

	INDUSTRIAL SYSTEMS GROUP (Purchase/Works-1) RFQ No. 77/16/6295/RCD	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01	2X800 MW Telangana Super Thermal Power Project- Karimnagar AHP Main Package
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		2) Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Note" to the Transporter for transferring the ownership from BHEL to the customer (NTPC). In the case of directly dispatchable bought out items of the vendor, the "Delivery Note" shall also be issued to the transporter by the vendor for transferring ownership from vendor to BHEL. Delivery Note(s) shall be carried by the transporter along with other dispatch documents and shall be submitted along with the invoice for payment purpose.
3.	Buyer and Paying Authority	A) For Inter-state sales (where CST is applicable): BHEL-ISG, Bangalore B) For Intra-state sales (where VAT is applicable): Paying Authority shall be same as referred above. However, Buyer will be BHEL- HPEP RC Puram Hyderabad. Detail requirements are as per Annexure-I which are to be followed strictly.
4.	BHEL-ISG TIN	29630078284
5.	BHEL-ISG CST No.	70160429 dt. 19.09.02
6.	Mode of Dispatch	By Rail/Road/Sea. Note : It is Vendor's responsibility to ensure availability of Trucks/ Ship/Rake etc. well in advance for dispatch of material to meet contractual delivery requirement
7.	Road Permit Requirement	Required. Shall be provided by NTPC/BHEL. (Request for road permit shall be made as per attached way bill format only)
8.	Transit Insurance	In BHEL Scope. Insurance details shall be informed later. Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following : a) BHEL. Site office (Address same as Consignee address) b) Sh. N.S. Ramesh (Dy. Manager), BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012.
9.	Unloading at Site	In the scope of Vendor
10.	Storage at Site	In the scope of Vendor.
11.	Movement of Material Within Site	In the scope of vendor.
12.	Provision of Facilities at Site : (Applicable for Turnkey Packages)	a) Electricity :- Construction Power at 415 V (3 phase) level shall be provided at one point in the project "Site" free of cost. b) Water:- Contractor shall make all arrangements themselves for supply of construction water as well as potable water for labor and other personnel at the work site / colony .

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13.	Delivery	a) Completion of Supply Portion (Main Supply, Mandatory & Commissioning Spares): within 19 (Nineteen) months from the date of LOI. b) Completion of Erection & Commissioning : 6 (Six) months from the date of availability of respective front /Civil foundation. NOTE : Vendor shall strictly adhere to 'L2' schedule: In case of non-compliance to agreed schedules / milestones, then it would be presumed that vendor / contractor is not fulfilling contractual obligations. BHEL reserves the right to take suitable action like operating "Risk & cost clause".
14.	Operation and maintenance	Twelve (12) months Operation and maintenance will start from first coal firing date of either of the units as per technical enquiry specification.
15.	Payment terms	For Supply Portion (Main Supply, Mandatory & Commissioning Spares): As per GCC. The clause 9.3.1 (i) of general commercial terms & conditions of GCC, rev-01 shall be read as : Five percent (5%) pro rata payment of total basic price (excluding taxes, duties & freight) as per approved billing schedule against approval of design documents and drawings certified by Engineering and submission of Bank Guarantee (as per the format mentioned in Annexure-IV) of equivalent value valid till completion of supply (Valid initially up to contractual completion date of supply). Design document and drawings shall be as defined for approval in the technical specification. The clause 9.3.2 of general commercial terms & conditions of GCC, rev-01 shall be read as : Five percent (5%) of basic price of materials supplied will be released on pro-rata basis after storing at proper space and submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. The clause 9.12 of general commercial terms & conditions of GCC, rev-01 shall be read as : In case of Turnkey packages (refer clause 9.3.3 & 9.4.3) , if the PG test is not conducted up to 24 months from the date of last dispatch for reasons not attributable to vendor, the last 10% payment will be released against Bank Guarantee of an equivalent amount, valid initially for 12 months and extendable till completion of PG test. This BG will be in addition to contract Performance Bank Guarantee for 10% of the contract value (Ex-Works /

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		CFR). For Erection and Commissioning: As per GCC For Operation & Maintenance : 100% payment with taxes shall be paid pro-rata on monthly basis against satisfactory service support and working of the system on certification of the invoice by BHEL site representative. Copy of site certification / RAB (RAB format as per Annexure-V) for having completed the work shall be submitted by bidder at the time of claiming erection & commissioning payments along with other documents as mentioned in clause 9.7.5 of GCC). Vendor to ensure submission of billing schedule well in time to the Purchase department for approval.
16.	Guarantee Period	Twelve (12) months from the date of successful completion of guarantee test.
17.	Latent Defects Liability Period	At the end of the Guarantee Period, the contractor liability ceases except for latent defects. The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Guarantee Period. For the purpose of the this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Guarantee Period as defined
18.	Price basis	For Supply : For Indigenous Suppliers - Ex-works inclusive of packing & forwarding charges. Taxes, duties and freight to be paid in line with GCC. For Foreign suppliers : Firm till completion of the Project. CFR Indian port basis inclusive of sea worthy packing & forwarding charges. Taxes, duties and freight to be paid in line with GCC. For E&C and O&M : Firm till completion of the Project. WCT if any, to be included in price. Service tax along with cess to be indicated separately and will be reimbursed at actuals. TDS shall be made for IT as per Income Tax act. (The E&C charges including service tax and cess should be at least 15% of the total contract price (excluding spares and O&M Charges but including all taxes, duties and freight), failing which the break-up of prices shall be adjusted accordingly for ordering)
19.	Submission of Performance Bank Guarantee (PBG)	PBG, in line with clause no 11 of general commercial terms & conditions of GCC, rev-01, is to be submitted as per within 10 days from the date of Letter of Intent (LOI). (Refer Annexure II for PBG format)

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		Validity of the Bank Guarantee shall be for the entire Guarantee period +3 months claim period. Initially, it should be at least 37 months + 03 months claim period, later extended to cover the guarantee period, two months before its expiry. Note: The Bank Guarantee to be provided in the hard and not in the SFMS format". Our bank details is as follows: Name of Site/division: BHEL ISG Name of Bank: ICICI BANK LIMITED Branch Address: ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 Phone No. of the Bank: 022-28308110 Branch Code: 0002 Branch IFSC Code: ICIC00000002 Account No: 000205003783 Nature of account: COLL A/C
20.	Taxes & Duties	Bidder to note that the Custom Duty benefits is available under Chapter 98.01 of the Customs Tariff Act for import of goods, which are required for incorporation in the facilities under the Contract and is limited to CIF content of USD 3,515,843 + EURO 3,174,614. The BHEL / NTPC shall issue the required Certificate, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefit under the Contract. For issuance of such Certificate by the BHEL / NTPC, the bidders shall be required to indicate the import content included in their price bid. The bidders shall themselves be solely responsible for availing the above benefits, which they have considered in their bid. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits and/or withdrawal of such benefits by the Govt. of India, the BHEL / NTPC shall neither be liable nor responsible in any manner whatsoever. All bidders to note that being a Project Import project, Excise Duty is applicable. Vendor shall quote ED separately in price bid at applicable rate and ED will be reimbursed to vendor by BHEL. For main supply and commissioning / mandatory spares, consideration of Quoted ED in evaluation shall be intimated during techno-commercial evaluation of the bids. Vendor shall quote CST / VAT (whichever applicable) separately in the price bid and CST / VAT shall be reimbursed to vendor by BHEL. For main supply and commissioning / mandatory spares, consideration of Quoted CST / VAT in evaluation shall be intimated during techno-commercial evaluation of the bids. Concessional Sales Tax against issuance and exchange of form 'C' & 'E1/E2' /

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		VAT, as applicable, are to be quoted by the bidder in their offer. VAT for Intra-state dispatch shall be paid subject to conditions specified in Annexure I. VAT returns to be submitted by vendor as and when required by BHEL. The first paragraph of clause no. 4.1.2 of General Commercial Terms & Conditions of GCC shall be read as: Excise duty actually incurred by Seller/Contractor on self-manufactured items shall be reimbursed against documentary evidence. Anti-dumping duty, if any, shall be in the account of bidder and shall be included in their price. No separate payment shall be made by BHEL for the same. Entry tax : If any, shall be payable by ultimate customer (NTPC) directly to tax authority. Hence the same should not be considered in the offer. Swachh Bharat Cess & Krishi Kalyan cess to be indicated in separate line in the invoice. Following information shall be provided by vendor in the service tax invoice: - Vendor Service Tax Registration No. (15 digits) - Nature of service and its code - Name and address of service provider (vendor) - Name and address of service receiver (BHEL)			
21.	Liquidated Damages for shortfall in Guaranteed Performance	a) If the performance test results during the 'Performance guarantee Tests' deviate from the guaranteed values as mentioned in IS-1-15-2003/007/TS Rev.0 dtd. 27.12.2016 (however for auxiliary power consumption the guaranteed values shall be as per Annexure III to SCC) the vendor shall correct the equipment at his own expense and repeat the performance tests within a reasonable period of time to be mutually agreed between BHEL and Vendor. b) In case of un-remedied shortfall in overall auxiliary power consumption as mentioned in Annexure III to SCC the vendor shall be liable to pay BHEL by way of LD for performance shortfall for each unit as stipulated below: <table border="1" data-bbox="537 1812 1289 1885"> <tr> <td>1.</td><td>For every 1 KW increase in auxiliary power consumption</td><td>Rs. 2,93,783.40</td></tr> </table> Maximum deduction for LD for shortfall in Guaranteed Performance: The Total amount of LD for shortfall in Guaranteed Performance under the	1.	For every 1 KW increase in auxiliary power consumption	Rs. 2,93,783.40
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		Contracts will be subject to a Maximum of 10% of the total Contract Price*.
22.	Loading Criteria for Power Consumption	If the bidder indicates overall value higher than that indicated in technical specification IS-1-15-2003/007/TS Rev.0 dtd. 27.12.2016, loading shall apply at the rate of Rs. 2,93,783.40 /KW for the difference in KW figures given in technical specification above and those quoted by the bidder as per Annexure III to SCC. The loading shall apply for the purpose of Price Comparison only.
23.	Maximum deduction for LD	Vendors aggregate liability towards LD for failures in delivery (Supply & E&C) as mentioned at clause 16.0 of GCC, Rev 01 and shortfall in Guaranteed Performance as mentioned at clause 21 of SCC, shall not exceed 15% of the Total Contract Price* such amount shall be recoverable by operating the PBG of the vendor and/or deduction from the contract price*.
24.	Evaluation criteria	a) Tenders will be evaluated on the basis of delivered cost, i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. However, consideration of quoted ED / CVD and CST/VAT/SAD shall be intimated during techno commercial evaluation of bids. b) Though foreign bidders are required to quote CFR prices, Price evaluation and comparison will be made on the basis of Free Delivery at the Project site. c) For evaluation, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered. d) In case of foreign bidders, the quoted CFR price shall be loaded by following factors to arrive at total FOR Site price, in case not quoted by the bidder: d.1) Insurance – @ 0.082% of FOB value d.2) Port handling/clearing charges : @ 1% of CIF value (CFR + loading as per d.1) d.3) Custom Duties (including CVD @ 12.5% & SAD @ 5 %) at Indian port : 29.44 % of (CIF value + Port handling/clearing charges). d.4) Inland freight – @ 2% of CIF value (CFR + loading as per d.1)
25.	Drawing submission and approval	Drawing submission as per L2 network (to be furnished by the vendor and approved by BHEL). Obtaining drawing approval from the NTPC is the responsibility of vendor. However, BHEL shall assist the vendor in getting the approvals.
26.	Final Drawings / Documents submission	6 hardcopies sets Final Drawing / Documents along with O&M Manual or any other docs as applicable to be submitted along with 6 CD containing above docs shall be submitted by Vendor.
27.	Material Dispatch clearance certificate	For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of the vendor to arrange MDCC from them and furnish Original MDCC to BHEL.

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	(MDCC) issuing agency	Copy of NTPC MDCC shall be attached with invoice by vendor for claiming payment from BHEL. For Cat-II and Cat-III items, MDCC shall be issued by NTPC, which shall be valid for vendor payment. However, the vendor shall furnish all required documents like Material test certificates, inspection reports, etc., required for obtaining NTPC MDCC by BHEL.
28.	Inspection Agency	Inspection of packages shall be carried out by agency as per below Inspection category of packages : For domestic supplies : Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG / Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner / Third Party participation (Where ever applicable), with an advance notice of 15 working days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable). For foreign supplies : In case of Imported Supplies advance notice of 30 working days for participation in inspection (if applicable, in line with approved QAP/Customer/Owner Hold Points) to be given. The Test Certificates & Inspection reports duly accepted by the Foreign Vendor Inspection agency in line with approved QAP / Customer/Owner Hold Points shall be submitted to BHEL-ISG. The above Inspection reports & Test certificates shall be reviewed by ISG-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to Customer/Owner for their clearance. The Customer/Owner dispatch clearance (MDCC) will be given to the Foreign Vendor or their representative in India through BHEL-ISG after acceptance/clearance of above test certificates by Customer/Owner. Inspection call should be furnished in the enclosed format only. Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills. Inspection calls shall be addressed to BHEL-ISG Purchase Department irrespective of inspection categories. No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-ISG Material Management Department irrespective of inspection categories.
29.	Dispatch Documents Required (to be furnished by Vendor)	A) For Customer/Owner billing by ISG, the supplier shall provide the following documents to BHEL-ISG in 4 sets : For Supplies from within India: 1) Copy of Vendor Tax Invoice (Original Invoice in case of VAT)

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		2) Copy of Packing List indicating Quantity/ Gross weight! Net weight and BHEL approved BBU item no. wherever applicable against each item dispatched. 3) Copy of Excise Duty Gate Pass 4) Original LR / RR 5) Receipted LR / delivery challan acknowledgement by NTPC / BHEL site engineer Note : Documents mentioned at sl. no. 1, 2 & 3 above shall be provided immediately after dispatch (not later than 15 days). B) For Vendor payments following documents are required in 4 sets: As per GCC (The documents to be submitted for claiming supply payments shall be as per clause no-9.7.2, 9.7.3 & 9.7.4 of GCC REV 01). In addition to the documents required as per GCC, Vendor shall also submit the MDCC from BHEL and Customer-4 copies and shall enclose delivery note(s). Additionally vendor may furnish mfg clearance/drg/docs approval date for the purpose of determining contractual delivery for expeditious processing of Invoices. It is the responsibility of the vendor to submit invoices along with documents required for effecting payment within the stipulated period mentioned in the applicable statute for this tender. Non-submission of invoices due to delay/reasons attributable to vendor resulting in / leading to loss of tax credit for BHEL will be into vendor's account.
30.	Dispatch Markings	The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road. • All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit. • The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection. • Each package delivered under the Contract shall be marked by and at the expense of the supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee. the gross weight and net weight of the package, the name of the Contractor with a distinctive number of mark sufficient for

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		purposes of identification. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers. • Besides wherever necessary, packing shall bear a special marking " TOP", " BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE".etc. • All packing cases, containers (excluding marine container), packing and other similar materials shall be new. • Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. • One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. • Each and every package box shall be marked with the following, as a minimum: (i). Name and address of Consignee: (ii). Project reference : (iii). Contract No.: (iv). Packing No.: (1110, 2110, 3110 when there are 10 packages For one consignment) (v). Net Weight/Gross Weight: (vi). Port of Loading: (vii). Destination Port: Vishakhapatnam Sea Port. (viii). Packing Mark: [symbols indicating "TOP" and other special markings as indicated above. (ix). Type of Equipment: "E" (for Equipment supply) "T" (for Tools & Tackles) "S" (for Mandatory Spares) • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box).
31.	Commissioning spares	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.

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32.	Mandatory Spares	The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the Ultimate Customer/Owner Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate Customer/Owner. Three copies of packing list along with Manufacturing drawing no. Reference. Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box.
33.	Arbitration	All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of

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		invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.
34.	Approval of Sub-vendors	The supplier shall supply the materials from BHEL / NTPC approved vendors only as specified as per Technical Enquiry Specification IS-1-15-2003/007/TS Rev.0 dtd. 27.12.2016
35.	Project Management	To meet the need of project management , contractor shall provide the following services within quoted /accepted prices: PLANNING & MONITORING : • The contractor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per delivery schedule given in this document. This network must conform to the overall project schedule. • Based on L1 network the contractor will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per delivery schedule given in this document. This network must include all milestones and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning etc. L2 schedule to be submitted by vendor within 10 days of LOI. • Above schedules are to be preferably made in MICROSOFT PROJECT so that the same is compatible with BHEL's project management software. • Above schedules/ networks would be submitted to BHEL

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		sequentially by the contractor within 15 days from date of LOI and finalized within a month. - The vendor shall also prepare and submit a rolling plan of dispatches to BHEL by 7th day of every month for next two months (ie. By 7th Jan for Feb and March dispatches) PROGRESS REPORTING : - The contractor shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of the progress report must be submitted to Project Manager latest by 7th of every month covering the detailed progress achieved in the previous month. - The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program. - Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. The program of subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/revise his work program to meet the overall requirement. - Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Bangalore/site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. Other provisions of GCC of this tender would be applicable.
36.	Organization Chart	The vendor shall submit the overall organization chart within 10 days of LOI along with contact details/mobile no. of officials dealing with this contract

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		package for engineering, supply, Quality, E&C and maintenance etc.
37.	Ethics In Business Dealings	The offers of the bidders who are under suspension as 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 Commitment by Bidder/Supplier/Contractor: 1. 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. 2. 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. 3. 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. In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under "supplier registration page".
38.	Fraud prevention policy	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 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.
39.	Compliance To CVC Guidelines For Selection And Employment Of Consultants	The tender/contract shall be governed by CVC circular no 08/06/11 dt 24.06.2011 (copy enclosed). The offers of the parties already available with BHEL-ISG for other tenders shall also be subjected to conditions mentioned in this circular. Only one order, either consultation or supplies/services, whichever is finalized earlier, shall be placed on the such bidder and the remaining offer(s) shall not be considered for further processing.

	INDUSTRIAL SYSTEMS GROUP (Purchase/Works-1) RFQ No. 77/16/6295/RCD	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01	2X800 MW Telangana Super Thermal Power Project- Karimnagar AHP Main Package
---	--	--	---

		If any party, covered or not covered above, is awarded this contract, such parties shall not submit offers to BHEL-ISG against any future open tender. If such offers are received, the same shall be rejected.
--	--	--

*Main Supply, Supply of Commissioning & Mandatory Spares, Erection & Commissioning and O&M, excluding taxes, duties and Freight.

Revision 01 Details	Clause no.1,6,9,13,14,15,18,19,20,24,29,35,36 are revised.
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	INDUSTRIAL SYSTEMS GROUP (Purchase/Works-1) RFQ No. 77/16/6295/RCD	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 01	2X800 MW Telangana Super Thermal Power Project- Karimnagar AHP Main Package
---	--	--	---

Annexure-I

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located.

For the subject project nodal agency shall be:

BHEL, HPEP, RC Puram Hyderabad, Medak- 502032

VAT TIN No. 36360151179

Nodal agency is defined as Buyer in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

> As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, buyer i.e. BHEL's address with TIN No, (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.

> Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be principal place of business & applicable TIN No. of nodal agency of BHEL, as given above. In no case the vendors, invoices shall be addressed to BHEL ISG nor shall they contain our TIN as buyer.

> As original tax invoice of vendors are to be furnished to nodal unit for assessment / VAT audit purposes, extra copy of Original invoice is required to be submitted by vendors for retaining with bank payment voucher.

> Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.

> Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.

> Please note that reimbursement/payment of VAT shall be subject to furnishing of Vat complaint tax invoice and other certificate/document as per applicable State VAT law.

> Tax invoice must show Vat rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.

In case vendor is unable to furnish Vat compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.

Guaranteed Power Consumption at Rated Capacity

Bidder's Name and Address :

To
Sh. Anil S. Khandare, Sr. Engineer/ MM,
M/s BHEL- Industrial Systems Group,
Prof CNR Rao Circle, IISc Post,
Malleswaram, Bangalore- 560 012

Dear Sir,

We declare that the ratings and Power consumption figures of the equipments furnished by us under the Package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures, you may at your discretion accept the equipment/system after assessing the Liquidated Damages as specified at in clause no. 21 of the Special Conditions of Contract or reject the equipment/system and recover the payments already made.

POWER CONSUMPTION :

Bidder shall guarantee the total power consumption at the input terminals of drive motors of the following equipment at the guaranteed capacity (for evaluation purpose):

Sl. No.	SYSTEM	Motor KW	DUTY FACTOR	Guaranteed POWER in KW
A	Bottom Ash Handling System			
A.1	Clinker Grinder		0.3125	
B	Fly Ash System			
B.1	Fly ash conveying Air compressors with air drying plant (ADP)		1	
B.2	Transport air compressor with air drying plant (ADP)		1	
C	Water requirement			
C.1	Bottom ash L.P. Ash Water Pumps		1	
C.2	Bottom Ash H.P. Water Pumps		0.625	
C.3	Fly ash water pumps		1	
D	Ash Slurry Disposal System			
D.1	Bottom Ash Slurry disposal pumps		0.625	
D.2	HCSD pumps		1	
		TOTAL		

Total power consumption shall be limited to 6900 kW

Un- remedied short fall in power consumption = Actual achieved - as guaranteed above.

Loading shall be applied on= guaranteed above - 6900 kW= _____(KW)

Loading shall apply at the rate of Rs. 2,93,783.40/ KW

Signature of authorized signatory.....

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR ADVANCE**Annexure-IV**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier).having its registered office at _____ ² (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No.....dated³valued at Rs.....(Rupees -----/FC.....(in words.....) for⁴(hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Contractor, a sum of Rs..... (Rupees..... only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ----- (Rupees -----)⁵ from a Bank as hereinafter appearing.

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

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

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

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractors/Supplier shall have no claim against us for making such payment.

We theBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ 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.....⁸
- b) This Guarantee shall be valid up to⁹

c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

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

² NAME OF VENDOR /CONTRACTOR / SUPPLIER

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

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

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

(Para 4.3.1 of Works Accounts Manual)

RAB-

Date :

Sub Division :

Date of written order to commence the work :

Date of commencement of the Work :

Due date of completion as per Agreement :

Work Done PeriodPage 1 of 2

[illegible]

Rupees

II. MEMORANDUM OF PAYMENTS

- | | Rs. | P. | I | II |
|--|-----|----|-----|----|
| | | | Rs. | P. |
| 1 Total value of work actually measured as per Account No. 1, Column 10 (A) | | | | |
| 2 Total upto date 'on account' payment for work covered by approximate or plan measurements as per Account 1, Column 3 (B) | | | | |
| 3 Total upto date secured advances on security of materials as per column 8 of the enclosed Account (Form WAM 10) (C) | | | | |
| 4 Total upto date payments[(A)+(B)+(C)] (D) | | | | |
| 5 Total amount of Payments already made as per entry (D) of last Running Account Bill No.: RAB- dated: forwarded to the Accounts Office on (E) | | | | |
| 6 Balance [(D) - (E)] | | | | |
| 7 Payments now to be made : | | | | |
| a) by cash / cheque | | | | |
| b) by deduction for value of materials supplied by BHEL vide Annexure A attached | | | | |
| c) deduction for hire of tools and plant vide | | | | |
| 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 item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

Form WAM 6 (Contd.)

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No:	Date:	ALLOCATION		
Entered in Journal Book vide entry No.....Date:	Estimate No:	Code No:		
Passed for :	Name of the work:			
Less Deductions: Rs.		Debit	Credit	
Net Amount Payable Rs.		Ledger Head	Gross amount	Deductions
(Rupees.....only)			Rs. P.	Rs. P.
Payable to Shri/M/s..... By cheque/cash				
Entered in Contractors' Ledger No.....Page.....				

Assistant Accountant Accounts Officer Total :
 Date : Date : Date :
 VI. Received Rs.....(Rupees.....only) as per Memorandum of payments on amount of this work.

Signature of witness
 Address :

Signature of Contractor
 Date :

III. CERTIFICATE OF THE ENGINEER IN CHARGE

- 1.0 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 Shri _____ (Name & Designation) and are recorded at pages ____ to ____ of Measurement Book No _____
- 2.0 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).
- 3.0 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 such work is in no case, less than the 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor
 Date :

Signature of Engineer in Charge
 Designation :
 Date :

IV. CERTIFICATE OF THE SENIOR ENGINEER

- 1 Certified that the measurements have been checked measured to the prescribed extent by Shri _____ (Name and Designation) at site and also by the undersigned and the relevant entries have been initialled the Measurement Book _____ (vide pages ____ to ____)
- 2 Certified that all the measurements recorded in the measurement book have been correctly bill
- 3 Certified that all recoverable amounts in respect of materials tools and plant etc. and other charges have been correctly made vide annexure A to C attached.

Certified for payment* of Rs _____ (In words) _____

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

ALLOCATION

The

expenditure is chargeable as under and to be included in the accounts for May 2007

Ledger Head	Debit [Gross amount] Rs. P.	Credit [Deductions] Rs. P.
TOTAL		

Signature of Senior Engineer
 *Here specify the net amount payable. Date :

VII. ENTRIES TO BE MADE BY TREASURY SECTION

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

Signature of Cashier
 Date :

ANNEXURE A

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

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 (MT)	Quantity actually, incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the contractor				REMARKS
							Rate at which recoverable	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	
							Rs. P.	Rs.	Rs. P.	Rs.	
1	2	3	4	5	6	7	8	9	10	11	12

1

TOTAL : (MT)

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date: .

Date: .

ANNEXURE B

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Description of tools and plant issue	Period for which issued	Rate at which recoverable to be made	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	Remarks
			Rs. P.	Rs. P.	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8

TOTAL :

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date :

Date :

Date :

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Particulars	Unit	Quantity	Rate at which recoverable to be made		Amount recoverable		Amount recoverable upto previous bill		Balance now recovered		Remarks
				Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.	
1	2	3	4	5		6		7		8		9
1	Water Charges											
2	Electricity Charges											
3	Seignorage Charges											
4	Medical Charges											
5	Cost of empty gunny bags and empty containers not returned											
6												
7												
8												
9												
10												
TOTAL :												

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date :

Date : .

Date : .

ANNEXURE D
DEVIATION STATEMENT

Contract Agreement No.:

Name of the Contractor :

Name of the work :

Date :

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

Rate as executed	Amount as agreement	per	Amount as executed	Amount further anticipated	Total amount anticipated on completion	Rs.	Difference		Reason for the deviation with authority if any
Rs. P.	Rs. P.		Rs. P.	Rs. P.	P.		Excess Rs. P.	Savings Rs. P.	
9	10		11	12	13		14	15	16

Signature of Engineer in Charge

Signature of Senior Engineer

Date :

Date :

QUESTIONNAIRE TO BE ANSWERED BY 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 supplementary agreement no. :
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 Accounts 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 Accounts Department with reasons for grant of extension ? (Due and actual date of completion of the work and reference to letter No. and date granting the extension of time Should be given). :
- 9(a) Whether the rates allowed in the bill have been checked with the contract agreement :
- 9(b) Whether the rates for extra/ supplemental items have been approved by the competent authority and the sanction communicated to the Accounts Department together with rate analysis ? If so, cite reference. :
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 the consultation with Finance. :
12. Whether discrepancies pointed out by the Accounts Department in the stores statement have been reconciled and accepted by the Accounts 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 material has been recovered at the prescribed rate ? Whether consumption statement in respect of materials chargeable 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. :
18. Whether arithmetical calculation have been checked and certificate recorded in the measurement books by 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 payment on running accounts have been recovered. :
21. Whether all the recoveries due for services Given to the contractor like rent of accommodation, water charges etc. 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 of tools & plant have been recovered and the statement of hire charges with full details attached? :

24. Whether the certificate of workmanship & completion of work according to specifications ,drawings etc. is recorded by engineer/senior engineer and whether recoveries have been made for defective works, if any? :
25. Whether the corrections in the bill/ measurement books etc. have been neatly made & attested & there are no over writings? :
26. Whether the 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 Accounts? :
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 Accounts? :
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimates? :
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? :
30. (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 reference. :

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

Required Details For The Issuance of Road Permit

1	Tin of the consignor		
2	Name and address of the consignor		
3	Tin of the consignee-		
4	Name and address of the consignee-		
5	Place from where goods are consigned		
6	Place to which goods are consigned		
7	Invoice no (issued by seller) if movement is as a result of purchase/Despatch refe.		
8	Date of invoice/document		
9	Quantity of goods		
10	Description of goods		
11	Value of goods		
12	Name of the Transporter		
13	LR NO & DATE		
14	VEHICLE NO		