



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,

SALT LAKE CITY , KOLKATA ,WEST BENGAL, INDIA

Phone : 033-23398220,033-23211690 FAX : 033-23211960

TENDER CHANGE NOTICE

Sub	TENDER CHANGE NOTICE: TCN-02 dtd. 04-03-2020
Job	SUPPLY OF TRANSLUCENT POLYCARBONATE CLADDING SHEET FOR COAL & LIME SHEDS TO 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH
Ref	TENDER NO.: PSER:PUR:PMX:374(V):105(ENQ:19:PP:0015:PUR:139) Date 24/02/2020 along with TCN-01 Dtd 02-03-2020

With reference to above, following clarifications, relevant to tender, may please be noted and complied with while submitting the offer.

- 1) Reply to Bidder's queries vide Annexure-A to TCN-02 attached herewith.
- 2) Revised VOL-1C-R1 superseding earlier issued VOL-1C-R0 issued along with NIT being issued alongwith this TCN-02 is attached herewith.
- 3) Revised 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 4) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.

MGR (PURCHASE)

Encl: As above.

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

NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

To,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	SUPPLY OF TRANSLUCENT POLYCARBONATE CLADDING SHEET FOR COAL & LIME SHEDS TO 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH	
Ref	1.0	TENDER NO.: PSER:PUR:PMX:374(V):105(ENQ:19:PP:0015:PUR:139) Date 24/02/2020 along with TCN-01 Dtd 02-03-2020 and TCN-02 dated 04-03-2020
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature of bidder with Seal)

ANNEXURE-A TO TCN-02

REF: TENDER NO: PSER: PUR: PMX:374(V):105(ENQ:19:PP:0015: PUR:139) Date 24/02/2020

SI no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
1	32.0 (SCC)	TERMS OF PAYMENT Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner	In order to freeze the prices and the schedule, compete raw material order has to be confirmed to raw material suppliers. Since there is no advance payment in the terms, order confirmation can only be done after receiving of LC. Please confirm the duration within which the LC shall be establish after the order confirmation.	SCC has been revised as R1 and published with this clarification/TCN
2	32.2 (SCC)	(a) 75% direct payment against dispatch of materials within 60 days from the date of dispatch (b) 20 % direct payment within 60 days shall be released against receipt of material at site. (c) Balance 5% shall be paid after completion of Guarantee/warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period.	Kindly accept our request for payment terms as follows a) Payment term is 95% direct payment against LC within 60 days from the date of dispatch of sheet material. b) Balance 5% to be release on submission of BG valid upto DLP	Shall be as per tender provision
3	32.4 (SCC)	Measurement will be taken as specified in terms & conditions of the contract and certified by the BHEL engineer of actual work.	Our scope is limited to supply of profiled sheet based on approved drawings/bill of quantity and MDCC. Since we are not doing erection therefore laid area measurement is not possible. Please amend the clause.	Clause No. 32.4 of SCC has been deleted in SCC ,R1, being issued alongwith this TCN

SPECIAL CONDITIONS OF CONTRACT

R-1

FOR THE PURCHASE
OF

Design, Drawing & Supply of
3mm thickness translucent
Polycarbonate cladding sheet
for Coal & Lime shed

For 2x660MW
Maitree Rampal
Maitree Project



BHARAT HEAVY ELECTRICALS

CONTENTS

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
2.0	BROAD SCOPE OF WORK
3.0	SITE VISIT
4.0	PROJECT MANAGEMENT
5.0	SERVICES TO BE RENDERED BY THE SUCCESSFUL BIDDER
6.0	COMMUNICATION
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
8.0	ENGINEERING SERVICES
9.0	QUALITY PLAN
10.0	QUALITY ASSURANCE PROGRAMME
11.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
12.0	QUALITY ASSURANCE DOCUMENT
13.0	INSPECTION, TESTING AND INSPECTION CERTIFICATE
14.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTION
15.0	INSURANCE
16.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC) & MATERIAL RECEIPT CERTIFICATE (MRC)
17.0	REPORTING, CLEARING & SHIPPING DOCUMENTS
18.0	CONSIGNEE AND OTHER DETAILS
19.0	DISPATCH
20.0	PACKAGING
21.0	CUSTOM CLEARANCE
22.0	LAWS AND REGULATIONS
23.0	COMPLIANCE WITH APPLICABLE LAWS
24.0	APPROVED MANUFACTURER/ SUB-VENDOR
25.0	CONTRACT RATE/ PRICE
26.0	BANK DETAILS
27.0	EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)
28.0	TAXES, DUTIES, ETC
29.0	COMPLETION PERIOD
30.0	DELIVERY/ SUPPLY SCHEDULE
31.0	EXTENSION OF TIME FOR COMPLETION
32.0	TERMS OF PAYMENT
33.0	BILLING BREAK-UP
34.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
35.0	ESCALATION (PVC)
36.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
37.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
38.0	GUARANTEE/WARRANTY, AND LATENT DEFECT LIABILITY.
39.0	BANK CHARGE
40.0	OTHER TERMS

TENDER NO – PSER:PUR:PMX:374(Y):105(ENQ:19:PP:0015:PUR:139)		Date 24/02/2020
VOLUME-IC, R-1	SPECIAL CONDITIONS OF CONTRACT	PAGE 3 OF 26

This volume shall be construed as part of tender document and shall be read along-with other volumes of tender. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volumes, the same shall be brought out by the Successful bidder in writing to BHEL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favour of BHEL shall be adopted and the same shall be binding to the Successful bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each part/ package of tender.

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
1.1	Design, Drawing & Supply of 3mm thickness translucent Polycarbonate cladding sheet as per technical specification of the contract. (Design & drawing of Polycarbonate sheet shall be required to submit as per technical specification & input structure drawing to match the profile of metal deck sheet) Supply of flushing/ flat materials will also under the scope of supplier, if required. But payment will not be made for the above. Payment will be made for profile sheet only as per SCC.
1.2	Crimping(if required) due to curvature of the shed and supplier will take care the design , drawing , supply etc. accordingly
2.0	BROAD SCOPE OF WORK
2.1	The work to be done under this specification comprises of manufacturing, inspection, testing at manufacturer's/ sub-vendor's works, painting, proper packing, transportation, delivery, handing over at site of Materials as stated above & detailed in the specification & elsewhere in tender documents.
2.2	The scope of work broadly covers as per specification & elsewhere in the document but shall not be limited to the following.
2.3.1	Detail design of Cladding sheets as per specification/input from coal shed structure supplier.
2.3.2	Preparation of the manufacturing quality plan.
2.3.3	Transportation of materials on DDP – Delivered Duty Paid (INCO Terms 2018) (2X660MW Maitree Rampal Project,Bangladesh) basis.
2.3.4	The bidder shall act as "Transporter" of the materials after Transfer of Ownership of the materials at the registered place of the Bidder.
2.3.5	The bidder shall provide a copy of the Purchase Order issued their C&F Agent before commencement of transportation of goods from the registered place. The C&F agent shall maintain close liaison with BHEL officials in India/Bangladesh with respect to the compliance of Export formalities from India/overseas and Import formalities in Bangladesh.
2.4	Drawings/ documents submitted along with tender are for guidance purpose only and no claim/ compensation, whatsoever, shall be entertained by BHEL on this account.
2.5	<u>MEASUREMENT PROCEDURE FOR PAYMENT:</u> Profiled sheeting shall be measured flat and not girthed. Supply of screw & accessories for fixing of Cladding sheets are excluded from the scope of works.
2.8	All other points shall be as per the terms & conditions and specification along with aforesaid references together with amendments incorporated thereto.
3.0	SITE VISIT Not required
4.0	PROJECT MANAGEMENT To meet the need of project management, successful bidder shall provide the

	following services within quoted/ accepted prices.
4.1	PLANNING & MONITORING
4.1.1	The Successful bidder shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall project schedule.
4.1.2	Based on L1 network the successful bidder 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 completion schedule given in this document. This network must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
4.1.3	Based on L2 network The successful bidder will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/ BHEL hold points, responsibility of the customers/ BHEL and Successful bidder.
4.1.4	Above schedules are to be preferably made in Microsoft Project, so that the same is compatible with BHEL's project management software.
4.1.5	Above schedules/ networks would be submitted to BHEL sequentially by the successful bidder within 15 days from date of LOI and finalized within a month.
5.0	SERVICES TO BE RENDERED BY THE SUCCESSFUL BIDDER
5.1	Services for complete engineering, coordination and project management as detailed elsewhere in this tender.
5.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
5.3	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
5.4	DOCUMENTS
5.4.1	The successful bidder shall furnish 6(Six) sets of approved drawing & documents before start of production work.
5.4.3	The successful bidder shall furnish 6 (Six) sets of 'Storage, preservation & painting manual'.
6.0	COMMUNICATION
	The successful bidder shall be responsible for arranging all communication facilities at office. The successful bidder has to establish independent internet/ e-mail facilities with mobile connection for all key site personnel and same shall be integrated with BHEL's voice/ data network & database systems at site. The successful bidder's office must have facilities of communications like Fax, E-mail, and telephone with STD facility etc.
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
7.1	The work must be performed according to the most recent relevant codes, standards, accident prevention regulations and local rules and legal regulations.
7.2	All materials and equipment supplied and all work carried out as well as calculation sheets, drawings, quality and class of goods, methods of inspection, specific design features of equipment and parts and acceptances of partial plants shall comply in every respect with the applicable standards, codes and regulations to be chosen from the following:
7.2.1	American Association of State Highway and transportation Officials AASHTO American Concrete Institute ACI American Gear Manufacturers Association AGMA American Institute of Steel Construction AISC American Iron & Steel Institute AISI American Moving and Conditioning Association AMCA American National Standards Institute ANSI American Petroleum Institute API American Public Health Association APHA American Society for Testing and Materials ASTM American Society of Civil Engineers ASCE American Society of Heating, Refrigeration & Air Conditioning Engineers ASHRAE

	American Society of Mechanical Engineers ASME American Water Works Association AWWA American Welding Society AWS American Wire Gauge AWG Anti-Friction Bearing Manufacturers Association AFBMA Architectural Institute of Japan AIJ Association Francaise de Normalisation AFNOR British Standards Institute BS Chlorine Institute CI Crane Manufacturers Association of America CMAA Deutsches Institut für Normung DIN Diesel Engine Manufacturers Association DEMA European Norm EN Expansion Joint Manufacturer Association EJMA Fédération Européenne de Manutention FEM Heat Exchanger Institute HEI Hydraulic Institute HI Illuminated Engineers Society IES Institute of Electrical and Electronics Engineers IEEE Instrument Society of America ISA Insulated Power Cable Engineers Association IPCEA International Electrotechnical Commission IEC International Standards Organization ISO Japanese Architectural Standard Specification JASS Japanese Electrical Manufacturers Association JEMA Japanese Electrotechnical Institute JEC Japanese Industrial Standards JIS Manufacturers Standardization Society MSS National Association of Corrosion Engineers NACE National Electrical Code (USA) NEC National Electrical Manufacturer Association (USA) NEMA National Electrical Safety Code NESC National Fire Protection Association NFPA National Structural Code for Building NSCB Occupation Safety and Health Administration OSHA Portland Cement Association PCA Properties of Water and Steam IFC Scientific Apparatus Manufacturers Association SAMA Society of Automotive Engineers ASE Standards of Japanese Electrotechnical Committee JEC Steel Structures Painting Council SSPC Technische Vereinigung der Grosskraftwerksbetreiber VGB Tubular Exchanger Manufacturers Association TEMA Underwriters Laboratory UL Uniform Building Code UBC Verband Deutscher Elektrotechniker VDE Verein Deutscher Ingenieure VDI Vereinigung Deutscher Elektrizitätswerke (Association of German Power Plants) VDEW Water Pollution Control Federation WPCF
7.3	Generally, all internationally and nationally recognized standards as above will be applied, except if specific standards called for by:
7.3.1	a) Occupational Safety Board of Bangladesh b) Department of Inspection for Factories and Establishments, Bangladesh c) Department of Environment, Bangladesh d) Bangladesh Power Development Board e) Bangladesh Energy Regulatory Commission f) Ministry of Power, Energy and Mineral Resources

	g) Bangladesh Fire Service and Civil Defence Ministry h) All relevant Bangladesh National Statutory Regulations i) Bangladesh National Building Code j) Bangladesh Standards k) Local Authorities.
7.4	All services, supplies and works shall comply with the requirements of the relevant laws of Bangladesh and the IFC/World Bank Group Standards and Guidelines in their latest edition, including but not limited to:
7.4.1	Environmental Conservation Rules Bangladesh Energy Regulatory Commission Act; BERC Licensing Regulation BERC Technical Quality Standards; Bangladesh National Building Code; other applicable laws in Bangladesh; IFC Performance Standards on Environmental and Social Sustainability; IFC / World Bank Group Environmental, Health and Safety (EHS) General Guidelines; IFC / World Bank Group EHS Guidelines for Thermal Power Plants; IFC / World Bank Group EHS Guidelines for Electric Power Transmission and Distribution.
7.5	It is contractor's responsibility to provide sufficient evidence that any national or other standard the Contractor proposes (other than those mentioned above) will ensure an equivalent or higher standard.
7.6	Except where otherwise specified, the plant/equipment shall comply with the appropriate agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Successful bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
7.7	Where the Successful bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.8	In case bidder proposes any IS code, it shall be verified by reputed institutions like IIT that the proposed code is equivalent or superior to the codes mentioned above. Comparison report shall be established and provided to BHEL/Owner for information. Such report shall highlight the main items of the code, including material composition, material properties, design clauses and others as required. Report shall identify deviations of both codes and give justification for this deviation.
7.9	The bidder shall ensure that design will consider material properties as per approved code.
7.10	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
7.11	Wherever specified or required the plant/equipment shall conform to various applicable statutory regulations at Bangladesh. Wherever required, obtaining approval for plant/ equipment supplied under the specification from statutory authorities shall be the responsibility of the successful bidder.
7.12	Below mentioned IS codes have been approved/accepted by BIFPCL:
7.13.1	IS 2061 for Structural Steel
8.0	ENGINEERING SERVICES
	As part of the overall project management activity, the successful bidder shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The successful bidder shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contactors. The Engineering Manager shall be the single point contact person on behalf of the successful bidder and shall be responsible for

	all engineering co-ordination.
9.0	QUALITY PLAN
	The Successful bidder shall furnish the quality assurance plan which would be approved by BHEL/ owner.
10.0	QUALITY ASSURANCE PROGRAMME
	To ensure that the equipment & services under the scope of the contract whether manufactured/ performed at Successful bidder's works or at Successful bidder's premises or at any other place of work are in accordance with the specifications The successful bidder shall adopt suitable quality assurance programme to control activities as necessary. Such programme shall be outlined by the successful bidder and shall be finally accepted by BHEL/ owner/ authorised representative. A quality assurance programme of the successful bidder shall generally cover the following.
10.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance program.
10.2	System for site erection control including process controls and fabrication and assembly controls.
10.3	The procedure for purchase of materials, parts, components and selection of sub-Successful bidder's service including Successful bidder analysis, source inspection, incoming raw material inspection, verification of materials purchased, etc.
10.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
10.5	Control of non-conforming items and system for corrective actions.
10.6	Inspection and test procedure for all site related works.
10.7	Control of calibration and testing of measuring and testing equipment.
10.8	System for quality audit.
10.9	System for indication and appraisal of inspection status.
10.10	System for authorizing release of manufactured product to BHEL.
10.11	System for handling storage and delivery.
10.12	System for maintenance of records.
10.13	Furnishing of Quality Plan for manufacturing and Field activities detailing out the specific quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment/ component.
11.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
11.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Program. An indicative program of inspection/tests to be carried out by the successful bidder for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive program as it is the responsibility of the successful bidder to draw up and implement such program duly approved by BHEL The detailed quality plan for manufacturing should be drawn up by the Successful bidder and will be submitted to BHEL for approval.
11.2	Manufacturing Quality Plans will detail out all the equipment & components, various tests/ inspection to be carried out as per requirement of specification & standards mentioned therein and the quality practices & procedures, etc to be followed by The successful bidder 's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing/ performance testing.
11.3	The Successful bidder shall furnish copies of reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc. as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents/ standards etc. will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved Quality Plans, BHEL/ authorized representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, approved Quality Plan and Applicable standards must be documented and referred to BHEL for approval

	& disposition.
11.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection and shall not in no way limit the liabilities and responsibilities of the successful bidder in earning satisfactory performance of equipment as per specification.
11.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of BHEL/ owner.
11.6	The successful bidder shall ensure that only asbestos-free materials including consumables are used/supplied at the project. Any material having asbestos content is forbidden in the project.
12.0	QUALITY ASSURANCE DOCUMENT
12.1	The successful bidder shall be required to submit the following Quality Assurance Documents within 2 weeks after dispatch of the equipment.
12.1.1	Test report of components.
12.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
12.1.3	Non-destructive examination results/ reports including radiography interpretation reports.
12.1.4	Welder identification list listing welder's and welding operator's qualification procedures and welding identification symbols.
12.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
12.1.6	Stress relief time temperature charts.
12.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
12.1.8	Inspection Report duly signed by QA Personnel of BHEL and successful bidder for the agreed inspection hold points. During course of inspection the following will also be recorded.
12.1.8.1	When some important work repair work is involved to make the job acceptable.
12.1.8.2	The repair work remain part of the accepted product quality.
12.1.8.3	Letter of conformity certifying that that requirement is in compliance with finalised specification requirements.
13.0	INSPECTION, TESTING AND INSPECTION CERTIFICATE
13.1	Inspection, Examination and Testing
13.1.1	All design, engineering, equipment, materials, Plant and workmanship supplied by Successful bidder or for which Successful bidder is responsible shall be subject to inspection, examination and testing by the BHEL/Employer's (BIFPCL) and/ or Engineer's (FICHTNER) designated consultants and/ or representatives at any and all times during design, engineering, manufacture, procurement, fabrication and construction and at any and all places where such design, engineering, manufacture, procurement, fabrication and construction are carried on. Provided such inspection, examination and testing shall to the extent possible be carried out in conjunction with Successful bidder's similar activities, and if not, upon prior consultation with Successful bidder in order to avoid any unnecessary delay in the performance of the Work.
13.1.2	In furtherance of the foregoing, Successful bidder shall arrange for the aforesaid consultants and representatives of the Employer and/ or Engineer to have access to all places where manufacture or preparation of equipment, materials and Plant or construction activities are being carried out.
13.1.3	In respect of the Work which the Employer and/ or Engineer are entitled to examine, inspect, measure and/or test, Successful bidder shall give notice (of not less than 20 working days) to the Employer and the Engineer whenever any such Work is ready and before it is covered up, put out of sight or packaged for storage or transport. The Employer and/or the Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or

	give notice to Successful bidder that Employer and/ or the Engineer (as applicable) does not require to do so after receipt of Successful bidder's notice for such examination, inspection, measurement or testing at Site.
13.1.4	If Successful bidder fails to give such notice, it shall, if and when required by the Employer and/or the Engineer, uncover the work and thereafter reinstate and make good, all at Successful bidder's cost and expense. The Employer and the Engineer shall be responsible for their respective expenses in connection with inspection, examination and testing.
13.1.5	The Successful bidder shall co-operate with and provide full opportunity to the Employer/Engineer to regularly monitor the progress of manufacture in the Works of the Successful bidder to the detailed extent necessary to establish that satisfactory progress relative to the Contract Schedule is being achieved.
13.1.6	All pertinent information such as shop loading, detailed manufacturing programs to enable the Employer and/ or Engineer to determine the adequacy of the advance planning for material procurement, machine and manpower resources to meet the Contract Schedule shall be made freely available to the Employer and/ or Employer 10 working days before visiting the manufacturing facilities.
13.2	Rejection and Replacement
13.2.1	The Employer and/ or the Engineer and their designated consultants and representatives shall have the right to reject any portion of the Work which is effective, deficient, not within specifications provided in the Contract or not according to Good Industry Practice or faulty workmanship and require its repair or replacement
13.2.2	Rejected and other defective equipment, materials and Plant shall be satisfactorily replaced with proper replacements. The costs and expenses associated with such repairs and replacements shall be to the account of Successful bidder and not reimbursable
13.2.3	After completion of the necessary repairs or replacements, the relevant equipment, materials and Plant, shall be subject to further inspection, examination and testing by the Employer and/ or Engineer and their designated consultants and representatives, all the costs and expenses of which shall be to the Successful bidder's account.
13.2.4	If Successful bidder fails to proceed promptly with the replacement of rejected equipment, materials and Plant and the correction of defective workmanship, Employer and/ or the Engineer may, by contract with third parties or otherwise, replace such equipment, materials and Plant or correct such workmanship and/or may terminate this Contract and Successful bidder shall be liable and reimburse Employer and/ or the Engineer (as applicable) upon demand for all costs, expenses and damages incurred by the Employer and/ or Engineer relating to such replacement or correction.
13.2.5	The Successful bidder shall be entitled to remove and retain all rejected components Work that the Employer and/ or may have replaced at the Successful bidder's cost.
13.3	The Successful bidder shall furnish; at each location where inspection, examination and testing is carried out; all reasonable facilities, assistance, labour, equipment, materials, utilities, apparatus and instruments necessary for the safe and convenient inspection and testing of material and workmanship that may be required pursuant to this Contract.
13.4	The right of inspection, examination and testing by Engineer or the Employer, their designated consultants and representatives provided herein is intended solely for the Engineer's and the Employer's benefit, it being understood that no exercise of or failure to exercise such right shall relieve Successful bidder of any of its obligations hereunder or prejudice any of the Engineer or Employer's rights under this Contract.
13.5	The Engineer, his duly authorized representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on

	other premises or works, The successful bidder shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the works were manufactured or assembled on Successful bidder's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be Successful bidder's responsibility and same has to be carried out within the quoted price.
13.6	To facilitate advance planning of inspection in addition to giving inspection notice the successful bidder shall furnish quarterly inspection program indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
13.7	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The successful bidder shall give the engineer/ Inspector 15 days written notice of any material being ready for testing. Such test shall be to the successful bidder's account except for the expenses of the Inspector .The Engineer/ Inspector, unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test/ inspection failing which The successful bidder may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
13.8	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to The successful bidder of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The successful bidder shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
13.9	When the factory tests have been completed at The successful bidder's or successful bidder's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of Successful bidder's test certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
13.10	In all cases where The successful bidder provides the tests at the premises of The successful bidder or any sub-vendor, The successful bidder except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
13.11	INSPECTION & JOINT VERIFICATION (AT SUCCESSFUL BIDDER'S WORKS)
13.11.1	Prior to dispatch, the materials would be offered by The successful bidder for joint inspection at The successful bidder's works as detailed in this tender specification for which The successful bidder would serve the advance notice of 15 days for inspection call to BHEL.
13.11.2	For further information, Successful bidder shall visit web site http://cgir.bhel.in to login & lodge inspection related calls.
13.12	INSPECTION & JOINT VERIFICATION (AT SITE)
	The successful bidder shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification of the equipment/ materials received at site. The successful bidder shall depute their representative within 7 days from receipt of such intimation failing which BHEL shall proceed with the inspection and verification of equipment/materials and BHEL's decision in this regard shall be final and binding to The successful bidder.
14.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTION

	Not applicable
15.0	INSURANCE
15.1	BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities. The details of the underwriter shall be intimated to the successful bidder before commencement of dispatch of the materials from the registered place of the bidder.
15.2	Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time.
15.3	The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim The successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from The successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of The successful bidder. In case of theft of material under Successful bidder's custody, the same shall be reported to police by The successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve The successful bidder of their contractual obligation for the materials in his custody.
15.7	In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of The successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from The successful bidder.
15.8	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of The successful bidder, the entire cost of repair/replacement will be recovered from The successful bidder.
15.9	It will be responsibility of The successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to The successful bidder as and when available.
15.10	Other conditions of Insurance shall be as per relevant clause of GCC.
16.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC) AND MATERIAL RECEIPT CERTIFICATE (MRC)
16.1	MDCC shall be issued by BHEL/ owner or their authorized representative prior to dispatch. In case the tests are not witnessed by BHEL/ owner's representative, the test certificates shall be submitted to owner through BHEL and MDCC will be issued thereafter. If inspection is to be done in India, then BHEL/TPI/OE's/BIFPCL shall do inspection as per approve MQP. If inspection is to be done in outside of India, then inspection (as per approved MQP) shall be done by BIFPCL/OE's approved TPIA and BIFPCL/OE's may witness as per their discretion. In this case the cost of inspection shall be borne by the bidder.
16.2	Copy of MDCC and other dispatch document shall accompany with every dispatch, failing which the consignment shall not be allowed to enter the project premises.
16.3	MRC shall be issued by BHEL/ owner or their authorized representative after the material is received at site in good condition.
17.0	REPORTING, CLEARING & SHIPPING DOCUMENTS
	The Successful bidder shall provide all official forms and documentary information as shall be necessary to fulfill the requirement of Bangladesh customs and the

TENDER NO – PSER: PUR: PMX: 374(Y): 105(ENQ: 19: PP: 0015: PUR: 139)		Date 24/02/2020
VOLUME-IC, R-1	SPECIAL CONDITIONS OF CONTRACT	PAGE 12 OF 26

	employer/BHEL. Following are the list of tentative documents as may be required during execution of the job:
17.1	Reporting Documents 1) Shipping Specification – 2 copies (if applicable) 2) Information regarding dimensions, Gr, Wt / Nt. Wt. in specific format as per annexure attached. 3) Packing lists (one copy should be submitted along with the consignment, 2 copies in a special packet) 4) Transit insurance Intimation to the underwriter 5) Invoice in Original & duplicate in 3 (three) originals. 6) Full set of Truck Receipt/ Railway Receipt/Shipping Document (by Barge) in India in 1 (one) original and 3(three) copies marked freight prepaid. 7) Warranty Certificate in 1 (one) original as per contract. 8) Certificate of Origin Issued by the Manufacturer of the materials shipped in 1 (one) original mentioning merchandise to be of anywhere except Israel. 9) Material Despatch Clearance Certificate issued by the purchaser for goods supplied issued prior to the shipment date of goods as applicable.
17.2	Clearing Documents The Successful bidder shall forward to the Employer/BHEL through their bankers not later than seven (7) days from the date of sailing for the purpose of clearing the cargo at the point of destination the following documents required: a) Negotiable copy of bill of lading – 1 copy b) Invoice with item wise prices – 3 copies c) Shipping Specification – 3 copies d) Copy of Charter Party Approved by Employer/BHEL
17.3	Shipping Documents
17.3.1	Simultaneously with the dispatch of the negotiable documents as listed in above the Successful bidder shall also send by air mail eleven (11) sets of non-negotiable shipping documents to the employer/BHEL. The invoices and shipping specification shall bear the insurance cover note number. Each set will comprise the following documents: a) The name of the vessel b) Port of destination c) Description of the cargo (grouped) d) Number of cases and/or weight of cargo e) Number of cases weighing above 20 tons and their individual weights f) Number of bills of lading g) Expected date of arrival at the port of destination
17.3.2	The Successful bidder shall so arrange that the master of the vessel will inform the employer/BHEL by cable of the date and time of arrival of the vessel at the port of destination seventy two (72) hours in advance.
18.0	CONSIGNEE AND OTHER DETAILS
18.1	Consignee for material shall be as mentioned below. Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh
18.2.0.	Notify Party shall be as mentioned below.
18.2.1	BHEL It shall be intimated later.
18.2.2	BIFPCL (OWNER) DGM (C&M) Bangladesh-India Friendship Power Company (Pvt.) Limited,

TENDER NO – PSER: PUR: PMX: 374(Y): 105(ENQ: 19: PP: 0015: PUR: 139)		Date 24/02/2020
VOLUME-IC, R-1	SPECIAL CONDITIONS OF CONTRACT	PAGE 13 OF 26

	Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh Contact No.: +8801678582730 E-Mail ID: epcmainplant@bifpcl.com
18.2.3	The Successful bidder shall notify owner / BHEL at the abovementioned mail IDs before dispatch of any consignment. All correspondence with regard to dispatch of the material shall be done with the “Notify Party”.
18.3	Delivery Address for material shall be as mentioned below. Site In-charge, Bangladesh-India Friendship Power Company (Pvt.) Limited, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9333, Bangladesh Contact No.: +8801678582723
18.4.1	PAYING AUTHORITY
	All issues related to invoicing, payment shall be addressed to following Head (Finance) Bharat Heavy Electricals Ltd. Power Sector Eastern region, BHEL Bhawan, Plot No. DJ – 9/1, Sec-II, Karunamoyee, Salt Lake, Kolkata, West Bengal-700091, India. Any change of above shall be intimated to the successful bidder accordingly.
19.0	DISPATCH
19.1	All materials/ plants/ equipment shall be transported through roadways/waterways including ODC consignment. Dispatch shall only be made after inspection and issue of MDCC by BHEL/ owner. Advance information by fax/ courier of dispatch details shall be sent to Construction Manager, BHEL.
19.2	No consignment shall be dispatched on SELF basis. Material shall be dispatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to Site store shall be in the scope of successful bidder.
19.3	Each package should carry the packing slip/ details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.
19.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over by the owner the goods shall remain with the custody of the Successful bidder.
20.00	PACKAGING
20.01	Provided however, shippers container used for transportation of material shall be returned to the Successful bidder.
20.02	Each package or shipping unit shall be clearly marked or stenciled on at least two sides as follows: BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (Pvt.) LIMITED 2X660 MW MAITREE SUPER THERMAL POWER PROJECT BANGLADESH (Name of the Successful bidder) In addition, each package or shipping unit shall have the symbol painted in red on at least two sides of the package, covering one fourth of the area of the side.

TENDER NO – PSER: PUR: PMX: 374(Y): 105(ENQ: 19: PP: 0015: PUR: 139)		Date 24/02/2020
VOLUME-IC, R-1	SPECIAL CONDITIONS OF CONTRACT	PAGE 14 OF 26

20.02	Each case shall contain a packing list showing the detailed contents of the package. When any technical documents are supplied together with the shipment of materials no single package shall contain more than one set of such documents. Shipping papers shall clearly indicate in which packages the technical documents are contained.
20.03	The case number shall be written in the form of a fraction, the numerator of which is the serial number of the case and the denominator the total number of case in which a complete unit of equipment is packed.
20.04	Wherever necessary besides usual inscriptions the cases shall bear special indication such as "Top", "Do not turn over", "Care", "Keep dry", etc., as well as indication of the centre of gravity (with red vertical lines) and places for attaching slings (with chain marks).
20.12	Cases which cannot be marked as above shall have metal tags with the necessary markings on them. The metal tags shall be securely attached to the packages with strong steel binding wire.
20.04	Each piece, skid, case or package shipped separately shall be labelled or tagged properly.
20.05	The Successful bidder shall be solely responsible for packing and marking of cargo with respect to handling, transport. Successful bidder shall be fully liable for proper, sufficient and adequate packing, completeness of contents, protection of contents for a storage time of at least twelve months, and correct preparation of the packing list. All damage and costs whatsoever resulting from inadequate or insufficient packing shall be fully charged to the Successful bidder.
20.06	Packing and conservation of goods shall be sufficient to protect them from damage during transit from point of manufacturer up to unloading and storage at site under conditions which may involve multiple handling, extended storage, exposure to moisture and the possibility of pilferage.
20.07	Materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions. The packing shall be strong and sufficient enough to ensure safe preservation of the materials up to the final point of destination.
20.08	SPECIAL PACKING INSTRUCTIONS PRIOR TO DISPATCH
20.08.1	Each package should have the following inscriptions legibly and clearly: Destination: MSTPP/ Bangladesh Package number: BHEL/MTR/BD/PSE/YYY/ZZZZZ Where: YYY stands for vendor name/code and ZZZZZ stands for package sl. no. (to be intimated by BHEL before dispatch) Handling marks and the following Delivery marking: Gross and Net weight: Dimension: Lifting Places: CONTRACT NO.: BIFPCL/EPC/-MAIN PLANT/2016/01 PURCHASER: BIFPCL, Bangladesh
20.08.2	Packing commensurate with international standards and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency.
20.08.3	The packing list has to be checked and certified by the Inspection agency/agencies with due signatures.
20.08.4	Routing of Packing Lists: Packing list is an extremely important document, which forms a part of export documentation in connection with the processing of custom formalities.

20.08.5	Excise Attestation at Works: To avoid opening of big cases, if applicable, for examination by customs at port of shipment, the supplying unit may arrange to get the packing cases sealed by local excise authorities/ self-certification and the relevant invoices and packing lists to be endorsed from Superintendent, Central Excise. Successful bidder to provide "specification of packing with the indication of the number of cargo packages, type of packing and weight of packing in English" along with the packing list.
20.08.06	Marking on the consignment For each invoice, item wise Mark No. has to be allotted as per guidelines mentioned above. This mark no. shall be put on all the packages of that particular item. However, there can be multiple items in one invoice. For example, if one invoice contains 4 items and each item contains 250, 100, 125 & 75 no. of packages, then for 1st item, Mark number for all packages shall be: BHEL/MTR/BD/PSE/YYY/00001 and for 2nd item, Mark number for all packages shall be: BHEL/MTR/BD/PSER/YYY/00002 and so on.
20.08.07	Marking for safe handling
20.08.07.1	To ensure safe handling, packing case shall be marked to show the following: Upright position, Sling position and Centre of Gravity position, Storage category. Fragile components (to be marked properly with a clear warning for safe handling).
21.0	CUSTOM CLEARANCE
21.1	The successful bidder shall be responsible for Bangladesh customs clearance of all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Successful bidder's personnel.
21.2	All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Successful bidder. Further, if the Successful bidder is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Successful bidder.
21.3	Tools and equipment and other equipment of the Successful bidder for use during construction but which are to remain the property of the Successful bidder and which are to be exported by the successful bidder from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Successful bidder shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Successful bidder shall also be responsible for inland transport by barge/ truck/train to the Site.
22.0	LAWS AND REGULATIONS
22.1	The Successful bidder agrees and acknowledges that:
22.1.1	He and their respective employees, servants, consultants and agents abide by all Applicable Law, (i) relating to the performance of the Work; (ii) by all rules and regulations of those Governmental Authorities who have control or jurisdiction over the Site or the countries where the Successful bidder may reside or perform work, directly or indirectly under this Contract (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and; (iii) with the terms and conditions of any Authorizations.
22.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of any Authorizations, business practices and plant rules and regulations which must be complied with when performing the Work.

TENDER NO – PSER:PUR:PMX:374(Y):105(ENQ:19:PP:0015:PUR:139)		Date 24/02/2020
VOLUME-IC, R-1	SPECIAL CONDITIONS OF CONTRACT	PAGE 16 OF 26

22.1.3	Successful bidder shall furnish to Employer and Engineer, promptly upon request, such information concerning Successful bidder, their respective employees, consultants, servants and agents as the Employer or Engineer may be required to furnish to any applicable Governmental Authority.
22.2	Without prejudice to the generality of the foregoing:
22.2.1	The Successful bidder shall observe, comply with and respect Bangladesh laws, rules and regulations and shall not interfere with Bangladesh political or religious affairs either directly or indirectly.
22.2.2	The Successful bidder shall comply with such other rules and regulations as Employer and the Engineer may establish from time to time with respect to the construction work and personnel employed by the Successful bidders provided such rules and regulations shall not modify any of the Contract.
22.2.3	The Successful bidder shall, in all dealings with its labour, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.
22.2.4	The Successful bidder shall not give or barter or otherwise dispose of, to any person or persons, any arms or ammunition of any kind, or permit the same as aforesaid.
22.2.5	In the event of any outbreak of illness of an epidemic nature the Successful bidder shall comply with and carry out such regulations, orders and requirements as may be made by the Government of the People's Republic of Bangladesh or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
23.0	COMPLIANCE WITH APPLICABLE LAWS
23.1	Compliance
23.1.1	Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
23.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, consents, business practices and plant rules and regulations which must be complied with when performing the Work.
23.1.3	Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.
23.2	Related Compliance Obligations
23.2.1	The Successful bidder shall Take all reasonable care that the Work is performed with the minimum possible impact on the environment and local community in respect of land and occupants affected by or adjacent to the Work.
23.2.2	The Successful bidder shall have responsibility prior to Provisional Acceptance Certificate for administration and co-ordination with the Governmental Authorities, as necessary, of any testing or the taking of any other action necessary to demonstrate the Work's compliance with all Applicable Laws, as well as the Authorizations, Consents, as maybe required for or issued in connection with the development, construction, erection and operation of the Works.
23.2.3	The Successful bidder shall provide BHEL / Employer with a copy of all communications with any such authorities and at least five (5) days prior written notice to BHEL / Employer in respect of any meeting with any such authorities (with Successful bidder responsible for obtaining all necessary permissions for the attendance of a representative of BHEL / Employer at any such meeting).
23.2.4	The Successful bidder shall carry out its obligations under this Contract so as not to cause or contribute to any breach by, or violation of, Employer of any Applicable

	Law, consent or Authorization.
23.3	Permits and Licenses
23.3.1	Successful bidder shall obtain and maintain all consents, permits and licenses (“Consent”) which are required by Applicable Law for the performance of the Work and to allow Successful bidder to perform and complete the Work in accordance with the Contract Schedule (irrespective of whether the same are required to be procured in the name of Successful bidder or Employer), other than the Authorizations.
23.3.2	Specifically, where an Consent by its very nature can only be procured by the Employer (BIFPCL), the Employer shall at the Successful bidder's request, execute such documents and complete such formalities as are necessary for presentment of the application or other Consent related documents to the relevant Governmental Authority or other person. However, the foregoing shall in no circumstances be construed as (i) relieving the Successful bidder from his obligations under Clause 23.3.1 for which he shall remain primarily and fully responsible, or (ii) as imposing any responsibility on the Employer in respect of procurement of consents/ licenses/ approvals/ permits other than the Authorizations.
23.3.3	If requested by Successful bidder, BHEL / Employer shall provide reasonable assistance to Successful bidder in obtaining and maintaining such Consents. Successful bidder shall not be entitled to any adjustment to the Contract Schedule or the Contract Price or any other terms of this Contract relating to any delay or failure to obtain or maintain any such Consents. Employer /BHEL will provide reasonable assistance to the Successful bidder for obtaining any required authorization and export licenses for exporting tolls, equipment, test equipment, and other Successful bidder's Equipment, all of which are and remain the property of the Successful bidder, from Bangladesh at the conclusion of the Work.
23.4	SUCCESSFUL BIDDER'S RESPONSIBILITY TO GET ACQUAINTED WITH BANGLADESH LAWS, IMPORT POLICY, ETC. The Successful bidder shall get himself acquainted with the relevant Bangladesh Laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned items, if any, during the execution of the Contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the Successful bidder. Similarly the Successful bidder shall be responsible for any non-conformance of Bangladesh Laws either by its own employees during execution of the Contract.
24.0	APPROVED MANUFACTURER/ SUB-VENDOR
	For other bought out items, Successful bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II/ approved sub-vendor.
25.0	CONTRACT RATE/ PRICE
25.1	Successful bidder shall quote their price in USD as per the format of Volume-III, price schedule (Latest revision) only.
25.3	TENDER EVALUATION
25.3.1	In case of overseas bidders (other than Bangladesh), payment shall be made through LC as per Clause No. 32.2. However, for the purpose of evaluating the lowest bidder, @ 1.5% on the offered value shall be loaded to the price of the respective overseas bidders.
25.3.2	LC RELATED BANK CHARGES
	All LC related Bank Charges (as per latest LC obtained by BHEL shall be) loaded to the price of the respective overseas bidders.
26.0	BANK DETAILS

	Deleted
27.0	EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)
27.1	EARNEST MONEY DEPOSIT (EMD)
	Not applicable.
27.2	SECURITY DEPOSIT(SD)
	Not applicable.
27.3	PERFORMANCE BOND
27.3.1	Not applicable.
28.0	TAXES, DUTIES ETC
28.1	Indian GST: (For Indian Suppliers)
28.1.1	All taxes excluding GST along with Cess (as applicable) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful supplier and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful supplier contractor. Supplier's quoted/ accepted rates/ price shall be inclusive of all such requirements.
28.1.2	GST along with Cess (as applicable) legally leviable & payable by successful supplier as per GST Law shall be paid by BHEL, extra. Hence, supplier shall not include GST along with Cess (as applicable) in their quoted rates/ price. Supplier, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40/2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification issued by any State / Union Territory GST_Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to the supplier before, during or after export of goods from India. The supplier shall also issue suitable instruction to their C&F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time. Concessional rate of GST shall be charged on Basic price, Packing and Forwarding Charges and Transportation Charges up Maitree site.
28.1.3	GST along with Cess (as applicable) legally leviable & payable by successful supplier as per GST Law shall be paid by BHEL, extra. Hence, supplier shall not include GST along with Cess (as applicable) in their quoted rates/ price. The transaction involves supply of goods from a nontaxable territory to another non-taxable territory, GST shall not be applicable as being a nontaxable transaction (SL No.7 of Schedule –III of CGST Act,2017 as amended from time to time) The bidder must take into account the above provision of the CGST Act and offer the price accordingly.
28.1.4	The successful supplier shall instruct C&F agent engaged by them to ensure mentioning of GSTN of BHEL in the “Shipping Bill” to be filed by them. Bharat Heavy Electricals Ltd is registered with “Engineering Export Promotion Council of India (EEPC India). The copy of valid Registration Cum Membership Certificate shall be provided to the successful supplier. The successful supplier shall obtain Certificate of Origin (4 Copies [Two Original plus 2 Copy]) from the regional office of EEPC, India. The cost of obtaining the Certificate of Origin (2 Copies) shall on the successful supplier's account.
28.1.5	The C&F Agent engaged by the successful supplier shall be suitably instructed by the supplier to send a copy of the “ Shipping Bill (which shall contain the GSTN of BHEL

	and Invoice No. of BHEL) and Export General Manifest(EGM)
28.1.6	Successful supplier shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful supplier on BHEL for this project/ work.
28.1.7	Since GST on output will be paid by BHEL separately as enumerated above, supplier's quoted rates/ price should be after considering the Input Credit under GST law at supplier's end.
28.1.8	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished.
28.1.9	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills).
28.1.10	Supplier shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill to' details shall encompass following. BHEL GSTN - 19AAACB4146P1ZC Name - Bharat Heavy Electricals Limited Address - Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City , Kolkata -700 091
28.1.11	Successful supplier to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address- Shall be intimated later and Email address – Shall be intimated later. Specific details of above shall be intimated to successful supplier by BHEL at appropriate juncture.
28.1.12	In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful supplier, in case such delay is not attributable to BHEL.
28.1.13	In case of raising any Supplementary Tax Invoice (Debit/ Credit Note), successful supplier shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
28.1.14	Successful supplier shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful supplier shall also ensure prompt delivery of goods after dispatch.
28.1.15	Supplier shall note that in case GST credit is delayed/ denied to BHEL due to delayed/ non receipt of goods and/ or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful supplier along with interest levied/ leviable on BHEL, as the case may be.
28.1.16	Successful supplier shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Supplier shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful supplier along with

	interest levied/ leviable on BHEL.
28.1.17	Way Bill: Successful supplier to arrange for waybill/ e-waybill for any transfer of goods for the execution of the contract. Successful supplier has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ successful supplier, if required, shall arrange Way Bill, and BHEL will not supply any Road Permit/ Way Bill for this purpose.
28.1.18	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
28.1.19	Benefits and/ or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
28.1.20	The supplier shall raise GST Compliant consolidated invoice covering all the charges including Design & Drawing, Manufacturing / Fabrication, Transportation up to Site, Customs Clearance both in Indian and in Bangladesh, Erection & Commissioning etc. The currency of this Invoice shall be Indian Rupees (INR). The charges on account of customs Clearance Ocean Freight and / or any other charges shall include all taxes(Global Tax: Income Tax on C & F Commission, VAT on C & F Commission, Document processing fees, Fines and Penalties , if any) , duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.
28.1.21	The name of BHEL must appear in the all the export documents including Shipping Bills, Packing List, Certificate of Origin, Export Declaration Form (EDF) to be filed with Indian Customs authority as the "Exporter" and name of the Supplier may appear as the "Manufacturer Exporter". IEC No. of BHEL (0588138690) and BIN No. of BHEL (AAACB4146PFT001) must be used in all export related documents in India.
28.1.22	BHEL intends to claim rewards under ‘ Merchandise Exports from India Scheme (MEIS) ’ also intends to claim Duty Drawback under the Customs Act, 1962. The supplier should instruct their C&F agent to ensure availability of these benefits to BHEL.
28.1.23	However, if any of the taxes as mentioned above are paid by the supplier as per the extant law in force in Bangladesh, the same shall be reimbursed at actuals subject to production of documentary evidence in support of such payment. However, the supplier shall obtain prior approval of BHEL before deposition of such taxes.
28.1.24	Supplier shall note that the Commercial Invoice must contain the ‘Bill to’; ‘Ship to’; ‘Consignee’; details as below: <u>Consignee:</u> To the Order of, To The Order of Janata Bank Limited Commercial Area, Dhaka -1000, Bangladesh, BIN :000000027 <u>Ship to:</u> Bangladesh-India Friendship Power Company (Pvt.) Limited (A Joint Venture Company of Bangladesh Power Development Board (BPDB) & NTPC Ltd.), Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue Eskaton Garden, Dhaka-1217, Bangladesh TIN:679263372309, BIN:000305686-0802

	Bill to: Bharat Heavy Electricals Limited Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091
28.2.0	BANGLADESH VAT (Applicable For Supplier From Bangladesh)
28.2.1	The Supplier shall submit copy of VAT registration Certificate (Musak-8), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
28.2.2	The supplier shall raise Tax Invoice (Challan Patra) as per Rule 16(1) (Musak-11) of the Value Added Tax Rules, 1991 mentioning Name, Address and VAT Registration Number of BHEL site office. Supplier shall note that the Tax Invoice complying with Rule 16(1) of the Value Added Tax Rules, 1991 must contain the 'Bill to' and 'Ship to' details as below: BHEL VAT Regn. No. 000761853-0208 NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh
28.2.3	The supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
28.2.4	Suppliers shall quote price excluding Bangladesh VAT. VAT is separately payable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
28.2.5	Value Added Tax Deduction at Source:
	BHEL shall make deduction of VAT at source (VDS), as / if applicable, from the Running Account Bills of the supplier depending upon the status of the supplier like "Manufacturer", "Trader" or "Procurement Provider" as per the extant provision of the Value Added Tax Act, 1991 read with the relevant Notification issued thereunder. BHEL shall issue VAT Deduction Certificate in "Musak-12kha" to enable the service provider to take credit of the same while paying his Output VAT. Since VAT is separately payable by BHEL as mentioned in clause 28.2.3 & 28.2.4 and since VDS is adjustable by supplier against his output tax, hence Supplier shall quote price excluding Bangladesh VAT.
28.2.6	Bidder to take into consideration the provision of Duty Drawback / Export Incentive in Bangladesh, as applicable. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such incentives and adjust their offer price accordingly to make it more competitive. The bidder shall indicate the amount of export incentive (per Metric Ton of the materials) considered in the offer price in the price bid format duly supported by statutory documents. However, in case of any change both upward and downward in the export incentive

	amount in comparison to the amount considered above and quoted in the price bid format, the differential amount shall either be recovered or paid (as the case may be) from the offer price at the time of payment against the supply invoices .The bidder shall provide the adequate statutory documents in support of such changes for further consideration by BHEL .
28.2.7.0	INCOME TAX DEDUCTION AT SOURCE:
28.2.7.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh
28.2.7.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable.
28.3	Import in Bangladesh: (Applicable for Indian Supplier and other Foreign Suppliers)
28.3.1	Supplier may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import shall be exempted from payment of Import Duty comprising of Supplementary Duty(SD), Value Added Tax(VAT), Customs Duty(CD), Advanced Income Tax(AIT,) Advanced Tax(AT), Advance Trade VAT(ATV) as per S.R.O-73 dtd. 19-03-1997. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on supplier's documents as above.
28.3.6	Supplier shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below: <u>Consignee:</u> To the Order of, To The Order of Janata Bank Limited Commercial Area, Dhaka -1000, Bangladesh, BIN :000000027 <u>Ship to:</u> Bangladesh-India Friendship Power Company (Pvt.) Limited (A Joint Venture Company of Bangladesh Power Development Board (BPDB) & NTPC Ltd.), Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue Eskaton Garden, Dhaka-1217, Bangladesh TIN:679263372309, BIN:000305686-0802 <u>Bill to:</u> Bharat Heavy Electricals Limited Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091
28.3.7	In case of third country (i.e. any country other than India and Bangladesh) import, the supplier shall get the Bill of Lading / Air Way Bill issued in the name of "Bharat Heavy

	Electricals Limited, Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II, Salt Lake City, Kolkata -700 091”, which will be endorsed further (before arrival of the goods in Bangladesh) in favour of “ Janata Bank Limited, Commercial Area, Dhaka - 1000, Bangladesh ”. The exporter from third country shall get the “Country of Origin” issued from the recognized authority in the country of export. The exporter from third country shall prepare Packing list in the prescribed format which will be intimated later.
28.3.8	The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. The supplier may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).
28.3.9	The Supplier shall promptly unload the materials, supplies, equipment, tools and other articles.
28.3.10	The supplier shall be responsible for import of all permanent imported items including freight forwarding, custom clearance on both side at India & Bangladesh, port handling, port charges and C&F commission & their offer Price should consider Demurrage, Landing fee and Additional Border Charges, and various other charges / fees imposed by the Customs Authority, Port Authority or any other authority. No extra payment shall be paid by BHEL in this regard. The price shall be DDP(Delivery Duty Paid) Site as such and shall be inclusive of all such requirement.
28.3.11	Any Taxes for exporting material from source country & as applicable in the source country shall be on supplier's account. However, supplier to take into consideration Duty Free Export Provisions in source country, as applicable, including that in GST in case of exports from India. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such taxes and adjust their offer price accordingly to make it more competitive. In case of supply from India Supplier to take into consideration applicable, Zero Rated Export Provisions under GST Law.

29.0	COMPLETION PERIOD
29.1	The successful bidder shall supply materials in such a manner that entire supply gets completed within 9(Nine) months from the date of LOI.
i	Drawing & Design completion within 2 (Two) month from date of LOI
ii	5000 SQM sheet within 4 (Four) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
iii	5000 SQM sheet within 5(Five) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
iv	5000 SQM sheet within 6 (Six) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
v	5000 SQM sheet within 7 (Seven) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
vi	5000 SQM sheet within 8 (Eight) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
vii	Balance within 9 (Nine) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
30.0	DELIVERY/ SUPPLY SCHEDULE
30.1	Upon receipt of order/ LOI from BHEL, successful bidder shall interact with BHEL for kick-off meeting to discuss & firm up schedule of design/ engineering, manufacturing/ procurement, supply/ delivery of various items so as to complete the entire job within the stipulated completion period, matching with project schedule.
31.0	EXTENSION OF TIME FOR COMPLETION
31.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, The successful bidder shall request for an extension of

	the contract and BHEL at its discretion may extend the contract.
31.2	Based on the reviews jointly signed, the scope balance at the end of original contract period less the backlog attributable to The successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', The successful bidder is bound to complete the portion of backlog attributable to The successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
31.3	However if any 'Time extension' is granted to The successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to The successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to The successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of Successful bidder.
31.4	A joint program shall be drawn for the balance amount of work to be completed during the period of 'Time Extension'. Review of the program and record of shortfall shall be done.
31.5	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to The successful bidder.
32.0	TERMS OF PAYMENT Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
32.1	India, Bangladesh Bidder
	(a) 75% direct payment against dispatch of materials within 60 days from the date of dispatch (b) 20 % direct payment within 60 days shall be released against receipt of material at site. (c) Balance 5% shall be paid after completion of Guarantee/warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period. (d) No advance shall be paid. (e) Paying Authority: AGM Finance, BHEL-PSER Kolkata. (f) For Indian Bidder, payment shall be made, in India, from Kolkata/HQ in the equivalent amount of USD converted to INR with SBI TT Selling rate as on the date of opening of technical bid. For Bangladesh Bidders, payment shall be made in USD in Bangladesh. If supplier insists for LC, only 60 days Usance LC with revolving amount of 0.2 Million USD will be opened with a validity of 09 months. Further loading @ 1.5% on the offered value will be considered.
32.2	Overseas Bidder (other than Indian and Bangladesh Bidder)

	(a) 75% direct payment against dispatch of materials within 60 days from the date of dispatch (b) 20 % direct payment within 60 days shall be released against receipt of material at site. (c) Balance 5% shall be paid after completion of Guarantee/warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period. (d) No advance shall be paid. (e) Paying Authority: AGM Finance, BHEL-PSER Kolkata. If supplier insists for LC, only 60 days Usance LC with revolving amount of 0.2 Million USD will be opened with a validity of 09 months. Further loading @ 1.5% on the offered value will be considered.
32.3	Along with every RA bill, The successful bidder shall submit item-wise plan (w.r.t. L2 Schedule) vs actual status of supply, as applicable.
32.4	Deleted
32.5	Subject to any deduction which BHEL may be authorized to make under the contract, The successful bidder shall on the certification of BHEL engineer at site, be entitled to payment as per billing schedule.
32.6	However no extra payment shall be made in the event of deferment in payment.
32.7	All admissible recovery/ adjustment, etc. shall be made from interim payment.
32.8	Following documents to submit with bill for payment – (a) TAX Invoice , (b) MDCC , (c) Country of Origin Certificate (if applicable), (d) Proof of Material received by BHEL , (e) Reference of BHEL Insurance policy / Intimation to Insurer for delivery of material.
33.0	BILLING BREAK-UP
	Applicable, If required.
34.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
	Not applicable for this tender.
35.0	ESCALATION (PVC)
	Not applicable for this tender.
36.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
	Not applicable for this tender.
37.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
37.1	If The successful bidder fails to complete entire scope of work within completion period, for reasons attributable to them, BHEL shall have the right to recover, as liquidated damages (LD), a sum equivalent to 0.5% of contract price for delay of each week or part thereof for balance executable supply.
37.2	The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price (Supply part), including taxes, duties, etc.
37.3	BHEL shall deduct aforesaid amounts from any money due or which may become due to The successful bidder and/ or recover from the bank guarantees/ security deposit of The successful bidder. To be entitled to impose such compensation/ penalty/ recovery, BHEL will not be required to prove that they have incurred such amount as actual damage.
37.4	BHEL reserve the right to complete the job through other resource on account of and at the risk & cost of Successful bidder without notice to Successful bidder of the work not so executed, without cancelling the order/ contract in respect of the work not yet due for completion.
37.5	BHEL reserve the right to cancel the order/ contract or a portion thereof for the work not so completed at the risk & cost of The successful bidder and The successful

	bidder shall be liable to BHEL for any excess costs thereof.
37.6	The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.
37.7	Where action is taken as per above, The successful bidder shall be liable for any loss, which BHEL may sustain on that account. The successful bidder shall not be entitled to any gain on such action and the manner & the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on the part of BHEL to serve a notice of such completion, through other resource, on successful bidder.
37.8	Liquidated damages (LD) shall be applicable for each contract as per the corresponding completion periods as well as contract prices, indicated elsewhere in the tender.
37.9	All other terms & conditions of GCC shall be applicable.
38.0	GUARANTEE / WARRANTY
38.1	The contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible.
38.2	Guarantee / warranty period shall be 12 Months as per relevant clause of GCC. Commencement of guarantee period shall be from the supply of last consignment.
39.0	BANK CHARGE
	No interest, whatsoever, shall be payable by purchaser on the security deposit, any bank guarantee submitted or any amount due to the seller/ Successful bidder.
40.0	OTHER TERMS
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC & other volumes of this tender, as applicable.