as applicable.</p>
Supervision of Erection & Commissioning	100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification.
Civil	<p>1. Payment of 90 % (Ninety percent) of basic price, along with taxes (as applicable), for the Civil work completed, as per approved billing schedule will be released on pro-rata basis on submission of documents. Further, break up (if any) for activities involved in completion of work shall be mutually agreed during execution of contract.</p> <p>2. Payment of 10 % (Ten percent) of contract Civil price along with taxes (as applicable) shall be released against (2.5% against each activity) (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual etc. as applicable (d) Liquidation of Punch Point and handing over.</p>

MEASUREMENT OF WORK AND MODE OF PAYMENT

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. 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.
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.
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.
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 the contrary.
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.
7. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
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.
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.
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.
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.

Water Treatment Package - 1 X 800 MW HPGCL YAMUNANAGAR STPP

Annexure-C2

Secured Recoverable Advances: Interest Free Secured Mobilization Advance will be payable under exceptional circumstances on certification of BHEL Construction Manager/Project Director at Site.

5% of Interest Free Mobilization Advance shall be applicable on the Total Value of the E&C including Civil Works of the Package in line with the approved BBU.

Interest Free Mobilization Advance shall be disbursed after Establishment of Site Office and Posting of Site Manager and team consisting of Construction/Erection Engineers, Quality Engineer, Safety Engineer etc. as required in Site Office.

Note: -

1. BHEL Site-CM/PD shall be the deciding authority for assessing the admissibility of advance payment to contractor.
2. Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization in the beginning of the contract, as specified above.
3. The advance shall be secured through BG of 100% of the advance amount.
4. 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.
5. 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.

DEEN BANDHU CHHOTU RAM TPP
YAMUNA NAGAR (1X800 MW)

PRICE ADJUSTMENT FOR SUPPLY & MANDATORY SPARES FOR WATER
TREATMENT PACKAGES

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

It is understood that the price component of the equipment for any shipment/dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficient as enumerated below).

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

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1/ A0 + Lb \times L1/ L0\}$$

Where

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

EC1 = Adjusted Amount of Ex-Works supply Price Component expressed in the currency of the Contract (INR) payable to the Contractor for each shipment/dispatch.

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

- F shall be fixed portion of the Ex-Works Component of the Contract and shall be considered as 0.15.

- a shall be co-efficient of major materials/items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.

- 'A' shall be published price indices of corresponding major materials/items.

Case 1: 'A', in case of all applicable supply part / component/ items etc. index for "Manufacture of Fabricated Metal Products, Except Machinery and equipment" shall be used as published by Ministry of Commerce & Industry, GOI base year 2011-12=100

- 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the Contract Price which shall be considered as 0.3.

'L' shall be consumer price index number for industrial workers (All India average) as published by Labour Bureau, Shimla/RBI Base year 2016=100.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as on date of shipment/dispatch.

Note:

- 1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.
- 2) The price variation shall be limited to (+) 10% of Ex-Works Supply & Mandatory Spares Price including commissioning spares if any.

PRICE ADJUSTMENT FOR SERVICE PART (E&C, CIVIL WORKS AND O&M)

- (i) The Contract price shall be subjected to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable for price components relating to service part as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Service part (excluding taxes) component of Contract Price.
- (vi) The indices for price adjustment shall be as elaborated hereunder.
- (v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (iii) above shall be as stipulated hereinafter.

a) Indian Rupee Portion of the Installation Services

ER = ER1 – ER0

ER1 will be computed as follows:

$$\mathbf{ER1 = ER0 (0.15 + L_b \times (L1/ L0))}$$

Where:

ER = Adjustment to Service price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Service price component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Service work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Service bill during the Service period up to the 'Completion of the Facilities' shall be calculated as described in this document.

L_b – Coefficient of labour (for all categories) content in the Indian Rupee portion of the Service =0.85

L=Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Government of India.

For the indices, subscript '0' refers to indices as on date of completion of Service as per LOA.

Subscript '1' refers to indices as applicable for the month of execution of the Service work

Note:

1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.

2) The price variation shall be limited to (+)10% of total Service price (excluding taxes).

Annexure- E to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above 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, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi" for PSNR & PSER / "Mumbai Centre for International Arbitration (MCIA), Mumbai" for PSWR / "Nani Palkhivala Arbitration Centre (NPAC) Chennai" for PSSR** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- E to NIT

- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

Annexure-F to NIT

Rev-01

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.1	Establishment:			
3.1.1	For Construction Purpose:			
a	Open space for office	Yes		BHEL shall take the land on lease outside plant boundary for contractor's establishments i.e. office, storage, batching plant, fabrication yards etc. BHEL shall provide limited open space / developed land for contractor's office and storage and construction facilities i.e. Batching Plant, Fabrication Yard etc. as and where made available (within the leased land outside plant premises) on chargeable basis. For details please refer to clause no. 3.10 below.
b	Open space for storage	Yes		
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	
f	Firefighting equipment like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc. of the bidder.		Yes	
h	Development of land provided for office, storage, fabrication yard, etc.		Yes	
3.1.2	For living purpose of the bidder:			

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a	Open space for labour colony	Yes	Yes	<p>BHEL is developing labour colony for Yamuna Nagar Project, outside the plant boundary.</p> <p>01 Nos. Worker's accommodation shed along with kitchen shed having capacity of approx. 120 worker's accommodation (within the labour colony) shall be allocated to bidder on chargeable basis. For details please refer to clause no. 3.10 below.</p> <p>In case requirement of labour shed shall be more than 01 Nos., the Contractor has to make his own arrangements for land (outside the plant), accommodation, shelter and transportation of labours as per requirement.</p>

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements	Yes		<p>For Yamuna Nagar Project Labour colony with internal roads, electrification, water distribution network, sanitation etc. shall be developed by BHEL outside the plant premises on leased land taken by BHEL.</p> <p>01 Nos. worker's accommodation shed along with Kitchen Shed shall be allocated to contractor on chargeable basis within the labour colony developed by BHEL.</p> <p>Further running and maintenance of worker's accommodation sheds and common facilities inside the labour colony will be in contractor's scope. For details please refer to clause no. 3.10 below.</p>
3.2	Electricity:			
3.2.1	Electricity for construction purposes (for Site/Project works only) 3 Phase 415/440 V		Yes	

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a	Single point source	Yes	Yes	BHEL may provide electricity at single point source for construction works during execution stage on chargeable basis within 03 months from the date of start of work. However, in case of any delay in arrangement of construction power by BHEL, contractor has to arrange construction power at his own cost including DG Sets to meet the power requirement with in the quote price.
b	Further distribution for the work to be done which include supply of materials and execution		Yes	At contractor's own cost.
c	Distribution of Electricity for the office, stores, canteen, of the contractor which include supply of materials and execution		Yes	At contractor's own cost.
d	Supply, installation and connection of energy meter including operation and maintenance		Yes	At contractor's own cost. Calibration certificate to be provided.
e	Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost
f	Demobilization of all the facilities after completion of works		Yes	At contractor's own cost
3.2.2	Electricity for office, stores, canteen etc. of the bidder			
a	Single point source	Yes	Yes	Same as 3.2.1 (a) above.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost
c	Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour Hutment etc.			

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
a	Single point source	Yes	Yes	Same as 3.2.1 (a) above.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost
c	Payment/Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost
3.3	Water Supply:			
3.3.1	For construction purposes:			
a	Making the water available at single point	Yes		Single Point Source for Construction Water within the plant premises shall be provided at a location as approved by Owner. Construction Water shall be provided on chargeable basis. Construction Water source for outside plant boundary shall be arranged by contractor at his own cost.
b	Further distribution as per the requirement of work including supply of materials and execution.		Yes	Contractor shall arrange construction water from single point source including all necessary piping, valves, water meter etc. shall be arranged by the contractor at his own cost.
3.3.2	Water supply for bidder's office, stores, canteen etc.			Contractor has to make his own arrangement at his own cost.
a	Making the water available at single point		Yes	At contractor's own cost
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost

3.0	FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement at his own cost.
a	Making the water available at single point		Yes	At contractor's own cost
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost
3.4	Lighting			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	At contractor's own cost
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	At contractor's own cost
c	Providing the necessary consumables like bulbs, switches, etc. during the course of project work.		Yes	At contractor's own cost
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	At contractor's own cost
3.5	Communication facilities for site operations of the bidder			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	At contractor's own cost
3.6	Compressed air wherever required for the work		Yes	At contractor's own cost
3.7	Demobilization of all the above facilities		Yes	At contractor's own cost
3.8	Transportation			
a	For site personnel of the bidder		Yes	At contractor's own cost
b	For bidder's equipment and consumables (T&Ps, Consumables etc.)		Yes	At contractor's own cost
3.9	Erection Facilities and Site Construction Management:			

3.0	<i>FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)</i>			
Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			
a	Providing the erection/constructions drawings for all the equipment covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handed over to BHEL on completion of work.
d	Shipping lists etc. for reference and planning the activities			Not Applicable
e	Preparation of site construction / erection schedules and other input requirements as per Form-14.	Yes	Yes	In consultation with BHEL
f	Review of performance and revision of site construction / erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly construction / erection schedules based on Sl. No. e		Yes	In consultation with BHEL
h	Daily work plan based on Sl. No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay		Yes	
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor /bidder himself		Yes	
3.10	Land/Open Space and Labour Colony:			
3.10.1	Land for contractor's establishment: Availability of land is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies.			

	<p>Land for labour colony, laydown area for storage of equipment, fabrication yard, batching plant or any other construction related activities is not available within the plant boundary. Therefore, BHEL is taking the land on lease basis within a distance of 03 Kms (Approx.) from the Plant Boundary.</p> <p>BHEL shall allocate such land (levelled, graded and compacted including necessary filling) to the contractors for construction of their office, storage sheds, laydown area, setting up of Batching Plant and other construction related activities on chargeable basis.</p> <p>For this tender, 2.8 Acres land (1Acre = 4046 SQM) shall be allocated to contractor for the following purposes:</p> <ol style="list-style-type: none"> 01 Acre for development of contractor's office, storage sheds, fabrication yard, batching plant, storage sheds, laydown area etc. 02 No. worker's shed (being constructed by BHEL within leased land premises) shall be allocated to the contractor. Land required for construction of 01 No. worker's shed is 0.4 Acre (including land used in common facilities of labour colony). Hence, 0.8 Acre land is considered for allocation to contractor with respect to worker's accommodation sheds. 01 Acre for open storage for storage of vendor supplied material. <p>Location of Land and worker's sheds to be allocated to contractor within the leased land premises shall be decided by BHEL engineer and same shall be binding on the contractor.</p> <p>Note:</p> <ol style="list-style-type: none"> In case of additional land requirement, same shall be arranged by contractor at their cost. However, if additional land (within leased land premises) is available with BHEL, same may also be allocated to contractor on chargeable basis as per recovery rates given below. Allocation of additional land shall be at the discretion of BHEL. In case Land is provided by customer within the plant boundary for specific purpose (i.e. space for porta cabins, reinforcement bar cutting – bending, storage etc.) same shall be provided to contractor on free of cost basis.
3.10.1.1	<p><u>RECOVERY RATES FOR THE LAND ALLOCATED TO CONTRACTOR AND MODE OF RECOVERY FROM CONTRACTOR'S RA BILLS:</u></p> <p>The Land shall be allotted to the contractor on chargeable basis as per following recovery rates.</p> <ol style="list-style-type: none"> Recovery rate for allocation of Leased Land to contractor for development of Fabrication Yard, Batching Plant, Office and Storage Shed, worker's shed etc. shall be Rs. 31,000 per acre per month + applicable GST. Recovery shall be made from contractor's monthly RA Bills on pro-rata basis. Recovery rate with respect to cost incurred by BHEL for Development of leased land shall be @ Rs. 21,96,000 /- per acre + applicable GST. Total recovery amount for development of leased land allocated to contractor @ recovery rate mentioned above (i.e. Land allocated to contractor * recovery rate) shall be recovered from contractor's monthly RA bills @ '25% of each RA bill amount' up to recovery of complete amount. However, total recoverable amount shall be recovered maximum up to 10th RA Bill.
3.10.1.2	<p>Land shall be allocated to contractor till completion period of this contract and subsequent extensions (if any) and recovery of the land charges shall be done accordingly.</p>

	In case the Land is not required for the complete contract period / extended period (if any), contractor may hand over the such unutilized land to BHEL cleared from all constructions, encumbrances, debris etc. in consultation with BHEL. In such case, further recovery of the Land handed over by the contractor (to the satisfaction of BHEL) shall not be made. However, recovery shall be made from the contractor till the time land is cleared from all constructions and handed over satisfactorily to BHEL.
3.10.1.3	It is the responsibility of the contractor to construct office, sheds, fabrication yard, establish batching plant, micro levelling and grading of the land, roads and drains (internal, approach), make necessary drainage arrangements, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.
3.10.1.4	It is contractor's responsibility to provide watch and ward, security (including fencing/ boundary wall) for their equipment, material, stores etc. kept inside the land allotted for the scope of work under this tender. BHEL shall not be responsible for any theft / loss of contractor's properties from within the allotted land to contractor and no claim shall be entertained in this regard.
3.10.1.5	It will be mandatory for the contractor to hand over the land, cleared from all constructions, encumbrances, debris etc. to BHEL and take a satisfactory handing over certificate from BHEL Engineer. In case of default by contractor and expenses (if any) incurred by BHEL for clearing the land provided to the contractor shall be recovered from the contractor with overheads @ 5%.
3.10.2	<p>Labour Colony / Worker's accommodation sheds:</p> <p>BHEL is developing the labour colony (outside plant boundary, within leased land premises, approx. 03 km from plant boundary) consisting of approx. 20 Nos. worker's accommodation sheds (each shed having capacity to accommodate approx. 120 persons) along with kitchen sheds, common medical center, bore well, service and drinking water arrangements, internal and peripheral roads & drains, internal and external electrification, including water supply network, plumbing, sewage connections, sanitary work, metal beds with mattresses, wiring & fittings, ceiling fans, illumination, painting, finishing work, almirahs / storage racks etc.</p> <p>Common Medical Centre inside Labour colony: BHEL shall construct 01 No. Medical Centre well finished & furnished, of approx. 160 sqm in the labour establishment area for workers. Payments for medical staffs such as doctors, nurse, ambulance services, consumables, emergency medical equipment/first aid instruments/devices & running medicines shall be made by the contractor/s and same shall be shared amongst the availing agencies on pro-rata basis (on the basis of shed allocated to the contractor/s).</p> <p>Out of the total worker's accommodation shed developed by BHEL within labour colony as indicated above, 02 Nos. worker's shed (capacity of approx. 120 persons/shed) shall be allocated to contractor for this tender works on chargeable basis. Contractor shall intimate mobilization plan for Workers and BHEL shall allocate worker's accommodation shed accordingly.</p> <p>Contractor shall make his own arrangements and shall be liable for the following with respect to worker's accommodations:</p> <p>i.) To provide necessary furniture (for dining area), cooking gas, utensils, fire extinguishers etc.</p>

	<ul style="list-style-type: none"> ii.) Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies. iii.) Electricity consumption charges for the allocated worker's sheds shall be recovered from contractor's RA Bills as per prevailing DISCOM rates (along with fixed charges). Necessary metering arrangements shall have to be ensured by contractors. iv.) Electricity consumption charges for the common area in labour colony shall be borne by BHEL. v.) Maintenance, regular housekeeping and other arrangements to keep the allocated worker's accommodation sheds in neat and clean condition. vi.) Common expenses related to monthly maintenance, repair of common areas, security guards, electricity, water, cleanliness, etc. shall be shared among all agencies availing the facilities in the labour/ workers colony on a pro-rata basis (on the basis of shed allocated to the contractor/s). vii.) BHEL shall regularly inspect the conditions of labour colony and medical facilities arranged by contractor/s for the medical center and discrepancies if any informed by BHEL shall be rectified by contractor promptly. In case of non-compliance BHEL may get the rectification done through other means and recover the actual cost incurred along with 5% overheads from contractor's RA Bills. viii.) Contractor/s shall work in good faith so as to provide good medical facilities for workers engaged by them. However, BHEL shall not be a party for resolution of any kind of disputes amongst the contractors or between workers and contractors.
3.10.2.1	<p><u>RECOVERY RATES FOR WORKER'S SHEDS ALLOCATED TO CONTRACTOR AND MODE OF RECOVERY FROM CONTRACTOR'S RA BILLS:</u></p> <p>The worker's accommodation shed/s shall be allocated to the contractor on chargeable basis as per following recovery rates:</p> <p>Recovery rate towards allocation of worker's shed/s to contractor within the labour colony shall be Rs. 97,74,000/- for each shed + applicable GST. Total recovery amount for allocated worker's sheds @ recovery rate mentioned above (i.e. worker's sheds allocated to contractor * recovery rate) shall be recovered from contractor's monthly RA bills @ '25% of each RA bill amount' up to recovery of complete amount. However, total recoverable amount shall be recovered maximum up to 10th RA Bill.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. On completion of recovery of complete amount, ownership of worker's shed/s shall be transferred to contractor once the complete amount is recovered. 2. Running and Maintenance charges shall be borne by the contractors to whom the shed is allocated. 3. The contractor shall ensure dismantling / disposal of labour shed (along with sub-structure i.e. floor, foundations etc.) within reasonable time of completion of work or as directed by BHEL Engineer in Charge and no extra payment shall be made in this regard. 4. Dismantling / disposal of common facilities in labour colony (i.e. roads, drains, RO Systems, Bore well, external illuminations etc.) and common medical center shall be in the scope of respective contractor availing the facilities and same shall be decided by BHEL Site Engineer.

3.10.2.2	In the event of delay in providing the worker's accommodation sheds by BHEL / BHEL is unable to provide the worker's accommodation sheds / additional requirement, the contractor will be responsible for arranging suitable labour accommodation in compliance with statutory norms, stipulated guidelines and drawings. Any additional facilities required for the scope of work must be arranged by the contractor at their own cost.
3.10.2.3	Contractor shall ensure maintenance of workmen/labour colony in line with BHEL' standard Guidelines (As per Annexure A- Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites).
3.11	Contractor shall maintain one centralized store cum bar bending yard at his own cost. Hard surfacing of this yard and all-around drains shall be carried out by the contractor at his own cost within the quoted rate. The construction of cement storage sheds for unloading of cement bags, stacking properly in the storage sheds shall be carried out by the contractor at his own cost within the quoted rate.
3.12	<p>Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations.</p> <p>Following are the minimum amenities to be provided by the contractor within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work:</p> <ol style="list-style-type: none"> Labour rest sheds near work spot. Canteen facility creation. Drinking water facility. Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement. Exclusive arrangement of Bio toilets to be made at site for ladies. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements. Recreational facilities, etc.
3.13	Construction Power:
3.13.1	<p>BHEL is in the process of obtaining the construction power connections through State Electricity Distribution Board (UHBVN / HVPN) for inside / outside the plant premises. The process may take time of approx. 03 months from the date of award of contract period for this tender.</p> <p>Construction power whenever made available, shall be provided to the contractor on chargeable basis at one single point (inside and outside plant premises). However, based on request of Contractor and requirement of project, BHEL Site in charge, at his discretion, may provide construction power at multiple point, if feasible. If, BHEL provides electricity at more than one point, it will be responsibility of the contractor to provide all the support necessary for enabling BHEL for extending such provision to contractor.</p> <p>Till such arrangement is made available by BHEL, the contractor should make his own arrangement for alternative source of power supply through power connection / deployment of adequate number of DG sets/usage of diesel operated machines, at their cost. No separate payment shall be applicable on account of the same.</p>

	In case, BHEL is not able to provide construction power after initial period of three (03) months from the commencement of this contract due to any reason whatsoever, contractor shall continue to make his own arrangement for the same without any cost and time implication to BHEL.
3.13.2	Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
3.13.3	Contractor shall deploy and install required cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act.
3.13.4	<p>Distribution of supply shall be done by the contractor using underground cables. The contractor shall be responsible to provide complete LT distribution with Fuseless system including the supply of all materials like cables, necessary isolators/LCB, Switch boards, industrial receptacles/sockets, pipes, etc. observing the safety rules laid down by electrical authority of the State / BHEL / their customer with appropriate statutory requirements.</p> <p>All cables being used for construction power shall be armoured only. Buried cable shall be suitably identified by the route markers.</p>
3.13.5	It shall be the responsibility of Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply with the appropriate statutory requirements in all respects. The installation and maintenance of this shall be done by licensed and experienced electrician.
3.13.6	The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for 'construction, office maintenance etc.'
3.13.7	Contractor himself shall be responsible for any loss or damage to their equipment as a result of variations in voltage or frequency or interruptions in power supply.
3.13.8	The contractor will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
3.13.9	Further, as there are bound to be interruptions in regular power supply, power cut/load shedding as in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost during the power breakdown /failure to get urgent and important work to go on without interruptions. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure in providing electricity.

3.13.10	The Construction Power consumed by the contactor shall be charged based on prevalent rate of DISCOM (UHBVN / HVPN). Recovery of Construction Power shall be made from the monthly RA bills of the contractor.
3.13.11	The contractor has to provide necessary meter for measuring the power consumption. In case of any dispute, BHEL engineer's decision shall be final and binding on contractor. The meter used by the contractors shall be duly calibrated.
3.13.12	Necessary "Capacitor Banks" to improve the Power factor to a minimum of 0.9 shall be provided by the contractor at his cost. On account of the contractor's failure in maintaining the power factor as required by customer, penalty if any, levied by customer/ State Electricity Distribution Board will be recovered from contractor's bills.
3.13.13	Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost within quoted price.
3.14	Construction water:
3.14.1	<p>Within the Plant Premises:</p> <p>Construction Water (Raw water) required for construction works within the plant premises shall be provided by BHEL / Owner at single point source on chargeable basis. Tentative location of construction water (single point source) is near the plant boundary of existing HPGCL plant (approx. distance 500 m from the work area). Gate valve and metering arrangement is required to be installed by the contractor for their own use.</p> <p>Further distribution of water from single point source including required pumps & accessories, pipes, water meter for drawing water from underground storage tank / single point source to construction area shall be arranged by the contractor at their own cost to ensure supply of water without interruptions. No extra payment shall be made under this account.</p> <p>Note: Construction Water shall be provided at the same rate as charged by customer from BHEL.</p>
3.14.2	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use for execution and construction purposes.
3.14.3	Contractor to satisfy himself that the water drawn/ arranged by him is fit for construction/ consumption and adequately treat such water at his cost when it is not found fit for the said purposes.
3.14.4	In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor.
3.14.5	<p>CONTRACTOR'S OBLIGATION ON COMPLETION</p> <p>On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer</p>

	will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.
3.15	RECORDS TO BE MAINTAINED AT SITE
3.15.1	Record of Quantity of free/Chargeable items issued by BHEL must be maintained during contract execution. Also, reconciliation statement to be prepared at regular intervals.
3.15.2	<p>The below mentioned Records/ Log-books/ Registers applicable to be maintained.</p> <ol style="list-style-type: none"> a. Hindrance Register b. Site Order Book. c. Test Check of measurements. d. Steel and Cement Supply and Consumption Daily Register e. Records of Test reports of Field tests. f. Records of manufacture's test certificates. g. Records of disposal of soil/ rock generated during and after the work completion. h. Records of disposal of scraps generated during and after the work completion. i. List of T&Ps and MMEs.

ANNEXURE G to NIT: 1X 800 MW HPGCL YAMUNANAGAR STPP

8.4 BOCW Act & Cess Act

8.4.1 BOCW Cess is not to be borne by contractor.

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:	
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.	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.
6.	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.
7.	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.
8.	<p>It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also 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:</p> <ul style="list-style-type: none"> 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

9.	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.
10.	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.
11.	Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at 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 deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12.	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.

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

(Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
Project Engineering Management,
BHEL Sadan,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/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:

1X800 MW HPGCL YAMUNANAGAR STPP

Pre-Bid Meeting Details

Annexure-I

Prebid Meeting shall be conducted online through Webex. Bidders are encouraged to join pre-bid meeting for pre-bid clarifications (if any)

Meeting details for joining the meeting are as follows

- **Meeting link:**
<https://bhel.webex.com/bhel/j.php?MTID=me2ba5583dbd8a61428f46a7aabbbae1f>
- **Meeting number: 2515 667 6825**
- **Meeting password: 12345**



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT

Formats for BOP Tenders

INDEX

S.No.	Formats	<input checked="" type="checkbox"/>
1	No Deviation Sheet (Cost of Withdrawal Sheet)	<input type="checkbox"/>
2	Proforma of Declaration confirming knowledge about Site Conditions	<input type="checkbox"/>
3	Proforma of Bank Guarantee for Earnest Money Deposit (EMD)	<input type="checkbox"/>
4	Proforma of Insurance Surety Bond towards Earnest Money Deposit (EMD)	<input type="checkbox"/>
5	Proforma of Local Content Certificate as per MII Order	<input type="checkbox"/>
6	Proforma of Land Border Certificate as per GFR	<input type="checkbox"/>
7	Proforma of Declaration by Micro and Small Enterprise (MSE) bidders	<input type="checkbox"/>
8	Proforma of Declaration regarding Conflict of Interest	<input type="checkbox"/>
9	Bank Guarantee for Performance Security	<input type="checkbox"/>
10	Proforma of Insurance Surety Bond towards Security Deposit	<input type="checkbox"/>
11	Bank Guarantee for Interest Free Refundable Advance	<input type="checkbox"/>
12	Bank Guarantee for Interest Bearing Refundable Advance	<input type="checkbox"/>
13	Integrity Pact	<input type="checkbox"/>
14	RA Bill Format	<input type="checkbox"/>
15	Final Bill Submission format with No Claim Certificate and No Demand Certificate	<input type="checkbox"/>
16	Monthly Plan & Review with Contractors	<input type="checkbox"/>

Note : Bidders to submit the applicable documents as mentioned in NIT along with their offer

No Deviation Sheet (Cost of Withdrawal Sheet)

ANNEXURE-II DEVIATION SHEET (COST OF WITHDRAWAL)									
PROJECT:-									
PACKAGE :-									
TENDER ENQUIRY :-									
NAME OF THE BIDDER									
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION								
1.01									
1.02									
1.03									
1.04									
1.05									
1.06									
1.07									
1.08									
2	COMMERCIAL DEVIATION								
2.01									
2.02									
2.03									
2.04									
2.05									
2.06									
2.07									
2.08									

NOTES:

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);

Bharat Heavy Electricals Limited,
Project Engineering Management,
BHEL Sadan,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/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:

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.....(Tender Conditions), M/s. having its registered office at(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....invited by(name of the Employer) through its Unit at(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 of 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.....(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 upto and including..... 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 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.

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:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) 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.

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 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,

.....

.....

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.

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.....

Proforma of Insurance Surety Bond towards Earnest Money Deposit

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

Insurance Surety Bond No.

Date.....

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.

Format for Local Content Certificate as per MII Order in case of Self Certification

Ref:

Date:

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

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name)
for.....(Project Name) offered by M/s(bidder's name)
having its works/office at has local content of%. Further,
it is also certified that the local content percentage (%) certified above is in line with definition of local
content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision,
having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an
M/s..... qualifies as Class-I/Class-II (strike out whichever is not
applicable) local supplier.

Further, cost of imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs
..... and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is
Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

Format for Local Content Certificate as per MII Order in other case

To be given on statutory auditor / cost auditor of the company (in the case of companies) / from a practicing cost accountant / practicing chartered accountant Letter head

Ref:

Date:

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

Reference: Tender Enquiry No-.....

Name of Package:

Dear Sir,

We hereby certify that items of(Package name) for.....(Project Name) offered by M/s(bidder's name) having its works/office at has local content of%. Further, it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Further, cost of imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

Proforma of Land Border Certificate as per GFR

Ref:

Date:

To,

Bharat Heavy Electricals Limited

PEM, BHEL SADAN,

Plot No 25, Sector -16A

Noida (U.P)-201301

Reference:

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

Tender Enquiry No-.....

Offer No-.....

Name of Package:

Dear Sir,

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

Thanking You,

Yours faithfully,

(Company director seal and signature)

To be given on Letter head of Bidder

Mandatory declaration by Micro and Small Enterprise (MSE) bidders

Ref:

Date:

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

Reference: Tender Enquiry No-.....

Name of Package:

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

To be given on Letter head of Bidder

Mandatory declaration by bidders regarding conflict of interest

Ref:

Date:

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

Reference: Tender Enquiry No-.....

Name of Package:

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Thanking You,

Yours faithfully,

(Authorized signatory seal and signature)

BANK GUARANTEE FOR PERFORMANCE SECURITY

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

Bank Guarantee No:

Date:.....

To

Bharat Heavy Electricals Limited,

Execution Agency (PSNR, PSER, PSSR, PSWR as applicable)

Name & Address

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 _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ 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.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (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 upto a maximum amount of Rs ----- (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

BANK GUARANTEE FOR PERFORMANCE SECURITY

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

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 upto and including..... 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 thewe 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.

Courts at Delhi 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.....
- b) This Guarantee shall be valid up to

BANK GUARANTEE FOR PERFORMANCE SECURITY

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

- c) 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.

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 : The validity of Bank Guarantee towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months

⁸ DATE OF EXPIRY OF CLAIM PERIOD : The Claim period may be kept 3 to 6 months beyond the validity date

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.
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.

BANK GUARANTEE FOR PERFORMANCE SECURITY

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

3. 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 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 xxxxxxxxx Region,
xxxxxxxxxxxxxxxxxxxxxxxxxxxx**

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 **...xxxxxxxxxx...** (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 No. **...xxxxxxxxxx...** dated **...dd/mm/yyyy...** and the same having been unequivocally accepted by the contractor, valued at **Rs. ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... 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. ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... Only).**

We **...[Name & Address of the Insurer]...** having its Head Office at **...xxxxxxxxxx...** (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 ...xxxxxxxxxx... (Rupees ...xxxxxxxxxx... 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... [@]**.

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

Proforma of Insurance Surety Bond towards Security Deposit

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

Insurance Surety Bond No.....

Date.....

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 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. ...xxxxxxxxxxx... (Rupees ...xxxxxxxxxxx... 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.....

WITNESS :

- | | | |
|----|--|--|
| 1. |
(Signature)
.....
(Name)
.....
(Official Address) |
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp) |
| | | Authorised Vide Power of
Attorney
No.....
Date..... |
| 2. |(Signature)
.....(Name)
.....(Official Address) | |

Notes:

- 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.
- 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.

BANK GUARANTEE FOR INTEREST FREE REFUNDABLE ADVANCE

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

Bank Guarantee No:

Date:.....

To

Bharat Heavy Electricals Limited,

Power Sector Region,

.....(Address)

Dear Sirs,

This deed of Guarantee made this _____ day of _____ two thousand _____ by **< Name and Address of Bank >** hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) 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, New Delhi - 110049 through its unit at Power Sector, Region,(Address)....., hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s. _____ (hereinafter referred to as the Contractor) have entered into a Contract arising out of Letter of Award no. _____ dtd _____ (hereinafter referred to as "the Contract") for the **< Name of work >** with the Company.

AND WHEREAS the Contract inter-alia provides that the Company will pay to the Contractor interest free advance of Rs. _____ (Rupees _____ only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs. _____ (Rupees _____ only) in favour of the Company.

AND WHEREAS the Company has agreed to accept a Bank Guarantee from a Bank to cover the said advance.

AND WHEREAS the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

NOW THIS DEED WITNESSES AS FOLLOWS:-

- (1) In consideration of the Company having agreed to advance a sum of Rs. _____ (Rupees _____ only) to the Contractor, the Guarantor do hereby guarantee the due recovery by the Company of the said advance thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and /or the said advance is not fully recovered by the Company the Guarantor do hereby

BANK GUARANTEE FOR INTEREST FREE REFUNDABLE ADVANCE

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

unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs._____ (Rupees_____ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance as aforesaid.

- (2) The decision of the Company whether the Contractor has failed to utilize the said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs._____ shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by the Company in any Court Tribunal or Arbitration proceedings or before any other Authority.
- (3) The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either enforce or forebear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Contractor or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.
- (4) The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after_____ i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
- (5) The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
- (6) It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

BANK GUARANTEE FOR INTEREST FREE REFUNDABLE ADVANCE

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

- (7) Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs. _____ (Rupees _____). Our guarantee shall remain in force until _____, i.e. the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time. Unless a claim or demand under this guarantee is made against us on or before-----, we shall be discharged from our liabilities under this Guarantee thereafter.
- (8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Nagpur only.
- (9) The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated _____ (To be incorporated by the Bank) granted to him by the proper authorities of the Guarantor.

IN WITNESS whereof the _____ (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank

(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted, under sealed cover.

BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

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

Bank Guarantee No:

Date:.....

To

**Bharat Heavy Electricals Limited,
Power Sector Northern Region,
BHEL SADAN, Plot No. 25, Sector-16A,
Noida, (U.P.) – 201301**

Dear Sirs,

This deed of Guarantee made this _____ day of _____ two thousand _____ by < **Name and Address of Bank**> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) 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, New Delhi - 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, BHEL SADAN, Plot No. 25, Sector-16A, Noida, (U.P.) - 201301, hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s. _____ (hereinafter referred to as the Contractor) have entered into a Contract arising out of Letter of Award no.: _____ dtd. _____ (hereinafter referred to as "the Contract") for the < **Name of work** > with the Company.

AND WHEREAS the Contract inter-alia provides that the Company will pay to the Contractor interest bearing advance of Rs. _____ (Rupees _____ only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs. _____ (Rupees _____ only) in favour of the Company.

AND WHEREAS the Company has agreed to accept a Bank Guarantee from a Bank to cover the said advance.

AND WHEREAS the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

NOW THIS DEED WITNESSES AS FOLLOWS: -

(1) In consideration of the Company having agreed to advance a sum of Rs. _____ (Rupees _____ only) to the Contractor, the Guarantor do hereby

BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

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

guarantee the due recovery by the Company of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and /or the said advance together with interest as aforesaid is not fully recovered by the Company the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs. _____ (Rupees _____ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance with interest as aforesaid.

- (2) The decision of the Company whether the Contractor has failed to utilise the said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs. _____ with interest if any shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by the Company in any Court Tribunal or Arbitration proceedings or before any other Authority.
- (3) The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either enforce or forebear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Contractor or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.
- (4) The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after _____ i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

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

- (5) The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
- (6) It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.
- (7) Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs. _____ (Rupees _____). Our guarantee shall remain in force until _____, i.e. the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time. Unless a claim or demand under this guarantee is made against us on or before _____, we shall be discharged from our liabilities under this Guarantee thereafter.
- (8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Delhi only.
- (9) The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated _____ (To be incorporated by the Bank) granted to him by the proper authorities of the Guarantor.

IN WITNESS whereof the _____ (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:
SEAL

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Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted, under sealed cover.

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.

**SANJEEV
KUMAR**

Digitally signed by SANJEEV KUMAR
DN: c=IN, postalCode=201301, st=UTTAR
PRADESH, street=GAUTAM BUDDHA NAGAR,
l=GAUTAM BUDDHA NAGAR, o=BHARAT
HEAVY ELECTRICALS LTD., ou=BHEL, PS=PEM,
serialNumber=9a160549da81651ce4aa5911b
eed1eff0238ec0c968155b4b057a3756325,
pseudoym=9142a5d444224b72a9937ccb07
8765d2,
2.5.4.20=abed8d80c5e92f262765426c245208
a827f9f2a896a73b3c099589e0aef5932,
email=SANJEEV_K@BHELJIN, cn=SANJEEV
KUMAR

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: **AMIT**
(Name & Address) **KUMAR**

Digitally signed by AMIT KUMAR
DN: c=IN, postalCode=201301, st=UTTAR PRADESH,
street=C-108, SECTOR-41, NODIA GAUTAM BUDH
NAGAR, l=GAUTAM BUDDHA NAGAR, o=BHARAT
HEAVY ELECTRICALS LIMITED, ou=HOD,
serialNumber=aa115ad83d33c36668795cb02e5e12985
52898c2bf21c8ae7740da23174ba24e,
pseudoym=78c3e1bd32d9e065aa01004630e32ce3,
2.5.4.20=eba276df849a5dc2cb64eeb43d0687c457dff
b767ae148f84c6bdf896cca1e,
email=AMITKUM@BHELJIN, cn=AMIT KUMAR
Date: 2025.12.01 14:31:28 +05'30'

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

Witness: _____
(Name & Address) _____

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
Running Account Bill
(Para 4.3.1 of Works Accounts Manual)

Name of the Contractor
Name of the Work:
Sanctioned Estimate:
Code No.:
Contract Agreement No.:

Division:
Date of written order to
commence the Work:
Date of commencement
of work:
Due date of completion as per
agreement
Date of approval of Competent Authority for time extension as applicable
(copy to be enclosed).

Dated:

Departmental Bill No.
Date:
Sub-Division:
Period of work covered in this
bill:

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item No. of work	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity executed since last RA bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

** 1. Whenever payment is made on adhoc 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 upto date in column 3 may become nil.

Total value of work done upto 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

Note :
Wherever adhoc payments to contractors against running bills are made in accordance with the extant Works Policy, the amount so paid shall be adjusted.

II. MEMORANDUM OF PAYMENTS

	I	II
1. Total value of work actually measured as per Account No. I, Column 10	(A) .....	.....
2. Total upto date adhoc payment for work covered by approximate or plan measurements as per Account I, Col. 3	(B) .....	.....
4. Total upto date payments [(A)+(B)]	(C) .....	.....
5. Total amount of payments already made as per entry (D) of last Running Account Bill No. dated forwarded to the Accounts Department on	(D) .....	.....
6. Balance [(C) - (D)]	.....	.....
7. Payments now to be made:		
a) by cash / cheque	.....
b) by deduction for value of materials supplied by BHEL vide Annexure A attached	.....
c) by deduction for hire of tools and plant vide Annexure B attached	.....
d) by deduction for other charges vide Annexure C attached	.....
e) by deduction on account of security deposit	.....
f) 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

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 reorded at pages - of Measurement Book No. (Name and Designation)	
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 the adhoc 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.	
4	Certified that measurements by Engineer-in-charge and test check of prescribed percentage of measurements by the concerned superior authorities has been carried out.	
5	Certified that there are no pending recoveries from the contractor on account of chargeable items (e.g T&P, consumables, material, etc.) issued either by BHEL or by the customer and other recoveries like power, water, quarter, tax liability towards declaration forms etc.	
6	Certified that with regard to the free issues, regular reconciliation is being done, completed upto and there are no recoveries pending from the contractor on account of such issues in excess of requirement for execution of work as per contract.	
7	Certified that there is no pending recovery for damaged material issued free of cost.	
8	Certified that the contractor has fulfilled all the requirements as per contract with reference to statutory obligations (PF, ES, Minimum Wages, BOCW, Insurance etc.) support services such as service manpower, computer system , T&P etc	

Signature of Contractor

Signature of Engineer in Charge

Date:

Designation:
Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

1	Certified that the measurements have been check measured to the prescribed extent by at site and also by the undersigned and the relevant entries have been initialed in the Measurement Book. (vide pages)
2	Certified that all the measurements recorded in the measurement book have been correctly billed for
3	Certified that all recoverable 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)

* Here specify the net amount payable.

Date:

Signature of Senior Engineer

V. ENTRIES TO BE MADE IN THE FINANCE DEPARTMENT

Accounts Bill No. dated
Entered in Journal Book vide entry No. dated
Passed for Rs.
Less Deductions Rs.
Net amount payable Rs.
(Rupees only)
Payable to Shri / M/s by cheque / cash
Entered in Contractors ledger No. Page

Code No. :

ALLOCATION

Debit
(Gross amount)

Credit
(Deductions)

Estimate No :
Name of Work :
Account code head

Total

Assistant
Date:

Accountant
Date:

Finance Executive
Date:

[illegible]

Certified that (balance quantity of free issue material as per Col. 8 above) is physically available with the Contractor.

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

Statement showing tools and plant issued to the contractor Shri/M/s..... in respect of Contract Agreement No..... Dated.....

Signature of Contractor
Date :

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....in respect of contract Agreement No.Dated

S. No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered up to previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Seigniorage charges							
4	Medical charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								

TOTAL

Signature of Contractor
Date :
Signature of Engineer in Charge
Date :

ANNEXURE D
DEVATION STATEMENT

Name of the Contractor:
Contract Agreement No

Name of Work:

Date:

S. No.	Description of Item	Unit	Quantity as per agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement	Rate as executed	Amount as per agreement	Amount as executed	Amount further anticipated	Total Amount anticipated on completion	Difference	Excess	Savings	Reason for deviation with authority, if any
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	

Signature of Engineer in Charge
Date :

Signature of Senior Engineer
Date :

BHARAT HEAVY ELECTRICALS LIMITED
.....
DIVISION.....
.....**And Final Bill**.....
(Para 4.3.2 of Works Accounts Manual)

Departmental Bill No:
Date:
Name of the Contractor:
Name of the Work:

Division:
Date of Written order to commence the work:
Date of commencement of the Work:
Dated:

Sub-Division:
Due date of completion as per Agreement:

Sanctioned Estimate:
Contract Agreement/ Work Order No:
Date of actual completion of the work:

I. ACCOUNT OF WORK EXECUTED

1	2	3	4	5	6	7	8	9	10	11	12	13
Adhoc payment for work not previously measured **	Since last running account bill	Total upto date	Item no. of the agreement / work order	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks

** 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 upto date in column 3 may become nil.

Total value of work done upto 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 PAYMENTS

1	Total value of work actually measured as per Account No. 1 column 10	(A)	-----
2	Deduct amount of payments already made as per last running account bill No. dated	(B)	-----
3	Payment now to be made [(A) - (B)]	(C)	-----
4	Deduct amounts recoverable from the contractor on account of : a) Materials supplied by BHEL vide Annexure A attached b) Hire of tools and plant vide Annexure B attached c) Other charges vide Annexure C attached d) Income Tax		----- ----- ----- -----
	Total Deductions		-----
5	Balance		-----
6	Refunds of Security Deposit		-----
7	Net amount to be paid to the contractor		-----
	Net value Rupees (in words)		----- Only

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....Dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order.

Signature of the Contractor
Date:

III CERTIFICATE OF THE ENGINEER IN CHARGE

1. The measurements on which the entries in columns 7 to 11 of Part I of this bill (Account of work executed) are based were made by.....
.....are recorded at pages.....of measurement book No..... (Name and Designation)
2. A statement showing the quantities of stores issued to the contractor (whether free on recovery basis) and their disposal is attached.

Date:
Signature of Engineer incharge
Designation:

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

Signature of Senior Engineer

Date

Account code head	Debit [Gross Amount]	Credit [Deductions]
TOTAL		

Passed for.....	Rs.....
Less Deductions.....	Rs.....
Net Amount Payable.....	Rs.....
(Rupees.....only)	

Date:

Finance Executive

ANNEXURE A
Part I

Statement showing details of materials issued to the contractor Shri / M/s.....In respect of Contract Agreement / Work Order No.....Dated..... and covered by the agreement.

Sl.No.	Stores Issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the Contractor				Remarks
							Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	

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

Total

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE A
Part II

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

Sl.No	Stores Issue Voucher No. and Date	Issue Voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
-------	-----------------------------------	--	--	-----------------	--	------------	--------------------	-------------------------------------	-----------------------	---------

1	2	3	4	5	6	7	8	9	10	11
---	---	---	---	---	---	---	---	---	----	----

TOTAL
Add Departmental Charges
Add GST (Wherever applicable)
GRAND TOTAL

Signature of Contractor
Date:

Signature of Engineer-in-Charge
Date:

Signature of Senior Engineer
Date:

Note: Cost of materials recovered in this bill should be shown against Item 4 (a) of the memorandum of payments. The amounts of taxes and departmental charges recovered in this bill should be incorporated in Annexure C.

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri /M/s.....in respect of contract Agreement / Work Order No.....Dated.....

Sl.No.	Description of Tools and Plant Issued	Period for which issued	Rate at which recovery is to be made	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8

TOTAL

Signature of Contractor
Date

Signature of Engineer-in-Charge
Date

Signature of Senior Engineer
Date

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....In respect of Contract Agreement / Work Order No.....Dated.....

Sl.No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered upto previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Medical charges							
4	Cost of empty gunny bags and empty containers not returned							
5								
6								
7								

TOTAL

Signature of Contractor
Date

Signature of Engineer in Charge
Date

Signature of Senior Engineer
Date

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	Rate as executed	Amount as per agreement	Amount as executed	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge _____ Signature of Senior Engineer _____
Date: _____ 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: _____

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 & 8)		Rate chargeable for excess/short consumption, if any	Amount Recoverable for excess/short consumption, including materials not returned, if any	Remarks
								More	Less			
1	Cement											
2	Bricks											
3	Wood											
4	Asbestos Sheet											
5	Iron Material											
6												
7												

Signature of Contractor _____ Signature of Engineer in Charge _____ Signature of Senior Engineer _____
Date: _____ Date: _____ Date: _____

- Note
- The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 & 6 respectively of Annexure A (Part I and II)
 - Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

ANNEXURE F

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

Name of the Work:

FREE OF COST											
Sl.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	Amount recoverable for material not returned	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE G
QUESTIONNAIRE TO BE ANSWERED BY THE ENGINEER IN CHARGE AND SENIOR ENGINEER
(Correct particulars and answers to be recorded)

1. Name of the Work:
2. Name of the Contractor:
3. Date of commencement of the Work:
4. Contract agreement /Work Order No. and date:
5. Reference to the supplementary Agreement No. if any:
6. Whether administrative approval and technical sanction has been accorded by the competent authority? If so, cite reference?
7. Whether sanction of the competent authority and financial concurrence of the Finance Department for award of the work has been accorded? If so, cite reference.
8. 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 Finance 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).
9. (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 Finance Department together with rate analysis? If so, cite reference
10. Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.
11. 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?
12. Whether discrepancies pointed out by the Finance department in the stores statement have been reconciled and accepted by the Finance Department?
13. 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 materials has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill?
14. Whether consumption of materials shown has been technically checked by Senior Engineer?
15. Whether materials issued and used in the work is not less than that required for consumption in work according to our specifications? If consumption is less, whether necessary recovery has been made in the bill?
16. Whether measurements have been checked by the Engineer and Senior Engineer to the extent required and certificates of check recorded in the measurement books?
17. Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Finance Department?
18. Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially?
19. Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.
20. Whether all advance payments on running accounts have been recovered?
21. Whether all the recoveries due for services given to the contractor like rent of accommodation, water charges, electricity charges have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?
22. Whether the files containing abstracts from measurement books/standard measurement books have been completed/updated?
23. Whether hire charges for tools & plant have been recovered and the statement of hire charges with full details attached?
24. Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer Incharge/Senior Engineer and whether recoveries have been made for defective works, if any?
25. Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?
26. Whether final measurements have been taken as soon as possible after completion of the work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to finance department?
27. In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to finance department?
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimate?
29. Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of the Senior Engineer, what action has been taken for obtaining the approval of the authority competent to sanction the excess?
30. (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 covers the entire maintenance period?
(b) If not whether security deposit has been proposed to be recovered from the final bill?
31. Whether all the previous audit objections raised on running account bills have been settled? If so, cite references.

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

Form No: F-14 (Rev 01)
Page 1 of 6

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

PART-A: PLAN/REVIEW OF SUPPLY/WORK FOR THE MONTH OF Date of Plan/ Review.....

SN.	Description of Supply/Work	Unit of Measurement	Unit Rate	Planned			Cumulative Shortfall attributable to contractor upto last month (Refer Note 1)			Achieved		Shortfall attributable to BHEL w.r.t Plan (as per Col. 3 of Part-D)		Cumulative Shortfall attributable to Contractor upto & including this month		REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)
				(QTY Planned for the month as per Part –C of last month)			(Refer Note 1)			C		D		E=A+B-C-D		
				Phy.	Financial		Phy	Financial		Phy.	Financial	Phy.	Financial	Phy.	Financial	
(a)	(b)	(c)	(d)													
	Value of Other Items not mentioned above but planned to be executed in this month															
Total				ΣA			ΣB			ΣC		ΣD		ΣE		

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

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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.

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.

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

Form No: F-14 (Rev 01)
Page 3 of 6

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 OFDate 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
		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		
	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)

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



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MONTHLY PLAN & REVIEW WITH CONTRACTOR

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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	

Percentage of Manpower Deployed= $100 \times \Sigma(Cx D) / \Sigma(A \times B)$

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(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

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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 Supply/work	Original Planned Quantity	Planned Quantity (excluding shortfalls attributable to contractor till date)	Unit of Measurement	T&Ps Required				Manpower Required		REMARKS (Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given)
					Contractor Scope		BHEL Scope		Category of Labour	No. of Labour required as per Category	
					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			

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.

Note 3: Part- A and C shall only be applicable for supply Portion.

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)

	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Form No: F-14 (Rev 01) Page 6 of 6
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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 Measurement			
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.

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

Note 3: Part- A and C shall only be applicable for supply Portion

BHEL
(Sign with name, designation and date)