

Rev 02  
17<sup>th</sup> Sept  
2020

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

TENDER NO.: BHEL/NR/SCT/SINGRAULI/RCC  
CUTTING/ 1381

NAME OF WORK: CONTROLLED CUTTING AND REMOVAL  
OF RCC PEDESTAL USING DIMAOND WIRE SAW AND  
ANCHORING OF REBARS IN BOILER FOUNDATIONS AT  
2X800 MW NTPC SINGRAULI, STAGE-III, UTTAR PRADESH

Bharat Heavy Electricals Limited



**NOTICE INVITING E-TENDER (NIT)****NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**

To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system (National competitive bidding (NCB) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	<b>TENDER NUMBER</b>	BHEL/NR/SCT/SINGRAULI/RCC CUTTING/ 1381	
ii	<b>Broad Scope of job</b>	CONTROLLED CUTTING AND REMOVAL OF RCC PEDESTAL USING DIMAOND WIRE SAW AND ANCHORING OF REBARS IN BOILER FOUNDATIONS AT 2X800 MW NTPC SINGRAULI, STAGE-III, UTTAR PRADESH	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Not Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Not Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	<b>Issue of Tender Documents</b>	Tender documents will be available for downloading from BHEL eProcurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) till due date of submission:  Brief information of the tenders shall also be available at BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> )	<i>Applicable</i>
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date :24/09/2025, Time : 10:00 hrs</b> <b>Place : on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></b>	<i>Applicable</i>
vi	<b>OPENING OF TENDER</b>	<b>Date : 24/09/2025, Time : 15:30 hrs</b> <b>Notes:</b> (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.	<i>Applicable</i>

		(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT		Not Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Two days before bid submission due date</b>  Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: I C Kumar  Designation: Sr. DGM  Deptt: SCT  Address: PSNR, 9<sup>TH</sup> FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA-201301  Phone: (Landline/Mobile) 0120 – 2416292  Email : <a href="mailto:ick@bhel.in">ick@bhel.in</a></p> <p>2) Name: Ankita Pandey  Designation: Sr.Engineer  Deptt: SCT  Address: PSNR, 9<sup>TH</sup> FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA-201301  Phone: (Landline/Mobile) 0120-2416469  Email : <a href="mailto:ankita@bhel.in">ankita@bhel.in</a></p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not applicable.
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> --&gt;Tender Notifications →View Corrigendums), BHEL eProcurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) <b>and not in the newspapers</b>. Bidders to keep themselves updated with all such information.</p>	
xiii	Form of Contract/ Tender Category	WORKS CONTRACT	
xiv	The evaluation currency for this tender shall be INR.		

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 **Not Used.**
- 4.0 ~~Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.~~

~~For Electronic Fund Transfer the details are as below :-~~

~~a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited~~

~~b) **Bank Particulars**~~

- ~~i). Bank Name :- STATE BANK OF INDIA~~  
~~ii). Bank Telephone No. (with STD code) :- 011-23475566~~  
~~iii). Branch Address :- CAG II BRANCH, NEW DELHI~~  
~~4<sup>th</sup> & 5<sup>th</sup> FLOOR, REDFORT CAPITAL,~~  
~~PARASNATH TOWERS, BHAI VEER SINGH~~  
~~MARG, GOLE MARKET, NEW DELHI 110001~~  
~~iv). Bank Fax No. (with STD code) :- 011-23475566~~  
~~v). Branch Code :- 17313~~  
~~vi). 9 Digit MICR Code of the Bank Branch :- 110002562~~  
~~vii). Bank Account Number :- 10813608647~~  
~~viii). Bank Account Type :- CASH CREDIT~~  
~~ix). 11 Digit IFSC Code of Beneficiary Branch :- SBIN0017313~~

~~(Note :- In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.)~~

- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

**a. Technical Tender (UN priced Tender)**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.

- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

#### **DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

#### **Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

#### **The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

The contact details of the service provider are given below:

**For any technical related queries please call at 24 x 7 Help Desk Number**

**0120-4001 002, 0120-4001 005 & 0120-6277 787**

International bidders are requested to prefix 91 as country code

Email Support - Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

**Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority**

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

**(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	GNFC	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	e-Mudhra	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>

3	Safescrypt	<a href="http://www.safescrypt.com">www.safescrypt.com</a>
---	------------	--

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>.

6.0 Not used.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **PERFORMANCE OF BIDDERS:**

- 'Monthly Performance' of the bidder for all the package covered under the tendered scope-shall be captured for the packages Under execution'. (refer Table-1)
- The monthly performance rating, shall be calculated as per Online Systems i.e. Contractor Performance Evaluation System (CPES) and Safety Performance Evaluation System (HSEPES). The scores assigned in HSEPES shall be scaled down to 10 and assigned in CPES against the category "HSE" (mentioned in Form F-15).

➤ **Explanatory note:**

- Identified Packages (Unit wise) **Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). C&I	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elect. and C&I)	iii). ESP
iv). Structural Steel Fabrication & Erection	iv). Electrical Enabling Works	iv). LP Piping
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		vii). Hydro Turbine Generator set & Aux
		viii). Turbo Blower (including Steam Turbine)
		ix). Material Management
		x). FGD
		xi). ACC
		xii). Others (Mechanical)

- 'Under execution' shall mean works in progress as per the following:

- (a) Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
- (b) Up to Steam Blowing in case of Boiler/ESP/Piping Packages
- (c) Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
  - Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27<sup>th</sup> of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
  - Project on Hold due to reasons not attributable to bidder -
    - **Short hold:** Evaluation shall not be applicable for this period.
    - **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation shall not be considered for this period.
  - Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of

BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 ~~Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause no. 1, Salient Features of NIT, Sl. no. (xi) above.~~

——“Integrity Pact (IP)”

- ~~(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.~~

Sl. No.	IEM	Email
1.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
2.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- ~~(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.~~
- ~~(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.~~

——Note:

~~No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 1, Salient Features of NIT, Sl. No. (ix) above.~~

- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under DEBARMENT.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.



- 18.0 Validity of the offer shall be **for Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 ~~BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on “supplier registration page” i.e. <<https://www.bhel.com/guidelines-reverse-auction-2024>>) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.~~  
~~Price Bids of all the 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.~~
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) – Not applicable
- 24.0 The bidder shall submit documents in support of possession of ‘Qualifying Requirements’ duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on [www.bhel.com](http://www.bhel.com) on “supplier registration page”.
- 28.0 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**  
BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

**29.0 MSE : Micro and Small Enterprises (MSE) This is a WORKS CONTRACT. MSE BENEFIT SHALL NOT BE APPLICABLE FOR THE PACKAGE.**

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**31.0 PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:-
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of (III) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

**32.0 Not used**

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

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

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

- 34.0 Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, a declaration in Annexure – 12 regarding 'Conflict of Interest' to be signed by the authorized signatory of the bidder.

**35.0 Not used**

**36.0 Order of Precedence:**

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. ~~Special Conditions of Contract (SCC)—Volume-1B~~
- f. ~~General Conditions of Contract (GCC)—Volume-1C~~
- g. Forms and Procedures —Volume-1D

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

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:**

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Not used
- (iv) Annexure-4: Not used
- (v) Annexure-5: Not used
- (vi) Annexure-6: Not used
- (vii) Annexure-7: Not used
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration reg. Related Firms & their areas of Activities
- (x) Annexure-10: Declaration reg. minimum local content in line with revised public procurement
- (xi) Annexure-11: Declaration by the Contractor
- (xii) Annexure-12: Declaration Regarding 'Conflict of Interest'
- (xiii) Other Tender documents as per this NIT.

**ANNEXURE - 1****PRE QUALIFYING REQUIREMENTS (PQR)**

JOB	CONTROLLED CUTTING AND REMOVAL OF RCC PEDESTAL USING DIMAOND WIRE SAW AND ANCHORING OF REBARS IN BOILER FOUNDATIONS AT 2X800 MW NTPC SINGRAULI, STAGE-III, UTTAR PRADESH
TENDER NO.	BHEL/NR/SCT/SINGRAULI/RCC CUTTING/ 1381

SL. NO.	NAME AND DESCRIPTION OF PRE-QUALIFICATION CRITERIA	
A	<b><u>TECHNICAL:</u></b>  <b><u>Bidder who wish to participate should have:</u></b> <ol style="list-style-type: none"> <li>Executed the cutting of RCC of minimum of 60sqm in one order using diamond wire saw at any of the project in last 7 years. <b>AND</b></li> <li>Executed Chemical anchoring of reinforcement bar of minimum 16mm dia size and above at any of the project in last 7 years. <b>AND</b></li> <li>Bidder should be an applicator of HILTI or WURTH. Bidder to submit the document duly issued by HILTI or WURTH to support this claim</li> </ol>	Applicable
	<b><u>Explanatory Notes</u></b> <ol style="list-style-type: none"> <li>For QR 'A' above the word 'Executed' means the bidder should have achieved the Technical Criteria, specified in the QR, even if the total contract has not been completed or closed.</li> <li>Completion date for achievement of the technical criteria specified in the QR (Sl. No. A) should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.</li> <li>For Sl. No A.1 &amp; A.2 bidder to submit Work Order copies, work completion certificate issued by customer or any other document (like billing or payment related details) to support that work was done by the bidder.</li> </ol>	
B	<b><u>FINANCIAL:</u></b> <b><u>TURNOVER:</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 36.98 Lakhs or more</b> over last three Financial Years (FY) i.e. (2021-22, 2022-23, 2023-24).	Applicable
B-1		
B-2	<b><u>NETWORTH</u></b> (only in case of Companies): Net worth of the Bidder based on the latest Audited Accounts as furnished for 'B-1' above should be positive	Applicable
B-3	<b><u>PROFIT:</u></b> Bidder must have earned profit in any one of the Five financial years as applicable in the last five financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23, 2023-24. Bidders to submit audited Balance Sheet and Profit & Loss Statement for the year as supporting documents.	Applicable

<b>B-4</b>	Bidder must not be under Bankruptcy Code Proceedings (IBC) as on date by NCLT or under liquidation/BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	<b>Applicable</b>
<b>C</b>	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A & B	<b>By BHEL</b>
<b>D</b>	Consortium criteria	<b>Not Applicable</b>

**Explanatory Notes for Financial PQR:**

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the three years as indicated against 'B-1' above.
2. In case of audited financial statements have not been submitted for all three years as indicated against 'B-1' above, then the applicable audited statements submitted by bidders against the requisite three years, will be averaged for three years.
3. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
4. B-2: NET WORTH: Shall be calculated based on the latest Audited Accounts, as furnished for 'B-1' above.  
Net worth = Paid up share capital + Reserves.
5. B-3: PROFIT: Shall be PBT earned during any one year of the last five financial years as in 'B-3' above.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

**ANNEXURE - 2****CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer..	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	Details of Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:	
5	EMD DETAILS	Not Applicable	
6	Validity of Offer	TO BE VALID FOR SIX MONTH FROM DUE DATE	
	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	YES / NO
8	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE – 1 ) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
9	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	YES / NO
10	Copy of PAN Card	Applicable	YES / NO
11	Copy of GST registration	Applicable	YES / NO

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
13	Integrity Pact (Annexure – 7 of NIT)	Not Applicable	<del>YES</del> / NO
14	Annexures – 8, 9, 10, 11 & 12 of NIT	Applicable	YES / NO
15	Offer forwarding letter / tender submission letter <b>[Form No. F-01 (Rev 00)]</b>	Applicable	YES / NO
16	Declaration by Authorised Signatory <b>[Form No: F-02 (Rev 00)]</b>	Applicable	YES / NO
17	Declaration by Authorised Signatory regarding Authenticity of submitted documents <b>[Form No: F-02A (Rev 00)]</b>	Applicable	YES / NO
18	No Deviation Certificate <b>[Form No: F-03 (Rev 00)]</b>	Applicable	YES / NO
19	Declaration confirming knowledge about Site Conditions <b>[Form No: F-04 (Rev 00)]</b>	Applicable	YES / NO
20	Declaration for relation in BHEL <b>[Form No: F-05 (Rev 00)]</b>	Applicable	YES / NO
21	Non-Disclosure Certificate <b>[Form No: F-06 (Rev 00)]</b>	Applicable	YES / NO
22	Bank Account Details for E-Payment <b>[Form No: F-07 (Rev 00)]</b>	Applicable	YES / NO
23	Format for seeking clarification <b>[Form No: F-08 (Rev 00)]</b>	Applicable	YES / NO
24	Power of Attorney for Submission of Tender/Signing Contract Agreement <b>[Form No: F-25 (Rev 00)]</b>	Applicable	YES / NO
25	Analysis of Unit rates <b>[Form No: F-26 (Rev 00)]</b>	Applicable	YES / NO
26	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO

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

DATE :

Sign. of the **AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)



ANNEXURE – 3, 4 , 5 , 6 & 7- **Not used**

**ANNEXURE – 8**

**UNDERTAKING**

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

**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No: BHEL/NR/SCT/SINGRAULI/RCC CUTTING/ 1381

I/We, \_\_\_\_\_

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

Place:

Date:

**ANNEXURE-9****DECLARATION**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Address: BHEL, \_\_\_\_\_

Email: \_\_\_\_\_

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

**Note:** *I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.*

Regards,

(\_\_\_\_\_)

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Annexure-10**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup>  
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

To,

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

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19<sup>TH</sup> July,2024 and subsequent order(s).

**Ref :** 1) NIT/Tender Specification No: BHEL/NR/SCT/SINGRAULI/RCC CUTTING/ 1381  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ...      |          |
| ...      |          |
| ...      |          |

Thanking you,  
Yours faithfully,

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

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**ANNEXURE-11**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

*(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

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

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref :** 1) NIT/Tender Specification No. BHEL/NR/SCT/SINGRAULI/RCC CUTTING/ 1381

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ **(SPECIFY THE NAME OF THE ORGANIZATION HERE)**, is not from such a country/ has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

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

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

**ANNEXURE-12**

**DECLARATION REGARDING 'CONFLICT OF INTEREST'**

*(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

To,

*(Write Name and Address of Officer of BHEL inviting the Tender);*

Dear Sir,

**Sub:** Declaration regarding 'Conflict of Interest'.

**Ref :** 1) NIT/Tender Specification No: BHEL/NR/SCT/SINGRAULI/RCC CUTTING/ 1381  
2) All other pertinent issues till date

**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.

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

VOLUME- IA: TECHNICAL  
CONDITIONS OF CONTRACT (TCC)

NAME OF WORK: “CONTROLLED  
CUTTING AND REMOVAL OF RCC  
PEDESTAL USING DIMAOND WIRE SAW  
AND ANCHORING OF REBARS IN  
BOILER FOUNDATIONS AT 2X800 MW  
NTPC SINGRAULI, STAGE-III, UTTAR  
PRADESH”

BHARAT HEAVY ELECTRICALS  
LIMITED



## TECHNICAL CONDITIONS OF CONTRACT (TCC)

---

Sl. No.	DESCRIPTION	Chapter	PAGE No.
	<b>Contract specific details</b>		
1	Project Information & General Instructions	Chapter-I	3-10
2	Scope of Works	Chapter-II	11-14
3	DELETED	Chapter-III	-
4	DELETED	Chapter-IV	-
5	DELETED	Chapter-V	-
6	Time Schedule	Chapter-VI	15
7	Terms of Payment	Chapter-VII	16-17
8	Taxes and other Duties	Chapter-VIII	18-20
9	DELETED	Chapter-IX	21
10	Other Important Conditions	Chapter-X	22-23
11	ANNEXURES	Chapter-XI	24-25

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information & General Instructions

### **PROJECT: 2 X 800 MW SINGRAULI SUPER THERMAL POWER PROJECT STAGE-III**

NTPC has awarded the work for 2x800 MW Singrauli STPP (Stage-III) on EPC basis. Singrauli Stage-I and Stage-II are in operation in Sonbhadra Distt of Uttar Pradesh.

#### **1.0 Project Information is as follows:**

<b>Sl. No.</b>	<b>Title</b>	<b>Description</b>
<b>1</b>	<b>Owner/Customer</b>	NTPC Ltd.
<b>2</b>	<b>Project Title</b>	2x800MW SINGRAULI STPP (STAGE-III)
<b>3</b>	<b>Project Site Location</b>	Singrauli STPS is located in Sonbhadra district of Uttar Pradesh. The project is located at 118km towards South of District Head Quarters Robertsganj and is well connected by State Highway SH-5A.
<b>4</b>	<b>Nearest Railway Station</b>	The nearest railway station is Shaktinagar at 3Km. Other nearby Important Stations are Renukoot Junction about 60 Km, Mirzapur Station about 198 Km, Mughal Sarai Junction About 196 Km and Varanasi Cantt About 202 Km.
<b>5</b>	<b>Nearest Town</b>	The nearest major town is Robertsganj, which is approx. 118km from the project. Nearest major city is Renukoot, located at a distance of 60km to the project.
<b>6</b>	<b>Nearest Water Body</b>	Singrauli STPS, Stage-I and II are operating with once through cooling system with water drawn from Rihand reservoir. The source of water for SINGRAULI Stage-III (2 X 800 MW) units will be from hot water discharge channel of Stage-II of the project.
<b>7</b>	<b>Nearest Airport</b>	The nearest airport is Lal Bahadur Shastri International Airport, Varanasi at a distance of about 220km from project site.
<b>8</b>	<b>Nearest Highway</b>	Nearest National Highway NH-39 is at a distance of about 5km from the project.

**Note:** - The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

#### **1.1 GENERAL INSTRUCTIONS TO BIDDER**



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information & General Instructions

---

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

### 1.2 SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 E-Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who would like to be present (In case of Manual Tenders). BHEL reserves the right to go ahead with opening of the Tender even in case of no representative is present on the specified date and time. For e-tenders, bidders

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information & General Instructions

---

may mark their presence online through provisions available in e-procurement portal.

- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed about the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids (In case of Manual Tenders). BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

### 1.3 LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing an over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

### 1.4 PRICE DISCREPANCY

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

### 1.5 EVALUATION OF BIDS

- i. Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii. Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- iii. Price Bids of shortlisted bidders shall only be opened either through the conventional/electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- iv. Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail or through letter/e-mail.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information & General Instructions

---

### 1.6 DATA TO BE ENCLOSED:

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- a. **INCOME TAX PERMANENT ACCOUNT NUMBER** - Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
- b. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
- c. **IN CASE OF INDIVIDUAL TENDERER:** His / her full name, address, PAN and place & nature of business.
- d. **IN CASE OF PARTNERSHIP FIRM:** The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- e. **IN CASE OF COMPANIES:**
  - Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
  - Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

### 1.7 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.

### 1.8 EARNEST MONEY DEPOSIT – NOT APPLICABLE

- 1.9 **SECURITY DEPOSIT** – 1.9.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.

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

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

1.9.3 Security Deposit of 5% of the contract value may be accepted in the following forms.

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter- I: Project Information & General Instructions

---

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

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

- 1.9.4 The Security Deposit shall not carry any interest.
- 1.9.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
  - i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
  - ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
  - iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
- 1.9.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.
- 1.9.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information & General Instructions

---

### 1.9.8 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of work after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

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

### 1.11 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.

### 1.12 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Delhi, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

### 1.13 OVERRUN COMPENSATION: NOT APPLICABLE

### 1.14 QUANTITY VARIATION:

#### 1.14.1 Variation in Final Executed Contract Value

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 35% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn.

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information & General Instructions

---

i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.

ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation

1.14.2 Variation in Individual Quantities of BOQ Item(s) - The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side).

### 1.15 PRICE VARIATION COMPENSATION: NOT APPLICABLE

### 1.16 COMPLETION OF WORK AND COMMENCEMENT OF GUARANTEE PERIOD:

The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labor hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.

The Engineer shall certify to the contractor the date on which the work is Completed. **Period for guarantee period is nil.** Performance of work is already proof checked by vendor during final execution of work through pull out test check.

### 1.17 LIQUIDATED DAMAGES/PENALTY

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

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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- I: Project Information & General Instructions

---

final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/ Additional Items and PVC.

### 1.18 RETENTION AMOUNT

- 1.18.1 Retention Amount shall be 5% of contract value. In case of increase in contract value, additional 5% of differential amount shall be deducted from RAB bills till the time revised value of retention amount fully deducted.
- 1.18.2 The Retention Amount shall be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the contractor till the total amount of the required retention amount is collected.
- 1.18.3 100% of Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract.

### 1.19 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL."

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- II: Scope of Work

<b>2.0</b>	<b>GENERAL SCOPE OF WORK</b>
<b>2.1</b>	<p>The tender specification covers all the works for “<b>CONTROLLED CUTTING AND REMOVAL OF RCC PEDESTAL USING DIMAOND WIRE SAW AND ANCHORING OF REBARS IN BOILER FOUNDATIONS AT 2X800 MW NTPC SINGRAULI, STAGE-III, UTTAR PRADESH</b>”.</p> <p>Work under this tender shall include supply of all required materials, labour, consumables, T&amp;Ps, etc. for completion of Tender Scope in all respect.</p>
<b>2.2</b>	The complete works shall be carried out as per BOQ cum Rate schedule.
<b>2.3</b>	Any activity which is necessarily required for satisfactory execution of any item of ‘BOQ cum Rate Schedule’ in line with technical specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity.
<b>2.4</b>	<p><b><u>Brief scope of work for cutting of RCC pedestal:</u></b></p> <ol style="list-style-type: none"> <li>Controlled cutting and removal of RCC pedestal around existing bolts up to embedment depth, ensuring no vibration transfer to adjoining foundation. This will include wire saw cutting of concrete pedestals into defined block sizes which can be lifted safely. Cutting of RCC is required for the depth of 1.8m from top of the concrete of the pedestal.</li> <li>Installation of U-shaped lifting hooks using 25mm dia rebar and epoxy-based mortar. 4 hooks in each block at each corner of the block to be installed for safe lifting. Depth of rebar should be minimum of 250mm and may increase depending on the epoxy based chemical anchor resin (reputed make like Hilti or Wurth) to be used.</li> <li>Lifting of cut portion of concrete block using a crane.</li> <li>Crane including slings and shackles required for making the lifting arrangement shall be provide by BHEL.</li> </ol>
<b>2.5</b>	<p><b><u>References to be used:</u></b></p> <ol style="list-style-type: none"> <li>IS 456 – Code of Practice for Plain and Reinforced Concrete</li> <li>IS 1786 – Specification for High Strength Deformed Steel Bars</li> <li>Manufacturer’s guidelines for chemical anchoring (Hilti or Wurth)</li> <li>Manufacturer’s guidelines for diamond cutting systems to be used (Hilti, Husqvarna, Tyrolit or equivalent)</li> </ol>
<b>2.6</b>	<p><b><u>Procedure for controlled cutting of RCC pedestals</u></b></p> <ol style="list-style-type: none"> <li>Mark cutting lines around pedestal to defined dimensions.</li> <li>Perform primary cutting with diamond wire saw / wall saw up to required depth.</li> <li>Pedestal to be cut into manageable blocks for safe removal.</li> </ol>



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- II: Scope of Work

	<ul style="list-style-type: none"> <li>iv. Ensure no vibration transfer to adjoining foundation; impact breakers not to be used for main cutting. Blocks detached (if needed) with hydraulic splitter and lifted out.</li> <li>v. Installation of U-shaped lifting hooks using 25mm dia rebar and epoxy-based mortar. 4 hooks in each block at each corner of the block to be installed for safe lifting. Depth of rebar should be minimum of 250mm and may increase depending on the epoxy based chemical anchor resin (reputed make like Hilti, Wurth) to be used. Brand of chemical anchor to be used for fixing of U hook shall be as approved by BHEL/NTPC.</li> <li>vi. Final surface to remain roughened and ready for subsequent recasting/reinforcement works.</li> </ul>
2.7	<p><b><u>Procedure for Anchoring of reinforcement:</u></b> Drilling and anchoring of reinforcement bars into existing RCC pedestals which were cut as per procedure laid at TCC Sl. No. 2.6 (close to existing reinforcement, without damaging it) shall be done using chemical anchors. Detailed procedure is as follows:</p> <ul style="list-style-type: none"> <li>i. <b>Engineering confirmation</b> - Embedment depth given by BHEL as per the BOQ item and indicative drawing (to be provided during execution of the work) is to be proved effective using chemical anchor manufacturer's software anchorage requirements (Hilti or Wurth). Bidder has to arrange from Chemical Manufacturer design and calculations for proving the suitability of the anchor to be used for giving desired strength on depth of anchorage proposed by BHEL (as per BOQ and indicative drawings). While providing the design calculation manufacturer shall also provide the required dimensions and procedures.</li> <li>ii. <b>Marking &amp; Drilling</b> – Based on engineering confirmation stated at Sl. No. (i) bidder to mark positions for new rebars on pedestal top, ensuring required spacing from existing reinforcement. Drill holes of required diameter &amp; depth as per calculation approved by BHEL.</li> <li>iii. <b>Hole Cleaning</b>- Clean drilled holes thoroughly until dust-free.</li> <li>iv. <b>Anchor Installation</b> - Inject epoxy based chemical anchor resin (Hilti or Wurth) using manufacturer's recommended method. Insert reinforcement bar with slow twisting motion to ensure full bonding. Allow curing as per datasheet before further work. Service life of epoxy based chemical anchor should be 100years. Supporting documents to support the service life to be submitted by the bidder during execution of work.</li> <li>v. <b>Proof load/pull-out tests</b> - Bidder is also to perform random proof load/pull-out tests on reinforcement bar anchored using epoxy based chemical anchor resin. Per pedestal proof load/pull out tests to be performed by the bidder on maximum of 3 nos. reinforcement bars.</li> </ul>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- II: Scope of Work

	Decision of EIC for choosing reinforcement bar for carrying out pull out shall be final. Pull out testing should be performed in presence of manufacturer of chemical anchor team (Hilti or Wurth) and pull out testing reports should be certified by manufacturer of chemical anchor. The pull-out test shall be done for the design strength of given length as per bond strength of chemical subject to the yield strength of bar.
<b>2.8</b>	<b>T&amp;Ps and equipment's to be deployed by bidder (Indicative)</b> <ul style="list-style-type: none"> <li>a) Diamond Wire Saw – for deep and large cross-section cuts</li> <li>b) Hammer drilling with drilling aid</li> <li>c) Basic PPEs like helmet, gloves, goggles, boots, ear protection etc.</li> <li>d) Chemical Anchor: Hilti or Wurth.</li> <li>e) Drilling Machine: Rotary hammer / diamond drill with required drill bits for chemical anchorage of reinforcement bars</li> <li>f) Bonding Agent / Slurry: Cement-sand slurry with SBR latex / approved bonding agent</li> <li>g) Any other equipment required for smoothly completing the works.</li> </ul>
<b>2.9</b>	<b>Facilities to be provided by BHEL</b> <ul style="list-style-type: none"> <li>a) Crane of required capacity for shifting the bidders facilities like T&amp;P etc. and lifting the concrete block shall be provided by BHEL.</li> <li>b) Slings and shackles required for making the lifting arrangement shall be provided by BHEL</li> <li>c) Barricading and safety signages around work area shall be provided by BHEL</li> <li>d) All civil work like re-excavation, approach till the affected pedestals, required levelling/slope, slope protection etc. shall be provided by BHEL</li> <li>e) All crane operators, handling of concrete block shall be done by BHEL. However, bidder has to provide the supervision for the handling of the concrete block for shifting and stacking to a designated place.</li> <li>f) Electricity and water required for carrying out the work is in scope of BHEL.</li> <li>g) Rebar for making U hook shall be provided by BHEL. BHEL shall also provide the bending of rebar in U shape.</li> <li>h) Reinforcement bar of required diameter for chemical anchoring in already casted pedestals shall also be provided by BHEL.</li> </ul>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- II: Scope of Work

2.10	All work shall be done by the bidder in supervision of OEM of chemical anchors like Hilti or Wurth. Supervision shall be provided in periodic manner as per the requirement of the work.
2.11	Any re-work during the controlled cutting of RCC pedestals or chemical anchorage till the final handing over the affected pedestals will be in the scope of the bidder.
2.12	Repair/Re-work charges towards any damages to existing foundations or existing nearby structures of BHEL/NTPC during the execution of the work will be in the scope of the bidder.
2.13	Bidder has to mobilise all machineries having valid fitness certificates/calibration certificates which ever applicable. Machinery should have manufacturing certificate and comply with European directives codes as applicable.
2.14	Bidder has to comply all safety requirements of NTPC and BHEL during execution of the work.
2.15	Bidder has to furnish manufacturers test certificate for chemical anchors to be used.
2.16	The contractor shall visit the site and ascertain the local conditions, entry/traffic restrictions, all obstructions in the area and also ascertain all site conditions and particularly the sub-soil conditions etc. <b>The contractor at his own cost shall carry out the site survey to study the scope of work.</b>
2.17	<b>DRAWINGS</b>
2.17	GA drawing & RC details of Boiler 8&9 foundation attached for reference. <b>Details of pedestals where controlled cutting of pedestal and further re-baring to be performed are as follows:</b> <b>Unit#8</b> - S6L, S6R,S7L,S7R,S12L,S12R,S19L,EX5L <b>Unit#9</b> - S12L,S16L,S16R,S19L  <b>Total in 12 pedestals RCC cutting and further re-baring required.</b>
2..18	Bidder shall be fully responsible for their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the bidder.
2.19	<b>Reconciliation of issued material:</b> BHEL shall issue reinforcement bar as per the requirement of the work to bidder. Actual quantity required for the work (including making of U hook) shall only be issued by BHEL. Bidder has to use the material judiciously without damaging the reinforcement bar issued for subject work.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VI: Time Schedule

6.0	MOBILIZATION, TIME SCHEDULE, CONTRACT PERIOD AND GRACE PERIOD														
6.1	<b>INITIAL MOBILIZATION</b> After receipt of LOA, Contractor shall discuss with Project Manager / Construction Manager regarding initial mobilization. Contractor shall mobilize necessary resources within 5 days of issue of letter of award or as per the Directive of Project Manager / Construction Manager. Such resources shall be progressively augmented to match the schedule of milestones as directed by BHEL Engineer.														
6.2	<b>START DATE / ZERO DATE</b> The schedule date of start of work shall be the date after 5 days of issue of LOA; The Actual Date of Start of Contract Period (Zero Date) shall be date of handing over of site to contractor for work and shall be certified by the BHEL Engineer.														
6.3	<b>COMPLETION PERIOD</b> Entire work as detailed in tender specification <b>shall be completed within 45 days from the actual date of start of contract period (Zero Date)</b> . Contractor has to mobilize adequate resources to meet BHEL’s commitments to their customer as indicated from time to time.														
6.4	<b>Work shall be completed and handed over progressively as below:</b> <table><tr><td>1. Cutting of RCC pedestals of Boiler U#1</td><td>08 Nos.</td><td>Within 20days from zero date (However 1<sup>st</sup> pedestal to be handed over for Chemical rebaring within 7days from zero date. Further pedestals to be released progressively.)</td></tr><tr><td>2. Chemical anchorage of reinforcement bars in Boiler U#1 pedestals</td><td>08 Nos.</td><td>45 days from zero date (However 1<sup>st</sup> pedestal to be handed over after rebaring for further civil work within 15days from zero date. Further pedestals to be released progressively.)</td></tr><tr><td>3. Cutting of RCC pedestals of Boiler U#2</td><td>04 Nos.</td><td>30days from zero date</td></tr><tr><td>4. Chemical anchorage of reinforcement bars in Boiler U#2 pedestals</td><td>04 Nos.</td><td>45 days from zero date</td></tr></table>			1. Cutting of RCC pedestals of Boiler U#1	08 Nos.	Within 20days from zero date (However 1 <sup>st</sup> pedestal to be handed over for Chemical rebaring within 7days from zero date. Further pedestals to be released progressively.)	2. Chemical anchorage of reinforcement bars in Boiler U#1 pedestals	08 Nos.	45 days from zero date (However 1 <sup>st</sup> pedestal to be handed over after rebaring for further civil work within 15days from zero date. Further pedestals to be released progressively.)	3. Cutting of RCC pedestals of Boiler U#2	04 Nos.	30days from zero date	4. Chemical anchorage of reinforcement bars in Boiler U#2 pedestals	04 Nos.	45 days from zero date
1. Cutting of RCC pedestals of Boiler U#1	08 Nos.	Within 20days from zero date (However 1 <sup>st</sup> pedestal to be handed over for Chemical rebaring within 7days from zero date. Further pedestals to be released progressively.)													
2. Chemical anchorage of reinforcement bars in Boiler U#1 pedestals	08 Nos.	45 days from zero date (However 1 <sup>st</sup> pedestal to be handed over after rebaring for further civil work within 15days from zero date. Further pedestals to be released progressively.)													
3. Cutting of RCC pedestals of Boiler U#2	04 Nos.	30days from zero date													
4. Chemical anchorage of reinforcement bars in Boiler U#2 pedestals	04 Nos.	45 days from zero date													
6.5	Detailed Work completion Schedule will be submitted for approval by the successful bidder within 7 days of issue of LOA.														
6.6	If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.														

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VII: Terms of Payment

---

### 7 TERMS OF PAYMENT

- 7.1** The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book. The contractor shall be entitled for payment of his running bills which shall be subject to any deduction/retention as mentioned in other clause of TCC.
- 7.2** **The Contractor shall be paid bi-monthly running bill.** The format for billing shall be approved by BHEL before raising invoices.
- 7.3** The contractor on certification of the engineer at site be entitled for payments of his running bills. The contractor shall submit bill on bi-monthly basis for the work completed as per BOQ CUM RATE SCHEDULE of TCC of tender, detailing work done.
- 7.4** Pro rate payment of work shall be done for the quantities defined in BOQ cum Rate schedule.
- 7.5** The contractor will be eligible for payment of RA Bills within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile. All documents like HR Clearance, etc. required for processing the RA Bills should be submitted along with RA Bills.
- 7.6** BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.

Note: BHEL may also choose to release payment by other alternative modes as applicable

**7.7 (a) Documents required for Running account bill (RA Bill):**

- i. GST Complied Invoice of the work done as per approved BBU.
- ii. WAM -6 for RA Bill.
- iii. Jointly signed protocols with customer
- iv. Reconciliation statement of material issued by BHEL (if applicable)
- v. Jointly signed Measurement sheet.
- vi. Power of Attorney before submission of Bill.
- vii. Validity of Bank Guarantees as applicable under the contract.

**(b) Documents required for Final Bill:**

- i. Final Bill in WAM-7 Format.
- ii. GST complied tax invoice for final bill amount

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VII: Terms of Payment

---

- iii. Site clearance certificate/ work completion certificate
- iv. WAM-10 for refund of security deposit
- v. Valid Time extension contract amendment letters issued by BHEL, if any.
- vi. Amendment letter issued by BHEL for contract value enhancement, if any.
- vii. No claim certificate from the contractor
- viii. Valid Bank Guarantee details
- ix. Cancellation of labour licence document, if applicable.
- x. Final Material re-conciliation statement duly approved by BHEL along with no due certificate from BHEL stores.
- xi. Indemnity Bond as per prescribed format.
- xii. Deviation statement showing the difference between the actuals and as per the contract.
- xiii. HR/IR compliance documents:
  - Wages payment sheet as per applicable minimum wages.
  - Proof of PF contribution submission.
  - Proof of ESI/ WC contribution submission
  - Proof of Bonus payment as per Bonus Act if applicable.
  - Proof of EL payment if applicable.
  - Any other statutory document if applicable.
- xiv. Any other document as required to meet the contractual obligation with customer or with BHEL.

**7.8** Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VIII: Taxes & Duties

8.0	<b>TAXES &amp; DUTIES</b>
8.1	<p>The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.</p> <p>However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p>
8.2	<b>GST (Goods and Services Tax)</b>
8.2.1	GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, <b>contractor's price/rates shall be exclusive of GST</b> . Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
8.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
8.2.3	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
8.2.4	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
8.2.5	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
8.2.6	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VIII: Taxes & Duties

8.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
8.2.8	<p>Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -</p> <ol style="list-style-type: none"> <li>Supply of goods and/or services have been received by BHEL.</li> <li>Original Tax Invoice has been submitted to BHEL.</li> <li>Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.</li> <li>In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.</li> <li>Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.</li> <li>Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.</li> <li>Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</li> <li>Contractor shall be required to submit an acknowledgment (in the specified format) confirming the receipt of payment in cases where amount due in respect of the invoice(s) raised by the contractor are directly paid by BHEL to the labour / employee of such contractor or any other third party at the request of such contractor.</li> </ol>
8.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
8.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
8.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.
8.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VIII: Taxes & Duties

8.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
8.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
8.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
8.2.16	<p><b>Variation in Taxes &amp; Duties:</b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
8.3	<p><b>Income Tax:</b></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>
8.4	BOCW Cess is not to be borne by contractor. Refer Annexure-I for BOCW Act & Cess Act.

## **8.4 BOCW Act & Cess Act**

**8.4.1 BOCW Cess is not to be borne by contractor.** Refer Annexure-I for BOCW Act & Cess Act.

<b>Annexure-I:</b>	
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> <p>(i) Number of Building Workers employed during preceding one month.</p> <p>(ii) Number of Building workers registered as Beneficiary during preceding one month.</p> <p>(iii) Disbursement of Wages made to the Building Workers for preceding wage month.</p> <p>(iv) Remittance of Contribution of Beneficiaries made during the preceding month</p>
9.	<p><b>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.</b> However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.</p>
10.	<p>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.</p>
11.	<p><b>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.</b></p>
12.	<p>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.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
Chapter- IX: Materials and Other Requirements

---

**DELETED**

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### X- Other Important Conditions

<b>10.0</b>	<b>EXECUTION OF WORK</b>
<b>10.1</b>	The work shall be executed in a workman like manner and to the entire satisfaction of the BHEL Engineer and as per technical specification issued with tender, IS codes, Manufacturer's guidelines as applicable. In case of conflict, the decision of the <b>BHEL</b> Engineer shall be final & binding.
10.2	DELETED
10.3	DELETED
<b>10.4</b>	<b>INSPECTION AND STAGE APPROVAL OF THE WORK</b>
<b>10.4.1</b>	All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the BHEL Engineer when each stage is ready. In default of such notice being received, the BHEL Engineer shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the BHEL Engineer thereon shall be final and conclusive.
10.5	DELETED
<b>10.6</b>	<b>NUISANCE</b>
<b>10.6.1</b>	The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.
10.7	DELETED
<b>10.8</b>	<b>TREASURE, TROVE, FOSSILS etc.</b>
<b>10.8.1</b>	All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of BHEL / BHEL's client and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and immediately upon discovery thereof and before removal, acquaint the BHEL Engineer with such discovery and carryout the BHEL Engineer's directions as to the disposal of the same.
<b>10.9</b>	<b>PROTECTION OF WORKS</b>
<b>10.9.1</b>	The contractor shall have total responsibility for protecting his works till it is finally taken over by the BHEL. No claim will be entertained by the BHEL Engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## X- Other Important Conditions

	proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.
10.10	DELETED
10.11	DELETED
<b>10.12</b>	<b>QUALITY ASSURANCE</b>
<b>10.12.1</b>	The contractor has to ensure the proper quality, grade and strength of the materials used in the construction in line with approved check list of BHEL/NTPC. Contractor has to submit MTCs of all material used etc. If further test is required by the engineer to be carried from outside laboratory, the cost of the same shall be borne by the contractor. All machinery to be used shall have valid calibration certificates.
<b>10.13</b>	<b>COMPLETION OF WORK</b>
<b>10.13.1</b>	The works shall be completed to the entire satisfaction of the BHEL Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the BHEL Engineer at the Contractor's expenses.
10.14	DELETED
10.15	DELETED
10.16	DELETED
<b>10.17</b>	<b>SAFETY</b>
<b>10.17.1</b>	The contractor shall ensure the safety of their own manpower by giving proper PPEs. <b>Deployment of safety personnel is in scope of BHEL.</b>
<b>10.18</b>	<b>DISCREPANCIES AND ADJUSTMENT OF ERRORS:</b>
<b>10.18.1</b>	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figures dimensions in preference to scale and special conditions in preference to general conditions.
<b>10.18.2</b>	In case of discrepancies between schedules of quantities, the specification and / or the drawings, the following order of preference shall be observed: (a) Description in schedule of quantities and issued drawings by BHEL. (b) Technical Condition of Contract.
<b>10.18.3</b>	If there are varying or conflicting provisions made in any one document forming part of the contract, the BHEL Engineer shall be the deciding authority with regard to the document.
<b>10.18.4</b>	Any error in description, quantity in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawings and specifications or from any of his obligations under the contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## XI- ANNEXURES

### **ANNEXURE-A**

#### **UN-PRICE SCHEDULE**

ITEM NO.	DESCRIPTION OF WORK	TOTAL VALUE IN INR
1.0	TOTAL PRICE ('A') FOR THE TOTAL WORK AS PER TENDER SPECIFICATION FOR "CONTROLLED CUTTING AND REMOVAL OF RCC PEDESTAL USING DIMAOND WIRE SAW AND ANCHORING OF REBARS IN BOILER FOUNDATIONS AT 2X800 MW NTPC SINGRAULI, STAGE-III, UTTAR PRADESH".	
<b>Notes:</b>		
a. The rate of individual item for the entire scope of work shall be arrived as per BOQ CUM RATE SCHEDULE – 1 & 2 (Annexure - II) of TCC of tender.		
b. The derived item rate will remain firm throughout the contract period.		

#### **Notes:**

- Bidder's quoted price above shall be complete in all respect for the full scope defined in specification and in accordance with all terms & conditions of tender.
- Contractor shall fully understand description and specifications of items mentioned in BOQ.
- Conditional price bids with any deviation/ clarification etc. are liable to be rejected. No cutting/ erasing/ over writing shall be done.
- Quantities mentioned in rate schedules are approximate only and liable for variation on either side depending upon site/ design requirement.
- Taxes (GST) shall be payable extra as per relevant clauses of Technical Conditions of Contract.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### XI- ANNEXURES

---

ANNEXURE II – BOQ CUM RATE SCHEDULE OR “**CONTROLLED CUTTING AND REMOVAL OF RCC PEDESTAL USING DIMAOND WIRE SAW AND ANCHORING OF REBARS IN BOILER FOUNDATIONS AT 2X800 MW NTPC SINGRAULI, STAGE-III, UTTAR PRADESH**”.

#### ANNEXURE III – REFERENCE DRAWINGS

Note: Drawings are indicative and strictly for tendering purpose, only meant to give an idea to tenderers about nature of job.



## BOQ CUM RATE SCHEDULE

**SCOPE OF WORKS : “CONTROLLED CUTTING AND REMOVAL OF RCC PEDESTAL USING DIMAOND WIRE SAW AND ANCHORING OF REBARS IN BOILER FOUNDATIONS AT 2X800 MW NTPC SINGRAULI, STAGE-III, UTTAR PRADESH”.**

SL.NO.	DESCRIPTION	UNIT	QTY	FACTOR	RATE= FACTOR (F) *AMOUNT(A)/100000 (ROUNDED OFF UPTO TWO PLACE OF DECIMAL)	AMOUNT (RS.) = RATE * QUANTITY
1	Controlled removal of RCC pedestal (up to bolt embedment depth), including cutting with diamond wire saw / wall saw (Hilti, Husqvarna, Tyrolit or equivalent), sectioning into blocks, detachment, lifting, and removal, ensuring no vibration transfer to adjoining foundation, complete as per direction of Engineer-in-Charge.	SQM	150	152.517245		
2	U-hook re-baring arrangement using epoxy based mortar in concrete block for lifting the cut pieces. <b>(Supply of U re-bar shall be provided by BHEL as a free issue material)</b>	Nos.	80	14.602715		
3	Drilling holes in RCC pedestal, cleaning, and anchoring reinforcement bars with approved <b>epoxy based chemical anchoring system</b> (Hilti or Wurth), including inspection of rebars for chemical anchoring suitability, drilling equipment, anchoring resin, all accessories, complete installation with testing of sample anchors (proof load/pull-out test) as per manufacturer's guidelines and Codes/standards and documentation, all complete as per drawing and specification approved by BHEL for following sizes of rebar : <b>(Reinforcement steel for rebaring shall be provided by BHEL as a free issue material)</b>					
a	Drilling & grouting of <b>20mm</b> Rebars into Existing RCC to a depth of <b>1400 mm</b> with epoxy based chemical anchor of HILTI make or equivalent for Boiler pedestal	Nos.	28	58.41086		
b	Drilling & grouting of <b>25mm</b> Rebars into Existing RCC to a depth of <b>1400 mm</b> with epoxy based chemical anchor of HILTI make or equivalent for Boiler pedestal	Nos.	288	75.852992		
c	Drilling & grouting of <b>32mm</b> Rebars into Existing RCC to a depth of <b>1400 mm</b> with epoxy based chemical anchor of HILTI make or equivalent for Boiler pedestal	Nos.	336	95.323278		

d	Drilling & grouting of <b>32mm</b> Rebars into Existing RCC to a depth of <b>800 mm</b> with epoxy based chemical anchor of HILTI make or equivalent for Boiler pedestal	Nos.	300	68.146003		
e	Extra over ST. No. 3a for drilling length more than the specified depth for each bar	RM	0.1	4.867572		
f	Rebate on ST. No. 3a for drilling length less than the specified depth for each bar	RM	0.1	-3.245048		
g	Extra over ST. No. 3b for drilling length more than the specified depth for each bar	RM	0.1	5.678834		
h	Rebate on ST. No. 3b for drilling length less than the specified depth for each bar	RM	0.1	-4.461941		
i	Extra over ST. No. 3c for drilling length more than the specified depth for each bar	RM	0.1	7.301358		
j	Rebate on ST. No. 3c for drilling length less than the specified depth for each bar	RM	0.1	-5.678834		
k	Extra over ST. No. 3d for drilling length more than the specified depth for each bar	RM	0.1	7.301358		
l	Rebate on ST. No. 3d for drilling length less than the specified depth for each bar	RM	0.1	-5.678834		
Total Cost (in Rs.)						

NOTE:	
1	Bidder's quoted price above shall be complete in all respect for the full scope defined in specification and in accordance with all terms & conditions of tender.
2	Contractor shall fully understand description and Specifications of items mentioned in BOQ.
3	Conditional price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
4	Quantities mentioned in rate schedules are approximate only and liable for variation on either side depending upon site / design requirement. The tentative contract value (CV) of entire scope of work shall be calculated as per finally quoted / accepted rates & the Quantities indicated in BOQ cum Rate Schedule .
5	Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to execute actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually executed at site and payments will also be regulated for the same.
7	Taxes (GST) shall be payable extra as per relevant clause in Technical Conditions of Contract.

# ANNEXURE-III









Rev 01

1<sup>st</sup> June  
2012

# FORMS & PROCEDURES

(Document No. PS:MSX:F&P)

BHARAT HEAVY ELECTRICALS  
LIMITED





# FORMS & PROCEDURES

## INDEX

SN	Description	Form No	Remarks
<b>1.0</b>	<b>Forms</b>		
1.1	Offer forwarding Letter/Submission of Tender	F-01 (Rev 00)	
1.2	Declaration by Authorised Signatory	F-02 (Rev 00)	
1.3	No Deviation Certificate	F-03 (Rev 00)	
1.4	Declaration confirming knowledge about Site Conditions	F-04 (Rev 00)	
1.5	Declaration for relation in BHEL	F-05 (Rev 00)	
1.6	Non Disclosure Certificate	F-06 (Rev 00)	
1.7	Bank Account Details for E-Payment	F-07 (Rev 00)	
1.8	Form for seeking clarifications	F-08 (Rev 00)	
1.9	Capacity Evaluation of Bidder for current Tender	F-09 (Rev 00)	
1.10	Contract Agreement	F-10 (Rev 00)	
1.11	Bank Guarantee for Security Deposit	F-11 (Rev 00)	
1.12	Bank Guarantee for Interest Bearing Refundable Advance	F-12 (Rev 00)	
1.13	Extension of Validity of Bank Guarantee	F-13 (Rev 00)	
1.14	Monthly Plan & Review with Contractors	F-14 (Rev 01)	
1.15	Monthly Performance Evaluation of Contractor	F-15 (Rev 04)	Revised
1.16	<del>Evaluation of Contractor Performance (Quarterly)</del>	<del>F-16 (Rev 00)</del>	Deleted
1.17	Evaluation of Contractor Performance (Annual)	F-17 (Rev 01)	Under revision ##
1.18	Evaluation of Contractor Performance for the Contract (Overall)	F-18 (Rev 01)	Under revision ##

## FORMS & PROCEDURES

SN	Description	Form No	Remarks
1.19	Milestone Completion Certificate	F-19 (Rev 00)	
1.20	Completion Certificate	F-20 (Rev 01)	Revised
1.21	Indemnity Bond	F-21 (Rev 00)	
1.22	Consortium Agreement	F-22 (Rev 00)	
1.23	Refund of Security Deposit	F-23 (Rev 00)	
1.24	Refund of Guarantee Money	F-24 (WAM-11)	
1.25	Power of Attorney for Submission of Tender/Signing Contract Agreement	F-25 (Rev 00)	
1.26	Analysis of Unit Rates Quoted	F-26 (Rev 00)	
1.27	RA Bill Format	WAM-6	
1.28	Final Bill Submission format with No Claim Certificate and No Demand Certificate	WAM-7	
1.29			
1.30			
<b>2.0</b>	<b>Procedures</b>		
2.1	Procedure and Business Rules for Reverse Auction	As per Company Policy	
2.2	Integrity Pact	As per Company Policy	
<b>3.0</b>	<b>Customer specific procedures</b>		
3.1			

## : will be released later

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

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

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

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

**Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

---

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

Date:

## NO DEVIATION CERTIFICATE

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

---

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

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

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

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

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

Thanking you,

Yours faithfully,

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

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

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

Dear Sir,

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

Ref : 1) 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:

### **DECLARATION FOR RELATION IN BHEL**

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

---

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....,

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

**Tick(✓) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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



## NON DISCLOSURE CERTIFICATE

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

---

## NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS \_\_ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....  
who are submitting offer for providing services to BHEL PS \_\_ against  
Tender Specification No:\_\_\_\_\_,  
hereby undertake to comply with the following in line with Information  
Security Policy of BHEL PS \_\_, \_\_\_\_\_

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

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

Date:

### **BANK ACCOUNT DETAILS FOR E-PAYMENT**

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

---

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

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

**FORMAT FOR SEEKING CLARIFICATION**

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

To,

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

Dear Sir,

Sub : **Request for Clarification**Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

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

**CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER**

SL NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETE D	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**NOTES:**

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.

2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.

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

DATE :  
PLACE:

Signature

Name, Designation &amp; Seal of Bidder

## **CONTRACT AGREEMENT**

Form No: F-10 (Rev 00)

### **BHARAT HEAVY ELECTRICALS LIMITED**

*(A Government of India Undertaking)*

Power Sector – ..... Region

.....

.....

### **CONTRACT AGREEMENT**

AGREEMENT NO. \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
(SIGNATURE OF BHEL OFFICER )

**CONTRACT AGREEMENT**

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

AND

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

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

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

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

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

OR

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

OR

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

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

OR

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

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of Award has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax as per prevailing Income Tax Act.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of

## **CONTRACT AGREEMENT**

Form No: F-10 (Rev 00)

consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

14. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the Letter of Award shall prevail.

16. The following documents

1. Invitation to Tender No-----  
and the documents specified therein.
2. Contractor's Offer No-----  
dated-----.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.
7. \_\_\_\_\_

shall also form part of and govern this Agreement.

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

WITNESS

1.

2.

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

WITNESS

1.

2.

(For and on behalf of BHEL)



## PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot no. 25, Sector – 16 A, Noida - 201301 having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>3</sup> (Rupees -----)<sup>3</sup> (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_ only),

We \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_<sup>5</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or

## PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... <sup>4</sup>
- b) This Guarantee shall be valid up to .....<sup>5</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>6</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorised signatory)

- <sup>1</sup> ADDRESS OF THE VENDOR/ CONTRACTOR/ SUPPLIER.
- <sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE
- <sup>3</sup> CONTRACT VALUE
- <sup>4</sup> BG AMOUNT IN FIGURES AND WORDS
- <sup>5</sup> VALIDITY DATE
- <sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

## PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

**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.

**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, 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. All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor.

**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).

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**

B.G. No.

Date

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, HRDI & PSNR Complex, Plot no. 25, Sector - 16 A, Noida - 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 Intent 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 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.

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**

- 
- (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.
  - (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.

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**

- (8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at New Delhi/ 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

=====

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.

**FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE**

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

BANK GUARANTEE No:

Date:.....

To

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

Dear Sir

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

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

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

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

Yours faithfully

Signature.....

Name &amp; Designation.....

Power of Attorney/Signing Power No

Seal of Bank



PS-

## MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR

Page 1 of 6

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

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

Date of Plan/ Review.....

SN.	Description of Work	Unit of Measur- ement	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)										
(a)	(b)	(c)	(d)	A		B		C		D		E=A+B-C-D		
				Phy.	Financial	Phy	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	
	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	Page 2 of 6
---	---------------------------------------	-------------

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 &amp; REVIEW WITH CONTRACTOR

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 OF .....**

Date of Plan/ Review.....

**CONTRACTOR'S SCOPE: -**

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

Note: In case,  $E > B$ , it shall be considered as  $E = B$ . Similarly, in case  $D > A$ , it shall be considered as  $D = A$ .Percentage of T&P Deployed =  $\Sigma F \times 100$ **BHEL SCOPE: -**

SN.	PLAN			DEPLOYMENT STATUS		
	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)



PS-

## MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR

Page 4 of 6

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	

$$\text{Percentage of Manpower Deployed} = 100 \times \frac{\sum(C \times D)}{\sum(A \times B)}$$

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



PS-

## MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR

Page 5 of 6

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

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

Date of Plan .....

SN.	Description of work	Original Planned Quantity	Planned Quantity (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.

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



PS-

## MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR

Page 6 of 6

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

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

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

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

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

BHEL

(Sign with name, designation and date)

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

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

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

#2.02	Cumulative number of days of delay in submission of signed Review FOR PREVIOUS MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14 all sections) alongwith all supporting documents viz drawings/ layout plans/ piping schedule and other relevant documents as applicable for individual packages.	PERFORMANCE	4		Number of days delayed from 7th day of the month	Form 14/ letter references
#2.03	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	PERFORMANCE	1		Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day	Daily Log Book entry/ Incident Registers/ letter references
#2.04	Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month as per Form-14.	PERFORMANCE	40		As per Part-A of Form-14	Progress review formats
#2.05	% reduction of 'cumulative shortfall attributable(upto previous month) to contractor' during the month	PERFORMANCE	10		As per Part-A of Form-14: If B>0 then % reduction = $[(B-E)*100]/B$ If B <=0 then "Score Obtained"=10	Form-14
#2.06	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month, alongwith FQP log sheets / protocols / HR documents / Monthly Progress Reports for the work executed during the month under measurement	PERFORMANCE	5		Number of days delayed / Scheduled date is 7th day of next month	Bill submission/ Letter references
#2.07	Number of times the Top Management of contractor did not respond to critical issues of site, for the month including call for meetings by BHEL/Customer and other interactions.	PERFORMANCE	2		Total number of instances	Letter references
#2.08	Number of cases observed for non-cooperation / creating work hinderances/ refusal for Rework/ Supplementary work required for completion of contractual scope/ non-acceptance of contractual conditions at site.	PERFORMANCE	1.5		Total number of such cases	Documentary proof of rejection / delay in initiating rework as per records.
#2.09	Number of cases noticed due to wastage/ damage of BHEL supplied material leading to damages/ losses to BHEL.	PERFORMANCE	1.5		Total number of such cases	Site observations/ Letters
#2.10	No of reported cases of non-Adherence / Compliance to online systems created by BHEL w.r.t Billing/ planning/ welding procedures/ quality/ HSE etc.	PERFORMANCE	1		Total number of non-compliances	System records/ letters
<b>RESOURCES</b>			<b>6</b>			
#3.01	Percentage of Manpower Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	3		As per Part-B2 of Form-14	Progress review formats/ Daily Log Book entry/Incident Registers/letter references

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

#3.02	Percentage of T&P Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	3		As per Part-B1 of Form-14	Progress review formats/ Daily Log Book entry/Incident Registers/letter references
<b>SITE INFRASTRUCTURE &amp; SERVICE</b>			<b>2</b>			
#4.01	Number of non-compliances during the month for Statutory requirements like validity of Labour Licence, Insurance Policy, Labour Insurance, PF, BOCW Compliance etc and any other applicable laws/ Regulation, Electrical Licence, T&P fitness certificate, Contractors' All Risk Policy etc as applicable	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances	Daily Log Book entry/ Incident Registers/ letter references
#4.02	Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assembly area and other designated areas by BHEL site.	SITE INFRASTRUCTURE & SERVICE	0.5		Total number of non-compliances/random checks	Daily Log Book entry/ Incident Registers/ letter references
#4.03	Total number of instances in the month, House keeping NOT attended to inspite of instructions by BHEL -i.e. removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc from the working area to identified locations	SITE INFRASTRUCTURE & SERVICE	0.5		Total number of non-compliances/random checks	Daily Log Book entry/ Incident Registers/ letter references
<b>SITE FINANCE</b>			<b>2</b>			
#5.01	Number of days delayed in making labour payments for the last month by 7th of this month	SITE FINANCE	1.5		Number of days delayed / Scheduled date is 7th day of next month	Online System/ Payment receipt
#5.02	Number of times the site operations were hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE	0.5		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
<b>HSE</b>			<b>10</b>			
#6.0	Performance against HSE Parameters (as per Annexure-AA of Form-15)	HSE	10			
<b>Total</b>			<b>100</b>			

Less Deduction in Score Due to Fatal Accidents attributable to the Contractor @ 20 points/ accident	
Less Deduction in Score Due to Major Accidents (Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident, Major Damage to Equipment etc.) attributable to the contractor @ 15 points/ accident	



**MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR**

Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 2 points/ accident	
Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @3 points in a month on verification any day	
<b>Final Score</b>	

Performance Score Summary for the Month	Total Score	Score Obtained
QUALITY	10	
PERFORMANCE	70	
RESOURCES	6	
SITE INFRASTRUCTURE & SERVICE	2	
SITE FINANCE	2	
HSE & SA	10	
<b>Total</b>	<b>100</b>	

Note:

- 1) It is only indicative and shall be as per the online format issued by BHEL time to time.
- 2) No request will be entertained after specified date of current month w.r.t. changes requested in the scores of immediate previous month.

### Monthly Safety Performance Evaluation of Contractor

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

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
2l.3	Availability of Tags & Inspection Certificates, color coding for Chain pulley blocks		1	Master T&P List with internal & external test details
2l.4	Availability of Tags & Inspection Certificates for Vehicles - Trailers, Dozers, Dumpers, Excavators. Mixers etc		1	Master T&P List with internal & external test details
2l.5	Availability of Tags & Inspection Certificates for Welding machines, grinders, Drilling machines, etc		1	Master T&P List with internal & external test details
2l.6	Availability of Tags & Inspection Certificates, color coding for Wire rope slings etc		1	Master T&P List with internal & external test details
2l.7	Availability of Tags & Inspection Certificates for Batching plants		1	Master T&P List with internal & external test details
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tagout permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet (MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	M	1	
3d	Availability of rest rooms for workers at site or alternative arrangement	M	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records
4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with Co <sub>2</sub> fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools?		1	-do-
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 30ma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records
7a	Whether Scaffolding pipes made with steel or aluminium, are being used and checked periodically by experienced/certified scaffolder?		2	Inspection/ non-conformity records
7b	8mm Stainless Steel wire rope with plastic cladding is provided for life line (Vertical / Horizontal) during height work?		2	-do-
7c	Availability of emergency lighting in case of power failure		1	-do-
7d	Whether all the openings are covered with Safety Nets made of fire proof Nylon?		1	-do-
7e	Whether MS pipe rails around staircases & platforms in usage are provided with top, middle rails and toe guard?		1	-do-
7f	Whether Ladder with vertical life line /Fall arrestor is available to climb?		1	-do-
7g	Whether all workers deployed for working at height have been issued height pass after undergoing vertigo test?		1	Height Pass records
7h	Whether all workers deployed for height work / climbing ladder are provided and using Double lanyard safety belt?		1	PPE Issue records, inspection/ non-conformity reports
7i	Is all hand tools/Small material used by height workers is tied firmly to prevent fall?		1	-do-
8a	Flash back arrestors for all gas cutting sets is available on Torch side and cylinder side		1	Inspection/ non-conformity records
8b	Oxygen/Acetylene/LPG cylinders not in use have caps in place and stored separately?		1	-do-
8c	Availability of Face screen, Hand gloves, and Apron, for welders		1	-do-
8d	Protection from falling hot molten metal during metal cutting / welding at height by providing GI sheet below the cutting area especially in fire prone areas		1	-do-

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
9a	Pre-employment medical check-up done for all workers and submitted?		1	Medical check records
9b	Availability of first aid centre, with MBBS doctor (Own or Sharing basis)	M	2	Attendance records
9c	Availability of Ambulance facility 24 hours (Own or sharing basis)	M	2	-do-
9d	Is First aid trained personnel are available and their names are displayed at site?	M	1	-do-
9e	Availability of Emergency vehicle at site		1	
9f	Periodical medical check-up is conducted for all the workers and submitted?		1	Medical check records
9g	Availability of sufficient number of first aid box as per standard list and maintaining record		1	Inspection records
10a	Availability of Fire extinguishers, buckets at all vulnerable points		2	Fire extinguisher records
10b	Periodic fire mock drill conducted?		1	Fire, Mock drill records
10c	Are all flammable materials are stored separately?		1	
10d	Periodic grass cutting is done in material storage area?		1	
10e	Availability of 24V DC lighting in confined space work area		1	
10f	Availability of exhaust fan in confined space work area		1	

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

**NOTE:**

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

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

-----  
Ref :

Date:

To,

(Name & address of Contractor)

Dear Sir,

References

1. Contract No:
2. Job Description:

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

Sl No	Milestone Activity	Remarks

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

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

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

Ref :

Date:

**To Whom so ever it may concern**

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

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

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

**INDEMNITY BOND**

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

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

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

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

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

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



**INDEMNITY BOND**

**(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)**

-----

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

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

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

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

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

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

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxx

Witness:

1

2

**CONSORTIUM AGREEMENT**

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

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

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

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

AND WHEREAS M/s \_\_\_\_\_ ( The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for \_\_\_\_\_ as detailed in the Bid doc. no. < TENDER REF----->

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

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

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

## **CONSORTIUM AGREEMENT**

---

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

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

### **CONSORTIUM AGREEMENT**

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely \_\_\_\_\_  
\_\_\_\_\_
4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely \_\_\_\_\_  
\_\_\_\_\_
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed interse between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

**CONSORTIUM AGREEMENT**

---

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

WITNESS

For

1. NAME  
2. OFFICIAL ADDRESS

(FIRST PARTY)

WITNESS

For

1. NAME  
2. OFFICIAL ADDRESS

(SECOND PARTY)

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

**BHARAT HEAVY ELECTRICALS LIMITED**  
**DIVISION.....**  
**Claim for Refund of Security Deposit**  
**(Para 4.7.4 of Works Accounts Manual)**

Ref No.:

Date:

- 1 Name and address of the contractor
- 2 Contract Agreement/Work Order No.
- 3 Date of contract agreement/work order
- 4 Name of the work undertaken
- 5 Date of commencement of the work
- 6 Date of completion of the work
- 7 Period of Maintenance
- 8 Date on which the final bill was paid
- 9 Last date of making good the defect, if any, during maintenance period
- 10 Expenditure incurred by BHEL during maintenance period, if any, recoverable
- 11 Date on which security deposit refund falls due as per contract

- 12 Amount deposited/recovered

Details	Mode	Amount

- 13 LESS amounts recoverable (with details)

- (i) Amount spent by BHEL on maintenance :
- (ii) Payments made on behalf of contractor :
- (iii) Court dues / penalties / compensation :
- (iv) Other recoveries for services etc. :
- (v) Security deposit released with final bill (%) :

- 14 Net amount recommended for release (12-13)

Details	Mode	Amount

Date:

Signature of Engineer in Charge

**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL .....for the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated .....) and the payment of this bill shall be in full and final

**Date:**

**Signature of Contractor**

**CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER**

Certified that

- The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the contractor;
- The maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the company on carrying out such works have been included for adjustment;
- All the objections raised so far have been settled;
- A note of refund of security deposit has been made in the measurement book and contract agreement/work order.

**Date:**

**Signature of Senior Engineer**

**FOR USE IN FINANCE DEPARTMENT**

Passed for

Rs.....(Rupees.....  
.....only)

**Accountant**

**Accounts Officer**

**REFUND OF GUARANTEE MONEY**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR, \_\_\_\_\_ REGION**

---

Ref No:

Date:

1. Name and Address of Contractor :
2. Contract Agreement/LOI/ LOA No. :
3. Date of Contract Agreement/LOI/ LOA :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance :  
(Guarantee Period)
8. Date on which the Final Bill was paid :
9. Last date of making good the defect :  
during Maintenance Period
10. Expenditure incurred by BHEL during :  
Maintenance Period, if any, recoverable
11. Date on which Guarantee Money refund:  
falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
  - a. Amount spent by BHEL on maintenance :
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Court dues/penalties/compensation :
  - d. Other recoveries for Services, etc :
  - e. Total of 'a' to 'd' :
14. Net Amount recommended for release (12-13) :

Signature of BHEL Engineer

Date: \_\_\_\_\_

**REFUND OF GUARANTEE MONEY**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR, \_\_\_\_\_ REGION**

**CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

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

Signature of Contractor

Date:

**CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER**

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

Signature of BHEL Engineer

Construction Manager

Date:-----

**FOR USE IN ACCOUNTS DEPARTMENT**

Passed for Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only)

Accountant

Accounts Officer

**ACKNOWLEDGE BY THE CONTRACTOR**

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

Signature of Contractor

Date:



**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT  
AGREEMENT (To be typed on non-judicial stamp paper of minimum Rs. 100/- and  
Notarized)**

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

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

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

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**ANALYSIS OF UNIT RATES QUOTED**

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref : Tender Specification No: .....

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

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	<b>TOTAL</b>	<b>100%</b>	

Yours faithfully,

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

**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.:

Dated:

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).

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) -----	-----
	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-incharge 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, ESI, Minimum Wages, BOCW, Insurance etc.), support services such as service manpower, computer system , T&P etc

Signature of Contractor

Signature of Engineer in Charge

Designation:

Date:

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 .....) (Name and Designation)
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 .....

Estimate No :

Debit

Credit

(Gross amount)

(Deductions)

Name of Work :

Account code head

Total

Code No.:

ALLOCATION

Assistant

Date:

Accountant

Date:

Finance Executive

Date:

## ANNEXURE A

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	Balance quantity with contractor		If recoverable from the contractor				
				Free	Chargeable		Free	Chargeable	Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Total 

--	--	--	--

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

Signature of Contractor

Date:

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

## ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s..... in respect of Contract Agreement 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 Recovered now	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

Form WAM 6 (Contd.)

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	Seignorage 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 :

Signature of Senior Engineer

Date:

ANNEXURE D  
DEVIATION 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		Reason for deviation with authority, if any
													Excess	Savings	
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:

Sub-Division:

Sanctioned Estimate:

Contract Agreement/ Work Order No:

Date of actual completion of the work:

Date of commencement of the Work:

Dated:

Due date of completion as per Agreement:

**I. ACCOUNT OF WORK EXECUTED**

Adhoc payment for work not previously measured **			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
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

\*\* 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. I 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 or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer incharge

Designation:

## IV CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and conditions, schedules, specifications and drawings etc., forming part of the contract agreement, subject to the deviations noted in Deviation Statement (Annexure D).
2. Certified that the measurements have been check measured to the prescribed extent by..... and by the undersigned at site and the relevant entries have been initiated in the measurement book (vide pages.....) (Name and Designation)
3. Certified that the methods of measurement are correct.
4. Certified that the measurements have been technically checked with reference to contract drawings, deviations etc.
5. Certified that the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.
6. Certified that all recoverable amounts in respect of stores, tools and plant, water, electricity charges etc. have been correctly made vide Annexures A to C and that there are no other demands outstanding against the contractor on this contract.
7. Certified that the issues of all stores as per statement attached (whether charged to the contractor or direct to the work) have been technically checked and represent fair and reasonable issues for the items of work executed vide Annexure E.
8. Certified that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, BOCW, etc. are complied with by the Contractor. This should be duly backed by the relevant documents.

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

\*Here specify the net amount payable

Signature of Senior Engineer

Date

## IV ENTRIES TO BE MADE IN THE FINANCE DEPARTMENT

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

Account code head	Debit	Credit
	(Gross Amount)	(Deductions)
<b>TOTAL</b>		

Assistant

Date:

Accountant

Date:

Finance Executive

Date:

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				
							Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks

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:

**ON RECOVERY BASIS**

SL. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (difference between column 5 & 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

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

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

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:

**PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)**  
**(On non-Judicial stamp paper of appropriate value)**

Bank Guarantee No.....

Date.....

To

**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR NORTHERN REGION,**  
**HRDI & PSNR COMPLEX, PLOT NO. 25,**  
**SECTOR – 16 A, NOIDA – 201301, U.P.**

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/ Notice Inviting Tender No.....<sup>1</sup> (Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot no. 25, Sector – 16 A, Noida – 201301, U.P.

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 .....<sup>4</sup> ..... 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. <sup>4</sup> .....(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. \_\_\_\_\_.



**PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)**  
**(On non-Judicial stamp paper of appropriate value)**

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/ Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the 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.....<sup>5</sup> 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 .....<sup>6</sup> 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.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>4</sup>.....
- b) This Guarantee shall be valid up to .....<sup>5</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>6</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and

**PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)**  
**(On non-Judicial stamp paper of appropriate value)**

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.....

- <sup>1</sup> Details of the Invitation to Bid/ Notice Inviting Tender
- <sup>2</sup> Name and Address of the Tenderer
- <sup>3</sup> Details of the Work
- <sup>4</sup> BG Amount in words and Figures
- <sup>5</sup> Validity Date
- <sup>6</sup> Date of Expiry of Claim Period

**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.

**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, 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. All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor.

**PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)**  
**(On non-Judicial stamp paper of appropriate value)**

- 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).

## PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

B.G. NO.

Date

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs. ....<sup>4</sup> ( Rupees -----)<sup>4</sup> (hereinafter called the said Contract), of Retention Amount for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ 5 (Rupees \_\_\_\_\_ only),

We \_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be discharged from all the liability under this guarantee thereafter.

## PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

We, \_\_\_\_\_(indicate the name of the Bank)\_\_\_\_\_ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>

b) This Guarantee shall be valid up to .....<sup>6</sup>

c) Unless the Bank is served a written claim or demand on or before .....<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date \_\_\_\_\_ Day of \_\_\_\_\_

for\_\_\_\_\_(indicate the name of the Bank)\_\_\_\_

(Signature of Authorized signatory)

## PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

- <sup>1</sup> ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited
- <sup>2</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- <sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- <sup>4</sup> CONTRACT VALUE
- <sup>5</sup> BG AMOUNT IN FIGURES AND WORDS
- <sup>6</sup> VALIDITY DATE
- <sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

### Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

**a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**

**b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

**b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

**b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE  
IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

<b>SI. No.</b>	<b>Description of claim(s)/Counter Claim</b>	<b>Amount (in INR)Or currency applicable in the contract</b>	<b>Relevant contract clause</b>

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/ Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/ Counter Claims. The statement of Claims/ Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of BHEL**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.



**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A  
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION  
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE  
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you  
Yours faithfully

**Representative of the Stakeholder**

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract ...../MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a) .....

b) .....

c) .....

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 29 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

**Representative of BHEL**

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

**Note:** The Format may be suitably modified, as required, based on facts and circumstances of the case.

**PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format-30** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-31** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-32**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-29**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after

seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged

absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

**22.** The proceedings of Conciliation under this Scheme may be terminated as follows:

- a.** On the date of signing of the Settlement agreement by the Parties; or,
- b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

**23.** The Conciliator(s) shall be entitled to following fees and facilities:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
<b>1</b>	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
<b>2</b>	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		<p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
<b>3</b>	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
<b>4</b>	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
<b>5</b>	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region /

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
		Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement,



except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b.** admissions made by the other party in the course of the Conciliator proceedings;
  - c.** proposals made by the Conciliator;
  - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.