



**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
e-mail: vikrantk@bhel.in

**Bharat Heavy Electricals Limited**

भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration

कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX  
SIRI FORT, NEW DELHI - 110 049  
Tel: -011-66337438

**Single Tender Enquiry on**

**M/s Cummins Sales & Service Private Limited**

**For**

**Procurement of B-Check kit & Coolant for DG Set-1 (750 kVA), DG set-2 (750 kVA)  
& DG set-3 (200 kVA) installed at BHEL House.**

**NIT No.- AA:GAX:20:PR:3107; Date: 29.01.2021**

  
**Prepared By:**  
**Vikrant Kumar**  
**Dy. Manager**  
**HR-GAX & ISMG**

  
**Approved By:**  
**Habibul Rehman**  
**Sr. Manager**  
**HR-GAX & ISMG**



**Last Date for Submission: Date 05.02.2021**  
**UPTO 14:00 Hrs.**



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### Notice Inviting Tender

**NIT No: AA:GAX:20:PR:3107; Date: 29.01.2021**

Sealed tender is invited for the below mentioned work. Single Tender is invited in single part in a sealed envelope, submitted on or before the specified date and time (mentioned below) at the address specified in the tender document.

Sl. No.	Name of work	Last date and time of submission of tender	Date and time of opening of Tender	Tender submission venue
1.	Procurement of B-Check kit & Coolant for DG Set-1 (750 kVA), DG set-2 (750 kVA) & DG set-3 (200 kVA) installed at BHEL House	05.02.2021 Up to 14:00 Hrs.	05.02.2021 at 14:30 Hrs.	Tender Box at Ground Floor Rear Block Entrance Lobby, BHEL House, Siri Fort, New Delhi-110049

- For detail, refer tender documents.
- Tender documents can be downloaded from BHEL web site ([www.bhel.com](http://www.bhel.com)) or from CPP portal (<http://eprocure.gov.in>). All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- Late Tender is liable for rejection.
- BHEL reserves the right to accept or reject the bid or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- For further details refer tender document.
- In case of any clarification the bidder can contact undersigned on Telephone No.-011-66337438 or at e-mail: [vikrantk@bhel.in](mailto:vikrantk@bhel.in).

Dy. Manager/HR-GAX & ISMG





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## **General Conditions of Contract (GCC)**

### **CHAPTER-1**

#### **General Instructions to Tenderer**

### **CHAPTER-2**

#### **General Terms and Conditions**







## CHAPTER -1

### 1. GENERAL INSTRUCTION TO TENDERER

#### 1.1. DISPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. COMMUNICATION & CORRESPONDENCE: Bidder has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidder are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidder has any doubt about the meaning of any portion of the tender specification or finds discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects,



scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

- 1.1.8. All entries in the tender documents should be in one ink.
- 1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

**1.2. SUBMISSION OF BID**

- 1.2.1. Bidder must submit their bid as per instructions in the NIT i.e. bid shall be strictly in accordance with the tender specifications.
- 1.2.2. Bid submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bid sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bid' and shall not be considered under any circumstances.
- 1.2.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

**1.3. TENDER OPENING:**

- 1.3.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting dept. and Finance dept. in the presence of representatives of bidder who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.
- 1.3.2. Carrying/ use of mobile phone/ camera and any such recording device by vendors' representatives in the Tender Opening Room is prohibited.

**1.4. LANGUAGE**

- 1.4.1. The bidder shall quote the "Rate" in English language and international numerals ONLY. The "Rate" shall be entered in figures as well as in words. "Rate" shall be considered up to



TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.

- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3. Currencies for this tender & Payment: Indian Rupees (₹) only.
- 1.4.4. Singular & Plural: Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. Headings and Marginal Headings: The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.
- 1.5. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 1.5.1. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 1.5.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 1.5.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 1.5.1 and 1.5.2 above.
- 1.5.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser i.e. BHEL, the bid is liable to be ignored.
- 1.6. TENDER EVALUATION / EVALUATION OF BIDS:
- 1.6.1. Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents.
- 1.6.2. If the “Rates” is not filled up in the Price-bid and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.







**1.7. VALIDITY OF OFFER:**

- 1.7.1 The bidder's offer shall be valid for a period of 03 months from the date of opening of bid (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD.

**1.8. REJECTION OF BID**

- 1.8.1 BHEL reserves the right to accept or reject any the bid with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the quoted rates.
- 1.8.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons whatsoever and in such case bidder/successful bidder shall have no claim arising out of such action by BHEL.
- 1.8.3 Unsolicited bid, bid which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.8.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.8.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.
- 1.8.6 Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.
- 1.8.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract.
- 1.8.8 The bidders should be OEM.
- 1.9 Quoted Price should clearly mention item-wise price (excluding GST) and the item-wise applicable GST % age.





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- 1.10 Delivery Period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed within 15 days from date of Contract awarded to the Contractor.
- 1.11 Terms of delivery: All the items covered in the Scope of supply should be delivered in 15 days from the Date of Award of contract at BHEL House, Siri Fort, New Delhi. Failing in delivery of any of the item(s), the penalty shall be imposed as per the penalty clause mentioned elsewhere in the NIT.
- 1.12 The quantities indicated are tentative & may increase / decrease by 30% as per BHEL requirements. However, the payments shall be made on actuals at the quoted unit rate.
- 1.13 BHEL Shall not conduct Reverse Auction for finalizing this contract.
- 1.14 BHEL is not bound to procure each and every items mentioned in BOQ/Scope of supply, if the rate(s) is/are found unreasonable.





## CHAPTER-2

### **2.1 POWER OF ATTORNEY:**

- 2.1.1 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted
- 2.1.2 In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.
- 2.2 The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

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

**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.

**COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:** 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.

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.

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 price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions”.**



- 2.3 The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://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.
- 2.4 **RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.
- 2.4.1 Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution
- 2.4.2 Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 2.4.3 Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 2.4.4 Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving one month's notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.
- 2.4.5 Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 2.4.6 Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

***#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.***

**Risk and Cost against Balance Work:**

Risk and Cost Amount=[(A-B)+(AxH/100)]

Where,

A= Value of Balance scope of Work/Supply as per rates of new contract

B= Value of Balance scope of Work/Supply as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC if





any.

**H= Overhead Factor to be taken as 5**

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery.

- 2.5** The bid submitted by bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bid and late bid shall be returned to the bidder.
- 2.6** Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission. Unsolicited discounts/ revised offers given after bid opening shall not be accepted.
- 2.7** BHEL shall not be responsible for any expense incurred by bidder in connection with the preparation & delivery of their bid, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 2.8** The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work/Supply. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 2.9** The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 2.10** **SUBLETING:** The Contractor should not sub-contract part or complete work/Scope of supply detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 2.11** **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.



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d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

2.11.1 The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

2.11.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

2.12 **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his retention money or the contractor shall pay the claim on demand without any terms & conditions.

2.13 **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how,



technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

### **SETTLEMENT OF DISPUTES:**

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

### **2.15 ARBITRATION:**

- 2.15.1** Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a





professional manner except where the Contract has been terminated by either party in terms of this Contract.

- 2.15.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

- 2.16 **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

2.17 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 2.17.1 If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or



damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

2.17.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

**2.18 FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

**2.19 DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure-D). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.







- 2.20 Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.
- 2.21 BHEL may decide holding of pre-bid discussion [PBD] with intending bidder 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. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 2.22 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. In this regard decision of BHEL shall be final and binding.
- 2.23 Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
- 2.24 **BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 2.25 **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 2.26 **OTHER ISSUES**
- 2.26.1 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 2.26.2 Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- 2.26.3 E- invoicing shall be applicable as per direction/norms of government.







**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
e-mail: vikrantk@bhel.in

## **Special Conditions of Contract (SCC)**

### **Special Conditions to Tenderer**

1. Technical Terms & Conditions / Specifications
2. Commercial Terms & Conditions
3. Acceptance letter / Deviation Certificate
4. Declaration
5. Details of Business
6. Bidder's Details
7. Price Bid Format
8. NEFT Format
9. Check list (For submission of tender)

### **Annexure's**

Annexure-A  
Annexure-B  
Annexure-C  
Annexure-D  
Annexure-E  
Annexure-F  
Annexure-G  
Annexure-H  
Annexure-I





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**Annexure A**  
Tender No. AA:GAX:20:PR:3107  
Dated: 29.01.2021

**Technical Terms & Conditions / Specifications**

**1. SCOPE OF SUPPLY**

- a. All items supplied to BHEL shall be in line with the following specifications (Table-a, Table-b & Table-c).

Table-a

For DG Set-1 (750 kVA), ESN 25398283			
Sl. No.	Item	Item Description	Qty (Nos.)
1	3238204	ELEMENT,LUB OIL FILTER	4
2	3238493	KIT, FUEL FILTER AND RING	2
3	3879488	KIT, SUPER BYP. FILTER ELEM	2
4	3010937	"SEAL,O RING"	2
5	3167224	"INHIBITOR,CORROSION 205 LITERS"	1
6	4912590	STRIP TEST	1
7	504626	VALVOLINE PREMIUM BLUE 7800 PLUS 1/210 LTR	1
8	3238665	KIT AIR CLEANER ELEMENTS (K, QSK, V SERIES)	2
9	AX1013359	RADIWASH 3 LITERS	10
10	CSFREIGHT1	FRIEGHT CHARGES	1
11	3167222	INHIBITOR,CORROSION 10 LITERS	10





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**e-mail: vikrantk@bhel.in**

Table-b

For DG Set-2 (750 kVA), ESN 25398279			
Sl. No.	Item	Item Description	Qty (Nos.)
1	3238204	ELEMENT,LUB OIL FILTER	4
2	3238493	KIT, FUEL FILTER AND RING	2
3	3879488	KIT, SUPER BYP. FILTER ELEM	2
4	3010937	"SEAL,O RING"	2
5	3167224	"INHIBITOR,CORROSION 205 LITERS"	1
6	4912590	STRIP TEST	1
7	504626	VALVOLINE PREMIUM BLUE 7800 PLUS 1/210 LTR	1
8	3238665	KIT AIR CLEANER ELEMENTS (K, QSK, V SERIES)	2
9	AX1013359	RADIWASH 3 LITERS	10
10	CSFREIGHT1	FRIEGHT CHARGES	1
11	3167222	INHIBITOR,CORROSION 10 LITERS	10

Table-c

For DG Set-3 (200 kVA), ESN 25782624			
Sl. No.	Item	Item Description	Qty (Nos.)
1	3238543	B CHECK KIT, 6CTA	1
2	4926654	INHIBITOR,CORROSION 10 LITERS	3
3	4912590	STRIP TEST	1
4	505441	VALVOLINE PREMIUM BLUE 7800 PLUS 1/20 LTR	1
5	506924	VALVOLINE PREMIUM BLUE 7800 PLUS 1/10 LTR	1
6	3238667	KIT AIR CLEANER ELEMENTS (6C 200 kVA)	1
7	AX1013359	RADIWASH 3 LITERS	1
8	CSFREIGHT1	FRIEGHT CHARGES	1





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**Annexure B**

Tender No. AA:GAX:20:PR:3107

Dated: 29.01.2021

**Commercial Terms & Conditions**

**1. VALIDITY OF OFFERS**

The bidder's offer shall be valid for a period of 03 months from the date of opening of bid. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

**2. TERMINATION OF CONTRACT**

If at any time, the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 1 Month notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

**3. TERMS OF PAYMENTS**

- In case of award of the Order, the payment, including GST & notional interest thereon subject to other terms & conditions mentioned in Clause no. 4 below (Taxes & Duties), will generally be made on after receipt of the computerized bill in duplicate and certification by Officer-In-Charge for satisfactory completion of the work. No advance money will be paid under any circumstances. Also no interest shall be paid due to delay in making the payment.
- GST Compliant Invoice complete in all respect along with all the requisite documents submitted by the vendor will be paid within 30 days of its receipt and final acceptance of BHEL.
- The 95% payment would be made on the basis of actual number of services / items provided by the vendor as per tender terms & conditions. Rest 5% of the payment shall be Retention Money. This shall be released after 3 months of successful completion of the contract, including replacements of all defective items. However, this retention money can be released against Bank Guarantee.**
- The Contractor will have to intimate the NEFT details bank to enable BHEL to credit the payments into the account.
- No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

**4. TAXES & DUTIES**

- To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as per **Terms of Payment**) in the name of respective BHEL Unit/ Office/ Region.
- The contractor has to submit their GST registration certificate to respective BHEL Unit/ Office/ Region within 30 days from the acceptance of order. GSTIN of BHEL will be provided to the service provider by respective office of BHEL within 30 days from the placement of order.



- c. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- e. Payment shall be made to contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @24%) shall be withheld and the same shall be released only after confirmation from GST website/ portal that such invoice has been declared in GSTR-1 return filed by service provider within the stipulated time for the relevant period and tax amount thereon has been paid by service provider to the Government within the stipulated time period as per GST Law.
- f. In case GST credit is delayed/ denied to BHEL or subsequently recovered from BHEL due to non/ delay in filing of GSTR-1 or delay in/ non-payment of tax to the Government by service provider or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/ loss/ recovery from BHEL of such GST credit along with interest levied/ leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the service provider's bill and/ or adjusted against GST amount not paid as indicated under (e) above.
- g. Irrespective of refund of GST credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by service provider in his GSTR-1 for any period after due date of such return and/ or payment of GST thereon by service provider on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had service provider declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from service provider.

**5. TAX DEDUCTION AT SOURCE:**

Tax shall be deducted at source (TDS) from the running bill as per extant Income Tax Rules and other statutory requirements.

**6. Deviations:**

Deviations, if any, may be enumerated in the format enclosed (**Annexure-C**). BHEL, at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviations mentioned elsewhere in the bid apart from **Annexure-C** – "**FORMAT FOR SEEKING DEVIATION**" (whether Techno-commercial bid or Price bid) shall be treated as null and void by BHEL.





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## **7. PENALTY CLAUSE**

- a. In case of delay in delivery of ordered items, a penalty of min. LD of 0.5% per week or part of the week of delayed period not exceeding 10% of the contract value shall be applicable without any controversy / dispute of any sort whatsoever.
- b. Penalty shall be imposed for the item(s) not delivered within stipulated time.
8. BHEL reserves the right to scrap the tender at any time without assigning any reason.
9. Defective items: The defective items shall be returned to the supplier within 3 months from date of supply, which shall be replaced by the supplier without any extra charge.
10. The suppliers shall have to make unconditional replacement for any damage/defects reported by BHEL.







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**Annexure-C**

Tender No. AA:GAX:20:PR:3107

Dated: 29.01.2021

**ACCEPTANCE LETTER / DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:  
(Give reference to clause nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

**Note:**

**Deviations may or may not be accepted by BHEL.**

“I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. \_\_\_\_\_ dated \_\_\_\_\_. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm





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**e-mail: vikrantk@bhel.in**

**Annexure-D**

**Tender No. AA:GAX:20:PR:3107**

**Dated: 29.01.2021**

**DECLARATION**

I/ We hereby declare that I/ we have not been banned or de-listed by any PSU/ Government Department/ Financial Institution/ Court and no case is pending with the police/ court of law against our firm/ partner or the company.

**Signature**

**With name, Designation & seal of the firm**

**Place:**

**Date:**



**Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India)**



**Page 25 of 31**



**BHARAT HEAVY ELECTRICALS LIMITED**  
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**Annexure-E**

Tender No. AA:GAX:20:PR:3107

Dated: 29.01.2021

**DETAILS OF BUSINESS**

1	Name of the firm/ Authorized Representative	
2	Status of Firm (whether HUF, individual etc.)	
3	Address for communication	
4	Registered Office, if any :	
6	Telephone No. (Office) (Res) (Garage) (Mobile) (Fax) (e-mail address) (Website address, if any)	
7	Name of proprietor / partner	
8	Name of Bankers	
9	Date/ year of commencement of Business	
10	Service Tax – Registration No.	
11	GSTIN – (GSTIN certificate to be enclosed)	
12	PAN – (Copy of PAN to be enclosed)	
13	Any other information	







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**Annexure-F**

Tender No. AA:GAX:20:PR:3107

Dated: 29.01.2021

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	

**(Signature & seal of the contractor)**





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**Annexure-G**

Tender No. AA:GAX:20:PR:3107

Dated: 29.01.2021

**Price BID Format**

**For DG Set-1 (750 kVA), ESN 25398283**

Sl. No.	Item	Item Description	Unit Price (₹)	Qty (Nos.)	Amount (₹)	GST in %	GST Amount (₹)	Total Amount (₹)
			A	B	C = A X B	D	E = C X D	F = C + E
1	3238204	ELEMENT,LUB OIL FILTER		4				
2	3238493	KIT, FUEL FILTER AND RING		2				
3	3879488	KIT, SUPER BYP. FILTER ELEM		2				
4	3010937	"SEAL,O RING"		2				
5	3167224	"INHIBITOR,CORROSION 205 LITERS"		1				
6	4912590	STRIP TEST		1				
7	504626	VALVOLINE PREMIUM BLUE 7800 PLUS 1/210 LTR		1				
8	3238665	KIT AIR CLEANER ELEMENTS (K, QSK, V SERIES)		2				
9	AX1013359	RADIWASH 3 LITERS		10				
10	CSFREIGHT1	FRIEGHT CHARGES		1				
11	3167222	INHIBITOR,CORROSION 10 LITERS		10				
		<b>TOTAL (I)</b>						

**For DG Set-2 (750 kVA), ESN 25398279**

Sl. No.	Item	Item Description	Unit Price (₹)	Qty (Nos.)	Amount (₹)	GST in %	GST Amount (₹)	Total Amount (₹)
			A	B	C = A X B	D	E = C X D	F = C + E
1	3238204	ELEMENT,LUB OIL FILTER		4				
2	3238493	KIT, FUEL FILTER AND RING		2				
3	3879488	KIT, SUPER BYP. FILTER ELEM		2				
4	3010937	"SEAL,O RING"		2				
5	3167224	"INHIBITOR,CORROSION 205 LITERS"		1				
6	4912590	STRIP TEST		1				
7	504626	VALVOLINE PREMIUM BLUE 7800 PLUS 1/210 LTR		1				
8	3238665	KIT AIR CLEANER ELEMENTS (K, QSK, V SERIES)		2				
9	AX1013359	RADIWASH 3 LITERS		10				
10	CSFREIGHT1	FRIEGHT CHARGES		1				
11	3167222	INHIBITOR,CORROSION 10 LITERS		10				
		<b>TOTAL (II)</b>						



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**For DG Set-3 (200 kVA), ESN 25782624**

Sl. No.	Item	Item Description	Unit Price (₹)	Qty (Nos.)	Amount (₹)	GST in %	GST Amount (₹)	Total Amount (₹)
			A	B	C = A X B	D	E = C X D	F = C + E
1	3238543	B CHECK KIT, 6CTA		1				
2	4926654	INHIBITOR,CORROSION 10 LITERS		3				
3	4912590	STRIP TEST		1				
4	505441	VALVOLINE PREMIUM BLUE 7800 PLUS 1/20 LTR		1				
5	506924	VALVOLINE PREMIUM BLUE 7800 PLUS 1/10 LTR		1				
6	3238667	KIT AIR CLEANER ELEMENTS (6C 200 kVA)		1				
7	AX1013359	RADIWASH 3 LITERS		1				
8	CSFREIGHT1	FRIEGHT CHARGES		1				
		<b>TOTAL(III)</b>						
<b>GRAND TOTAL(I+II+III) in ₹ (Including GST)</b>								

Amount in Words:





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**Annexure-H**

Tender No. AA:GAX:20:PR:3107

Dated: 29.01.2021

**NEFT Format**

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>Beneficiary Bank address</b>	
<b>IFSC CODE of the bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID</b>	
<b>PAN</b>	

**Enclosed:** A photocopy/ cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:



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**Annexure-I**

Tender No. AA:GAX:20:PR:3107

Dated: 29.01.2021

**CHECK-LIST**

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

S. No.	Description of requirement	Yes / No /NA	Page Nos.
1	Technical terms & Conditions <b>Annexure – A.</b>		
2	Commercial Terms & Conditions <b>Annexure – B.</b>		
3	Acceptance letter / Deviation Certificate <b>Annexure – C</b>		
4	Declaration <b>Annexure – D</b>		
5	Details of Business <b>Annexure – E</b>		
6	Bidder's Details <b>Annexure – F</b>		
7	Price Bid Format <b>Annexure – G</b>		
8	NEFT Format <b>Annexure – H</b>		
9	Check List – For submission of tender <b>Annexure – I</b>		

Signature  
With name, Designation & seal of the firm



Answered  
on 10th May 1954  
Page 20 of 20

# QUESTIONS

## QUESTIONS TO BE ANSWERED BY THE GOVERNMENT

No.	Description of the question	Page No.
1	Question 1 - 1st question - 1st part	
2	Question 2 - 2nd question - 2nd part	
3	Question 3 - 3rd question - 3rd part	
4	Question 4 - 4th question - 4th part	
5	Question 5 - 5th question - 5th part	
6	Question 6 - 6th question - 6th part	
7	Question 7 - 7th question - 7th part	
8	Question 8 - 8th question - 8th part	
9	Question 9 - 9th question - 9th part	

Answered  
on 10th May 1954  
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