



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

Ref: PSER:SCT:KLN-M2150:9160

Date: 11-05-2022

**NOTICE INVITING TENDER**

To,  
**M/s CHEMICAL PROCESS PIPING PRIVATE LIMITED**

Dear Sir,

Sealed offer in two part bid system is invited for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
(i)	TENDER NO.	PSER:SCT:KLN-M2150:22
(ii)	BRIEF SCOPE OF JOB	Issue of tender for Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.
(iii)	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	General conditions of contract (Supply) - Applicable
b	Volume-IB	General conditions of contract (Service) – Not applicable
c	Volume-IC & ID	Special conditions of contract (Supply & Service- Common) – Not applicable
d	Volume-IC	Special conditions of contract (Supply) - Applicable
e	Volume-ID	Special conditions of contract (Service) – Not applicable
f	Volume-IE	Annexures, Formats, etc. - Applicable
g	Volume-II	Scope of work, technical specification, drawing etc – Not applicable
h	Volume-III	Price Schedule (Absolute value) – Rev-00 - Applicable
(iv)	ISSUE OF TENDER DOCUMENTS	<p>1. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a> &amp; CPP Portal)</p> <p>2. E-Procurement Site <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></p> <p>Tender documents can be downloaded from above website till due date of submission.</p> <p><b>Start date of the tender: 11-05-2022</b></p>
(v)	DUE DATE & TIME OF OFFER SUBMISSION	<p><b>Date: 16-05-2022, Time: 12-00 Hrs. IST</b></p> <p>The bidder should respond by submitting their offer online in our e-Procurement platform at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>. Offer is invited in two-parts only.</p> <p><b>Bids through email/fax shall not be accepted.</b></p>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

(vi)	OPENING OF TENDER	<b>Date: 16-05-2022</b> <b>1 hours after the latest due date and time of Offer submission</b>
(vii)	EMD AMOUNT	NA
(viii)	COST OF TENDER	NA
(ix)	LAST DATE FOR SEEKING CLARIFICATION	<b>Date: 12-05-2022 (16-00 hrs)</b> Along with soft version also, addressing to undersigned & to others as per contact address given below
(x)	SCHEDULE OF Pre Bid Discussion (PBD)	Not applicable
(xi)	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<b>IEM DETAILS: Applicable</b> Refer Clause No 31.0 below.
(xii)	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> ) ; <a href="#">CPP portal</a> & <a href="#">E-Procurement Site https://eprocurebhel.co.in</a> only. Bidder to keep themselves updated with all such information.
(xiii)	Evaluation currency	<b>USD</b>

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidder to note specifically that all pages of tender document, including these NIT pages for this particular tender together with subsequent correspondences, if any, shall be submitted by them, duly signed & stamped (digitally signed & stamped in case of e mode of bidding) on each page, as part of their offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 VOID.

4.0 VOID.

5.0 **Procedure for Submission of Tender:** The Tenderer must submit their Tender as detailed below:

**FOR HARD COPY SUBMISSION OF OFFER – NOT APPLICABLE**

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)  
One set of tender documents shall be retained by the bidder for their reference

The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **FOR HARD COPY SUBMISSION (All pages to be signed and stamped)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I superscribed as :</u></b>	

<p style="text-align: center;">पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000</p>	
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	PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.  b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria, as applicable.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I C: Special Conditions of Contract (SCC)-Supply	
ix.	Volume – I A: General Conditions of Contract (GCC)-Supply	
x.	Volume – I E : Annexures, Formats, etc.	
xi.	Volume – III- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.	
xii.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I B</b>	<b>Not Applicable for this tender.</b>
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD &/or COST OF TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	

	<b>CONTAINING THE FOLLOWING:-</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-III</b> superscribed as: PART-II- (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	<b>OUTER COVER</b>	
	<b>ENVELOPE-IV</b> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:</b>	
i	<ul style="list-style-type: none"> <li>o Envelopes I</li> <li>o Envelopes II</li> <li>o Envelopes III</li> </ul>	

**FOR SUBMISSION OF OFFER THROUGH E-PROCUREMENT SITE (<https://eprocurebhel.co.in>)**

#### **DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING**

Sl no	Description	Remarks
<b>PART-I A</b>	<b>(TECHNO COMMERCIAL BID)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer. <b>(To be attached in relevant Attachment section)</b>	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>(To be attached in relevant Attachment section)</b>  <b>Note:</b> a. In case of any deviation, the same should be submitted	

<p style="text-align: center;">पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000</p>	
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	<p>separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be <b>attached in relevant attachment section of the e –procurement portal</b>. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria, as applicable.</p> <p>It shall be specifically noted that all documents as per above <b>shall be attached in relevant attachment section</b> and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	<p>All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.</p> <p><b>(To be attached in relevant Attachment section)</b></p>	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable
vi.	<p>Duly filled-in annexures, formats etc as required under this Tender Specification/NIT</p> <p><b>(To be attached in relevant Attachment section)</b></p>	
vii.	<p>Notice inviting Tender (NIT)</p> <p><b>(To be attached in relevant Attachment section)</b></p>	
viii.	<p>Volume – I C: Special Conditions of Contract (SCC)-Supply</p> <p><b>(To be attached in relevant Attachment section)</b></p>	
ix.	<p>Volume – I A: General Conditions of Contract (GCC)-Supply</p> <p><b>(To be attached in relevant Attachment section)</b></p>	
x.	<p>Volume – I E: Annexures, Formats, etc.</p> <p><b>(To be attached in relevant Attachment section)</b></p>	
xi.	<p>Volume–III - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.</p> <p><b>(To be attached in Unpriced Bid Attachment section)</b></p>	
xii.	<p>Any other details preferred by bidder with proper indexing.</p> <p><b>(To be attached in relevant Attachment section)</b></p>	

<b>PART-I B</b>	<b>EMD/ COST OF TENDER – (To be submitted offline within due date of offer submission)</b>	<b>Not Applicable for this tender.</b>
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

<b>PART-II</b>	<b>PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) <b>Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.</b>	

**SPECIAL NOTE:**

- A) Your offer & documents submitted along with the offer shall be (digitally signed in case of submission of offer through BHEL's e-procurement site) signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidder shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) **All documents/ annexures submitted with the offer shall be properly annexed** and placed in respective places of the offer as per enclosure list mentioned in the covering letter **(or attached in the respective sections** in case of submission of offer through BHEL's e-procurement site). BHEL shall not be responsible for any missing documents
- 6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions / clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. You are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 7.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
- 8.0 You are free to visit the site and study the prevailing site conditions including law & order situation etc. before quoting for this tender.
- 9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by you in writing for clarification before due date of seeking clarification/ due date of offer submission (whichever is applicable), otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages / other clerical errors in the tender documents, noticed by you must be pointed out before pre-bid meeting/submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

- 12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including their covering letter. Price bid shall be furnished in the specified format enclosed with the tender.
- 13.0 The Price Bid will be opened for the subject job on the basis of evaluation of Techno-Commercial bid. BHEL's decision in this regard shall be final & binding.
- 14.0 While BHEL reserve the right to open the price bid of the offer in camera, the date & time to open the PRICE BID opening shall be intimated to you. in case BHEL decides it to be 'Public opening' and in such a case, the date & time of opening of the PRICE BID shall be intimated to you and in such as case, **price bid (Volume-III) uploaded in E-procurement Site <https://eprocurebhel.co.in> will be opened.**
- 15.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 16.0 Bidder shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.**
- 17.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.  
All overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening
- 18.0 Bidder is required to submit their BEST price as per tender Price Schedule format in the form & manner as mentioned in tender.
- 19.0 Bidder is requested to note that the accepted / agreed tender terms in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 20.0 Validity of the offer shall be **for Six Months** from the due date of offer submission (including extension, if any).
- 21.0 Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price shall be after considering the discount.
- 22.0 In case you are an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 23.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website ([www.bhel.com](http://www.bhel.com)).

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

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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## b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

- 24.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on “**supplier registration page**”.
- 25.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](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.
- 26.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

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

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
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<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000</p>	
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Micro			
Small			

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

- 27.0 Annexure-A-Amendment to GCC shall be read in conjunction with GCC-Volume-IA. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.
- 28.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 29.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.
- 30.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidder along with their techno-commercial offer.
- 31.0 **Integrity Pact (IP) –**

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

Sl	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

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

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name	Ujjwal Howlader/ Papori Boro	Sandipan Biswas
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake,	DJ-9/1, Sector – II, Salt Lake,

<p style="text-align: center;">पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p style="text-align: center;">POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p style="text-align: center;">फैक्स/Fax : (033) 23211960      फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000</p>	
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	Kolkata – 700091	Kolkata – 700091
Phone	033-2339 8229/ 8231	033-2339 8226
Email	ujjwalh@bhel.in/ papori@bhel.in	bsandipan@bhel.in
FAX	033-2321 1960	033-2321 1960

- 32.0 For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidder along with their techno-commercial offer.

### 33.0 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

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

#### Explanation

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

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

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-3.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

- 34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Format attached (Annexure-6-Declaration reg. Related Firms & their areas of Activities).

- 35.0 Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

- 36.0 GeMAR and PTS ID: GEM/GARPTS/27042022/CG5ZX0SK2RY0.  
Note: Successful bidder to be registered on GeM Portal as GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder.

- 37.0 Order of Precedence

In the event of any ambiguity or conflict between the tender documents, the order of precedence shall be in the order below

- b. Amendments/Clarifications/Corrigenda/Errata/Tender Change Notice (TCN) etc issued in respect of the tender documents by BHEL
- c. Notice Inviting Tender (NIT)
- d. Price Schedule-Volume-III
- e. Special Conditions of Contract (SCC) – Volume-IC
- f. General Conditions of Contract (GCC) – Volume-IA

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

for BHARAT HEAVY ELECTRICALS LTD.

Dy. Manager (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8223/8231/ 8000
	FAX no	033-23211960
	E-mail	<a href="mailto:ujjwalh@bhel.in">ujjwalh@bhel.in</a> / <a href="mailto:papori@bhel.in">papori@bhel.in</a> / <a href="mailto:bsandipan@bhel.in">bsandipan@bhel.in</a>

**Enclosures:**

01. Annexure – 2 : Format for No Deviation Certificate.
02. Annexure – 3 : Format for seeking clarification.
03. Annexure – 6 : Declaration reg. Related Firms & their areas of Activities.
04. Annexure-A – Amendment to GCC.
05. Annexure –C- CA certificate Format.
06. Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act.
07. Annexure-E- Statewise GST Registration nos.
08. Annexure-F- Bankruptcy/ Liquidation Undertaking
09. Annexure– CPP-GST/I.
10. F-02 – Vendor details Format.
11. Integrity Pact Agreement Format (Separate)
12. Other Tender document as per this NIT.

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POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

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 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-M2150:22
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-M2150:9160, Date: 11-05-2022.
	3.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000</p>
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**ANNEXURE – 3****FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.
<b>TENDER NO</b>	PSER:SCT:KLN-M2150:22

SI No.	Reference clause of Tender document	Existing provision	Bidder's Query	BHEL's clarification

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फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000



**ANNEXURE-6****DECLARATION**

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

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

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

Dear Sir/ Madam,

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

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

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

Regards,

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

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

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**Annexure –A****Amendment to GCC**

AMENDED/ REVISED/MODIFIED TERMS	
CLAUSE NO	DESCRIPTION
VOLUME-IA-GCC (SUPPLY)	
(I)	New clauses have been introduced under Volume-IA-GCC superseding all pertinent clauses of risk and cost
1.1	<p>Risk and cost may be invoked in any of the following cases:</p> <ul style="list-style-type: none"> <li>i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution.</li> <li>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</li> <li>iv). Termination of Contract on account of any other reason (s) attributable to Contractor.</li> <li>v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>vi). Non-compliance to any contractual condition or any other default attributable to Contractor.</li> </ul> <p><u>Risk &amp; Cost Amount against Balance Work:</u>  Risk &amp; Cost amount against balance work shall be calculated as follows:  Risk &amp; Cost Amount= [(A-B) + (A x H/100)]  Where,  A= Value of Balance scope of Work/ Supply (*) as per rates of new contract  B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work/ supply (in case of termination of contract):  Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &amp; cost amount.  Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.  Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p>

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	<p>Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: In case portion of work is being withdrawn at risk &amp; cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk &amp; Cost amount.</p> <p><u>LD against delay in executed work/ supply in case of Termination of Contract:</u></p> <p>LD against delay in executed work/ supply shall be calculated in line with LD clause no. 12.2.1 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work/ supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii). Let the value of executed work/supply till the time of termination of contract = X</p> <p>iii). Let the Total Executable Value of work/supply for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y</p> <p>iv). Delay in executed work/supply attributable to contractor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></p> <p>v). LD shall be calculated in line with LD clause (clause 12.2.1) of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</p>
1.2	<p><u>Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</u></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <p>a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.</p> <p>In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**Annexure -C****Certificate by Chartered Accountant on letter head**

(applicable upto 31<sup>st</sup> December 2021 in line with MSME notification no. S.O. 2347(E), dated 16<sup>th</sup> June'2021 and S.O. 2119(E), dated 26<sup>th</sup> June'2020)

This is to Certify that M/S ..... ,  
(hereinafter referred to as 'company') having its registered office at .....  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part—II)/ Udyam Registration Certificate No.  
..... dtd: .....  
Category: ..... (Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs ..... Lacs
- For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:  
Rs ..... Lacs
- For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
- For Enterprises** (Udyam registered under Udyam Registration Portal): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

**(Strike off whichever is not applicable)**

The above investment of Rs .....Lacs is within permissible limit of Rs .....Lacs for ..... Micro / Small/ Medium (*Strike off which is not applicable*) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**Annexure –D****Specific Clause w.r.t. BOCW Act & Cess Act**

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL

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- shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
  12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
  13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.



**ANNEXURE-E****Statewise GST Registration nos.**

<b>Sl. No.</b>	<b>State / UT</b>	<b>GST Reg. No.</b>
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**ANNEXURE-F****UNDERTAKING**

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

To,

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

Dear Sir/Madam,

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

**Ref:** NIT/Tender Specification No:

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

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

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

Place:

Date:

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POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**Annexure- CPP-GST/I****Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration Certificate / Ancillary unit/project affected person of this company/ssi/ other}	
Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same	
as your Login ID. All the mail correspondence	
will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**Form-1 (Format for local content)**

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

*(To be submitted in the bidder's letter head)*

-----  
To,

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

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

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

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

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

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

...

...

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

**F-02**

**Vendor Details**

1. **Name & address of the vendor/company:**
2. **PAN No. of the vendor/company (scan copy of PAN Card):**
3. **Contact Person for the vendor/company:**
4. **Mobile number & E-mail of the contact person:**
5. **VAT / TIN:**
5. **CST:**

SIGNATURE OF THE BIDDER WITH DATE & SEAL

**FORM – 3****DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017***(To be submitted in the bidder's letter head)*

To,

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

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**Ref :** 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

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

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

Thanking you,  
Yours faithfully,**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000



**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

### Section 4 - Compensation for Damages

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



**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

**Section 8 -Independent External Monitor(s)**

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

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- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.


#### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

  
 -----  
 For & On behalf of the Principal  
 (Office Seal)  
**SHARAT HEAVY ELECTRICALS LIMITED**  
**DJ - 9/1, SECTOR - II, SALT LAKE,**  
 Place **KOLKATA - 700 091**  
 Date \_\_\_\_\_

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

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

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

<b>TENDER NO</b>	<b>PSER:SCT:KLN-2150:22</b>	
<b>VOLUME</b>	<b>IA</b>	<b>GENERAL CONDITIONS OF CONTRACT (SUPPLY)</b>
	<b>IC</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SUPPLY)</b>
	<b>IE</b>	<b>ANNEXURE, FORMATS, ETC</b>
	<b>III, REV-00</b>	<b>PRICE SCHEDULE (ABSOLUTE VALUE)</b>

<b>JOB</b>	<b>Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.</b>
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**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt Of India Undertaking)**  
**POWER SECTOR – EASTERN REGION**  
**PLOT – DJ 9/1, SECTOR II, SALT LAKE**  
**KOLKATA – 700 091**



<b>TENDER NO</b>	<b>PSER:SCT:KLN-M2150:22</b>	
<b>VOLUME</b>	<b>IA</b>	<b>GENERAL CONDITIONS OF CONTRACT (SUPPLY)</b>

<b>JOB</b>	<b>Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.</b>
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**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt Of India Undertaking)**  
**POWER SECTOR – EASTERN REGION**  
**PLOT – DJ 9/1, SECTOR II, SALT LAKE**  
**KOLKATA – 700 091**

<b>TENDER NO</b>	<b>PSER:SCT:KLN-M2150:22</b>	
<b>VOLUME</b>	<b>IC</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SUPPLY)</b>

<b>JOB</b>	<b>Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.</b>
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**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt Of India Undertaking)**  
**POWER SECTOR – EASTERN REGION**  
**PLOT – DJ 9/1, SECTOR II, SALT LAKE**  
**KOLKATA – 700 091**

<b>TENDER NO</b>	<b>PSER:SCT:KLN-M2150:22</b>	
<b>VOLUME</b>	<b>IE</b>	<b>ANNEXURE, FORMAT ETC</b>

<b>JOB</b>	<b>Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.</b>
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**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt Of India Undertaking)**  
**POWER SECTOR – EASTERN REGION**  
**PLOT – DJ 9/1, SECTOR II, SALT LAKE**  
**KOLKATA – 700 091**

<b>TENDER NO</b>	<b>PSER:SCT:KLN-M2150:22</b>	
<b>VOLUME</b>	<b>III,REV-00</b>	<b>PRICE SCHEDULE (ABSOLUTE VALUE)</b>

<b>JOB</b>	<b>Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney for 2X660 MW Maitree Rampal Project, Bangladesh.</b>
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**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt Of India Undertaking)**  
**POWER SECTOR – EASTERN REGION**  
**PLOT – DJ 9/1, SECTOR II, SALT LAKE**  
**KOLKATA – 700 091**

<b>Bharat Heavy Electricals Limited</b> Power Sector - Eastern Region, Kolkata		
<b>TENDER NO - PSER:SCT:KLN-M2150:22</b>		
VOLUME – IA	GENERAL CONDITIONS OF CONTRACT (SUPPLY)	1 of 24

CONTENT

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02	PART-II - GENERAL CONDITIONS OF CONTRACT	05

<b>Bharat Heavy Electricals Limited</b> Power Sector - Eastern Region, Kolkata		
<b>TENDER NO - PSER:SCT:KLN-M2150:22</b>		
VOLUME – IA	GENERAL CONDITIONS OF CONTRACT (SUPPLY)	2 of 24

PART – I

INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
<b>1.0</b>	<b>SUBMISSION OF TENDERS</b>
	The tenderers must submit their tenders in two parts in separate sealed covers as detailed below and as per instructions of NIT.
	PART – I (TECHNO-COMMERCIAL PART).
	PART – II (PRICE PART).
1.1	PART – I (TECHNO-COMMERCIAL PART)
1.1.1	This shall include the following.
1.1.1.1	Covering letter of tenderer.
1.1.1.2	Volume-IA/IB/IC/ID – General and Special Conditions of Contract.
1.1.1.3	Volume-II – Technical specification including drawings, if any.
1.1.1.4	Volume-III – ‘Price schedule’, (No rate shall be entered in the rate column. Only write ‘quote’ against each rate of the schedule).
1.1.1.5	Drawings.
1.1.1.6	Schedules, annexures, proformas and other documents as indicated in the tender document and as specified in the tender enquiry letter.
1.1.1.7	<p>The above documents shall form one set of the Part –I tender. Tenderers shall submit requisite sets of Part-I tender, i.e. original and duplicate sets as specified in the tender enquiry letter. All the sets shall be sealed and marked ‘Original Part – I tender’ and ‘Copies of Part – I tender’ on the respective sets and superscribed as :</p> <p>PART – I (TECNHO-COMMERCIAL PART).  TENDER DOCUMENT NO.  NAME OF WORK AND PROJECT.  SUE DATE OF SUBMISSION.</p>
1.2	PART –II (PRICE PART)
	This shall include following:
1.2.1	Copy of the covering letter enclosed in Part-I tender.
1.2.2	Volume III – Schedule of item of work (in the rate /price column the rate / price figures should be entered in words as well as in figures).
1.2.3	<p>Tenderer shall submit requisite sets of Part-II tender duly sealed in one cover, superscribed as:</p> <p>PART – I (PRICE PART).  TENDER DOCUMENT NO.  NAME OF WORK AND PROJECT.  SUE DATE OF SUBMISSION.</p>
1.3	<p>PART – III (EMD)</p> <p>Earnest Money Deposit should be made in the form as indicated in tender document and shall be submitted inside a sealed envelope superscribing the following.</p> <p>PART – III (EMD).  TENDER DOCUMENT NO.  NAME OF WORK AND PROJECT.  SUE DATE OF SUBMISSION.</p>
1.4	MAIN COVER
	<p>Duly sealed and superscribed, as detailed above of Part – I, Part- II and Part – III tenders shall be enclosed in one main cover duly sealed and superscribed as:</p> <p>PART – IV (TECNHO-COMMERCIAL PART, PRICE PART AND EMD).  TENDER DOCUMENT NO.  NAME OF WORK AND PROJECT.  SUE DATE OF SUBMISSION.</p>
<b>2.0</b>	<b>OPENING OF TENDERS</b>
2.1	Unless otherwise specified, techno-commercial bids will be opened one day after latest due date of submission of offer at 15-00 hrs for which bidder may depute representative.
2.2	While BHEL reserve the right to open the price bid (Cover-II) of the offers in camera, the date & time to open to Cover-II tender opening shall be intimated to the bidders in case

<b>Bharat Heavy Electricals Limited</b> Power Sector - Eastern Region, Kolkata		
<b>TENDER NO - PSER:SCT:KLN-M2150:22</b>		
VOLUME – IA	GENERAL CONDITIONS OF CONTRACT (SUPPLY)	3 of 24

	BHEL decides it to be 'Public opening' and in such a case, one representative of the bidder shall be allowed to attend.
2.3	Price bids of those bidders who will be qualified for the subject job on the basis of pre-bid discussions, evaluation of techno commercial bids etc will be opened on specified date. Bidders may depute their representatives to participate in opening of price bids. BHEL's decision in this regard is final & binding.
<b>3.0</b>	<b>RATES TO BE IN FIGURES AND WORDS</b>
3.1	The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him in the priced schedule of items of work forming part of the tender in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.
3.2	If some discrepancies are found between the rate given in words and figures or the amount shown in the tender the following procedure shall be followed.
3.2.1	When there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
3.2.2	When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
3.2.3	When it is not possible to ascertain the correct rate, in the manner prescribed above, the lesser of the two (ie between figures and words) will be treated as valid rate.
<b>4.0</b>	<b>CORRECTIONS AND ALTERATIONS</b>
	All entries in the tender shall either be typed or be in ink, erasures and over-writing are not permitted and may render such tenders liable to summary rejection. All corrections and alterations shall be duly attested by the tenderer with date.
<b>5.0</b>	<b>ALL PAGES TO BE INITIALLED</b>
	All signatures in tender documents shall be dated as well. All pages of all volumes and sections including drawing of tender documents shall be initialed with seal at the lower right hand corner or signed with seal wherever required in the tender documents by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-I of tender) authorizing him to sign on behalf of the tenderer before submission of tender.
<b>6.0</b>	<b>ADDENDA</b>
	Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design or contract terms. All such addenda issued shall form part of tender documents.
<b>7.0</b>	<b>RATES TO BE ALL INCLUSIVE</b>
	The tenderer shall quote for the jobs on the basis of the items entered in the schedule of items of work and shall quote separately for each and every items entered in schedule of items of work. The rates and prices quoted shall be all inclusive as provided for in the schedule of items of work and any claim whatsoever for enhancement of rates or prices quoted on any account shall not be entertained.
<b>8.0</b>	<b>INFORMATION</b>
	The information given in the tender documents and the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of BHEL as to their accuracy and without obligation relative thereto upon BHEL. Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of labour etc. No claim will be entertained later on the ground of lack of knowledge.
<b>9.0</b>	<b>QUANTITIES</b>
	The quantities indicated in the schedule of items of work with respect to the various items are only approximate and are intended merely as a general information without undertaking as to the correctness thereof and without any obligation relative thereto upon BHEL.
<b>10.0</b>	<b>ENCLOSURES</b>
	The enclosures to be enclosed alongwith Part-I of the tender shall include the following besides other such enclosures which may have been specified elsewhere in the tender documents.
10.1	Valid Income Tax Clearance Certificate and Sales Tax Clearance Certificate in original or true copies/ photocopies duly attested by a Gazetted Officer.
10.2	Solvency certificate from a nationalized scheduled bank.
10.3	In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, attested copy of partnership deed, instrument of partnership duly certified by the Notary Publics shall be enclosed. In case of company, date and place of registration including date of commencement – certificate, certified copies of Memorandum and Articles

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	of Association, nature of business carried on by the company and provisions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
10.4	Power of Attorney or other proof of authority of the person who has signed the tender.
10.5	Provident Fund Account No through which PF of the Employees are deposited including supporting document for the same.
10.6	In case of a consortium arrangement consisting of prime bidder and his associate, the prime bidder to furnish as exclusive undertaking jointly executed by him and his associate for the successful performance of the entire contract. At the time of contract finalisation, a legal document on the formation of such group has to be submitted to BHEL which will be a part of the contract document.
10.7	Any other documents required in terms of this notice.
<b>11.0</b>	<b>GENERAL</b>
11.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the tender or any schedule or proforma is insufficient pages shall be separately added and numbered.
11.2	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever :-
11.2.1	To reject any or all the tender.
11.2.2	To split up the work amongst two or more tenderers.
11.2.3	To award the work in part.
11.2.4	Either of the contingencies stated in 11.2.2 and 11.2.3 to modify the time for completion suitably.
11.3	Conditions and unwitnesses tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification, etc are liable to be rejected.
11.4	If a tenderer expires after his submission of the tender or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
11.5	BHEL will not be bound by any power of attorney / granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned.
11.6	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest money / Security Deposits.
11.7	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
11.8	Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith detail of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit.
11.9	The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder.
11.10	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
<b>12.0</b>	<b>INTIMATION OF CHANGE OF NAME/RE-CONSTITUTION OF THE ORGANIZATION</b>
	In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable. Further, the new entity has to intimate BHEL in writing that they will honor all the earlier commitments in respect of the subject contract.



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PART – II

GENERAL CONDITIONS OF CONTRACT

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1.0	<b>APPLICATION</b> Unless otherwise provided in the contract documents, these general conditions shall govern the works of the accompanying technical specifications. special conditions of this volume shall be read in conjunction with these general condition and these conditions will from a part of the contract documents.
2.0	<b>DEFINITION OF TERMS :</b> In construing these General Conditions, Special conditions and accompanying Specification the following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.1	The owner/ purchaser shall mean CUSTOMER and shall include its successor in office, legal representative and permitted assigns.
2.2	Purchaser/ vendee/ BHEL shall mean Bharat Heavy Electricity Limited a Company registered under the Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi. Power Sector Eastern Region, Kolkata or its Administrative Officers or its engineer or other employees are authorised to deal with any matter with which these persons are concerned on its behalf.
2.3	EXECUTIVE DIRECTOR/ GENERAL MANAGER shall mean the officer in administrative charge of BHEL, Power Sector - Eastern Region or their other regional offices
2.4	The bidder/ tenderer shall mean well established reputed organisations, manufacturer etc having requisite financial and technical capability and experience participating in the Tender invited by BHEL for supply and delivery, erection, testing and commissioning or plant equipment and status including associated civil structural and architectural works complete as per applicable technical specifications.
2.5	The contractor shall mean the successful bidder/ tenderer who is awarded the contract and shall be deemed to include the contractor's successors assigns, heirs executors, administrators of representatives approved by the BHEL.
2.6	The sub-contractor shall mean individual or firm to whom any part of the work has been subletted by the contractor with the consent in writing of BHEL and shall include his/its heirs, executors, administrators, legal representative and permitted assigns.
2.7	The Engineer shall mean an Officer of BHEL as may be duly appointed and authorised in writing by BHEL to act as Engineer on his behalf for the purpose of the Contract, to perform the duty set forth in this General Condition of Contract and other Contract Documents.
2.8	The Consulting Engineer shall mean any firm or person as may be duly appointed and authorised in writing by BHEL/Purchaser from time to time to review plant and equipment, works and services under the Contract.
2.9	The "Review Consulatant" shall mean any firm or person as may be duly appointed and authorised in writing by BHEL/Purchaser from time to time for final review of the plant and equipment, works and services under the Contract.
2.10	The "Inspector" shall mean any firm or person as may be duly appointed and authorised in writing by BHEL/Purchaser from time to time to inspect plant and equipment, works and services under the Contract.
2.11	'Acceptance of Tender" shall mean Telegraphic/ Telex/ Tele-fax Letter of Intent or Notification communicating to the Contractor the acceptance by BHEL of his tender.
2.12	"Contract Price" shall mean the agreed sum of money stated in the Contract to be paid to the Contractor for the successful fulfilment of the Works in accordance with the terms of the Contract Documents.
2.13	"Contract" shall mean the Agreement between the Contractor and BHEL for execution of and payment for the works as defined in the Contract Documents.
2.14	The "Contract Documents" shall mean and includes the General Conditions of Contract. Specifications and Schedules. Drawings, Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Interest of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clause – Contract" of these General Conditions and other documents that may form part (s) of the Contract Documents.
2.15	"Work or Works" shall mean the plant / equipment to be supplied and / or works to be done by the Contractor under the contract Documents.
2.16	"Plant" shall mean the portion of the work (under the scope of this contract) which includes permanent equipment, machinery, apparatus, materials, articles and civil, structural and

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	architectural works and things of all kinds to be provided under the contract documents.
2.17	“Test” shall mean such test as is prescribed or considered necessary by BHEL / purchaser whether performed or made by the Engineer or any Agency acting under the direction of the Engineer.
2.18	“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution completion or maintenance of the works or temporary works by the contractor at his own cost and risk (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
2.19	“Goods” shall mean plants, equipment or materials to be supplied under the Contract Documents.
2.20	“Temporary Work” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work by the contractor at their cost and risk.
2.21	“Completion Time” shall mean the period by date/month specified in the acceptance of tender for handing over of the intended scope of work, erected equipment / plant, which are found acceptable by the engineer being of required standard and conforming to the specifications of the contract.
2.22	“Consignee” shall mean the authorised representative or officer of the Purchaser / BHEL to whom the plant, equipment and materials are required to be delivered in the manner indicated in the Contract Documents.
2.23	The “Specification” or Specification / Technical Specifications” shall mean all Specifications including technical specifications of the Works and the Tender Drawings and schedules attached thereto and any modification made thereof.
2.24	“Drawings” shall mean drawings referred to in the Contract Documents including modifications if any and such other drawings as may be from time to time furnished by the Contractor and approved by BHEL / purchaser.
2.25	“Site” shall mean the land and other places including existing roads, paths etc., put at the disposal of the Contractor by BHEL / purchaser in connection with the execution of the Contract.
2.26	“Tests on Completion” shall mean such tests as are prescribed in the specifications and/or other tests as mutually agreed upon by BHEL/ Purchaser and the Contract to be carried out by the Contractor on erection of the plant to prove satisfactory performance as per Specification.
2.27	“Acceptance Test / Performance Guarantee Test” shall mean such test as are required to determine and demonstrate guaranteed capacity, efficiency and operating characteristics of the Plant as stipulated in the contract Documents.
2.28	“Commissioning” shall mean the successful completion of trial operations and readiness of the contracted / ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.
2.29	“Initial Operation”, “Reliability Run” or “Trial Run” shall mean the first continuous operation of the plant by the Contractor covered under the Contract with sub-systems under varying loads to demonstrate satisfactory operation for a specified period which shall not be less than fifteen (15) days.
2.30	“Commercial Operation” shall mean the conditions of operation in which all the equipment covered under the Contract are officially declared by BHEL/ purchaser, to be available for continuous operation at different loads and including rated capacity. Such declaration by BHEL / purchaser will be issued within thirty days after successful trial run made by the Contractor.
2.31	“Service” shall mean furnishing of labour and services as per specifications and supervision of complete erection, testing and putting equipment and materials to be supplied into satisfactory operation, supervision of inland transportation, loading and unloading and storage at the site as defined in the Contract Documents.
2.32	“Warranty Period” shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the plant supplied, works done and services rendered under the Contract.
2.33	“Code” shall mean the applicable International and Indian standards as on the date of letter of intent and any subsequent modification thereof.
2.34	“Month” shall mean calendar month. “Day” or “Days” unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
2.3	“Letter of Intent” / “Purchaser Order” shall mean BHEL’s letter or notification conveying his acceptance of the Tender subject to such conditions as may have been stated therein.
2.36	“Writing” shall include any manuscript typed or handwritten or printed statement, including Telex, Cable and facsimile transmission under or over signature or seal as the case may

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	be.
2.37	“Approved” or “Approval” shall mean as approved by or approval of the Purchaser/ BHEL.
2.38	Words incorporating “Persons” shall include firms, companies, corporations and other bodies whether incorporated or not.
2.39	“Words” incorporating the singular only shall also include the plural and vice-versa where the context requires.
2.40	“F.O.B” shall mean delivery free of expenses to the Purchaser / BHEL on board the vessel at the port of shipment.
2.41	“CIF Price” shall mean delivery free of expenses to the purchaser / BHEL on board the vessel at the port of entry including the insurance coverage.
2.42	“F.O.R. “ Destination” shall mean delivery free of expenses to the Purchaser / BHEL on rail wagons at destination Railway Station or the purchaser’s siding as may be named or / and by road transport at customer’s destination.
2.43	“F.O.R. Works” shall mean loaded and stowed or trimmed free of expenses to the purchaser / BHEL on board rail wagons at the Contractor’s Works siding or the nearest Railway station for transportation.
2.44	“Tonne” shall mean 1000 Kilogram weight. “Gallon” shall mean Imperial gallon, unless otherwise mentioned specifically.
2.45	“Final Acceptances” mean the BHEL’s/ purchaser’s acceptance of the work/plant completed in every respect as per terms of the contract Documents on expiry of the Warranty / guarantee / maintenance period.
2.46	Terms and conditions not herein defined shall have the same meaning as are assigned to them in the latest edition of Indian Sale of Goods Act/Indian Contract Act as applicable.
2.47	SINGULAR AND PLURAL Words importing the masculine gender or singular number shall also include the feminine gender and plural and vice versa where the context so requires.
2.48	HEADINGS OR NOTES The headings or notes in these conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
2.49	LANGUAGE All documentations and correspondence regarding the contract shall be in English language.
2.50	DOCUMENTS MUTUALLY EXPLANATORY Except if and to the extent otherwise provided by the contract the provisions of special Conditions of contract shall prevail over General Conditions of Contract and over those of any other documents forming part of the Contract. Subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.
3.0	<b>SCOPE ON CONTRACT</b> The scope of work, if not otherwise mentioned in the contract, shall be on the basis of a single contractor’s responsibility, completely covering all Technical Specifications under the accompanying Technical Specification. Some of the salient features are hereunder.
3.1	Detailed design of all the equipment and subsystem and work as per specification.
3.2	Complete, manufacture of all the equipment / subsystem including shop, field testing and assembly as per specification.
3.3	Providing of special tools and tackles and services necessary for satisfactory execution of the contract.
3.4	Providing engineering drawings, data operation manual, etc.
3.5	Packing and transportations of the Goods from the manufacturer’s works to the site.
3.6	Receipt, storage, preservation and conservation of the Goods at the site as applicable.
3.7	Supply of spares.
4.0	<b>CONTRACT PRICE</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
4.1	The contract price is the agreed sum of money stated in the contract documents to be paid to the contractor for the successful completion of the works in accordance with the terms of the contract documents. The contract price shall be for the entire scope of the work with the break-ups as specified.
4.2	The individual item rates or lumpsum price as the case may be, in the schedule of this contract shall be deemed to be firm for the entire period of the Contract or extended period of contract and no escalation in the rates or price shall be permissible for any reason

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	whatsoever unless otherwise specified.
4.3	The contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labour or in the cost of materials, consumables, water, fuel, power or for anticipated profit or alleged losses or for any reason whatsoever,
<b>5.0</b>	<b>TAXES AND DUTIES</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
5.1	EXCISE DUTY
5.1.1	Excise duty actually incurred by contractor against the despatch made from his factory constituting sale under the contract alone shall be reimbursed at actuals against requisite documentary evidence like clean invoice cum excise duty gate pass in original or certificate copy, if separately indicated in the prices bid. If excise duty is included in the price quoted by the contractor then he is not eligible for reimbursement of excise duty or statutory variation of excise duty.
5.1.2	The invoice cum excise duty gate pass should show the name of ultimate consignee as specified in the contract. If excise duty is paid under protest or dispute it shall not be eligible for reimbursement until the dispute is settled.
5.1.3	No excise duty shall be payable by BHEL on inputs bought out items, raw materials and components consigned directly to site from sources other than contractor's factory.
5.1.4	The contractor is required to ensure that excise duty is properly calculated and paid and available exemption and benefits are fully availed.
5.1.5	If required by BHEL the contractor will provide certificate, if modvat benefit has been availed on his inputs and have been passed on to BHEL.
5.1.6	If the contractor claims / obtains any refund of the excise duty paid and got reimbursed, the same shall be refunded to BHEL.
5.1.7	Excise duty shall be restricted to the amount and percentage shown in the price format. BHEL is not liable to reimburse if the excise duty shown by the contractor in his offer is incorrect.
5.1.8	The excise duty on self manufactured items of the contractor alone shall be reimbursed against submission of clean original excise duty invoice or true copy thereof duly attested by excise authorities. The payment of excise duty shall however be limited to the amount indicated in the price in the schedule. Statutory variation shall be limited to change in the tariff within the delivery specified in the order/contract only. Provisional / Conditional gate passes / excise duty invoices are not acceptable for reimbursement.
5.1.9	Contractors are required to ensure that excise duty including surcharge , if any, quoted are as per the existing tariff on the date of the offer and have availed all benefits as per existing rules.
5.1.10	EXCISE DUTY (IN CASE OF DEEMED EXPORT) In case of deemed export and order placed under similar financing arrangement, contractors are required to ensure that original gate passes and document to claim draw backs are made available to BHEL alongwith disclaimer certificate. In the absence of above the offer is liable to be loaded. In these cases, excise duty shall be billed separately with the above documents.
5.1.11	No statutory variation during extended period shall be allowed.
5.2	SALES TAX
5.2.1	Sales tax can be reimbursed only if the same is payable by the contractor to the respective authorities. In case any concessional provisions are applicable the same shall be availed by the bidder/ contractor.
5.2.2	Contractors are expected to meet all statutory requirements and ensure that the Sales Tax charged are not exempted under the respective Sales Tax Act. The bid/offer should clearly indicate the percentage and total amount. Concessional forms required should be clearly indicated in the bid/offer.
5.2.3	BHEL is registered in Kolkata vide registration number  WB Sales Tax No - PS/2214, dated 14-12-1998.
5.2.4	Tenderers are to ensure that their offer includes all applicable taxes. In case of Intra-state sales tax. The same shall be specified.
5.2.5	Sales tax on direct sales by the contractor to BHEL shall be reimbursed, as per tariff applicable to the approved items but restricted to the amount shown in the price bid separately. If it is shown as included in the quoted price. Then it shall not be eligible for reimbursement by BHEL.
5.2.6	BHEL proposed to make sale-in-transit "C" form shall be issued / exchanged against E1/E2 forms "C" form shall be issued based on financial year transaction. Contractors are required to submit their request for issue of "C" forms in the format enclosed.

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5.2.7	Form “C” will be issued after the financial year against the issue of E-1/E-2 form. Contractors are required to give the details for claiming “C” form.
5.2.8	If documents are submitted through bank. Form-C shall not be insisted for retirement.
5.2.9	Contractors are expected to avail taxation benefit. The bid/offer should clearly indicate the percentage and total amount. Concessional forms requirement should be clearly indicated in the bid/offer.
5.3	<b>OTHER TAXES</b> Bidder/tenderer are required to include all other taxes applicable on the date of the offer/bid over and above ED. ST. This will include but not limited to Octroi, turnover, works contract tax, entry tax, consignment tax, income tax, etc as applicable.
5.4	<b>CUSTOMS DUTY</b> Contractor shall arrange for their own import licence if required since BHEL will not provide any import licence. The custom duty element for imported items shall be included in the basic price. No. variation in customs duty / exchange rate for imported items shall be payable by BHEL.
5.5	<b>FREIGHT CHARGES</b> Contractor shall be required to transport the items through transport contractor of repute and with due consent / approval of BHEL. Freight charges shall be payable by the contractor. However, all documents in proof of payment of freight charges are to be submitted along with the bills to BHEL.
6.0	<b>PRICE VARIATION</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
6.1	The price shall remain firm, for any increase or decrease in order value upto +/- 30% BHEL shall have the right to increase / decrease quantity upto the above order value and tenderer shall be bound to accept the same at the same price without any escalation.
6.2	Transport: If for any reason, the contractor has to resort to a mode of transport other than what was contemplated by him at the time of tendering to keep up the completion schedule and consequently has to incur more expenditure, BHEL will not under any circumstances reimburse such extra expenditure and price will not exceed the firm contract / order price.
7.0	<b>STATURORY VARIATIONS</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
7.1	It is the responsibility of the tenderer to inform himself of the correct rates of customs or other duties or taxes leviable on the on the materials at the time of tendering. If the rates assumed by the tenderer are less than the correct rates prevailing at the time of tendering the tenderer will be responsible for such errors.
7.2	If the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of BHEL.
7.3	Should, however, any statutory alteration be made based on the rate prevailing at the time of tendering, the difference for excise duty & sales tax only, either up or down, will be to the account of BHEL. No variations on customs duty / exchange rate / minimum wages, prices of controlled commodities or any other input shall be payable by BHEL.
7.4	Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the order/contract, variations above referred to will be limited to the rates prevailing on the dates of the stipulated completion period only and for variations after the agreed completion period the tenderer alone shall bear the impact if it is upward revision and if it is downward revision BHEL shall be given credit to the extent. This will be without prejudice to the levy of penalty for delay in completion.
8.0	<b>TERMS OF PAYMENT</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
8.1	<b>SUPPLY</b>
8.1.1	Ninety (90%) percent value of equipment supplied alongwith applicable 100% taxes and duties etc. for the consignment shall be paid against despatch documents on pro-rata basis. All bank charges shall be to the account of the contractor.
8.1.2	Balance ten (10%) percent payment shall be made after receipt and physical verification of materials at site by site engineer on pro-rata basis (against material receipt certificate (MRC) from site office) and on availability of extended security bank guarantee to cover the guarantee period.
8.1.3	No advance payments shall be made.
8.2	<b>SUPERVISION, ERECTION AND COMMISSIONING / SUPERVISION OF ERECTION &amp; COMMISSIONING</b> Hundred (100%) percent payment shall be made only after commissioning of the equipment, final acceptance and receipt of bank guarantee to cover guarantee period.
8.3	Recommended/ Mandatory Spares.

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	Same as clause no 8.1 above.
<b>9.0</b>	<b>DOCUMENTS FOR CLAIMING SUPPLY PAYMENT (FOR INDIGENOUS SUPPLIERS ONLY)</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT) Following documents shall be submitted for claiming supply payments in required number of sets.
9.1	Invoice.
9.2	LR/RR/GR
9.3	Delivery challan.
9.4	Packing list showing item-wise details, size, quantity/ number, net & gross weight, number of packages and their identification.
9.5	BHEL MDCC (Material Despatch Clearance Certificate).
9.6	QS note issued by BHEL inspection agency.
9.7	Copy of letter to Insurance company to cover items despatched under insurance policy.
9.8	Original material receipt certificate (MRC) from site office shall be required for claiming payment against receipt of material at site.
<b>10.0</b>	<b>BANK CHARGES</b>
10.1	All bank charges for documents through bank shall be to the account of contractor.
10.2	The address of BHEL banker is STATE BANK OF INDIA, N. S.ROAD BRANCH,KOLKATA
<b>11.0</b>	<b>TIME (THE ESSENCE OF CONTRACT)</b>
11.1	The time and date of completion of the work as stipulated in the contract Documents shall be deemed to be the essence of the Contract. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work within the stipulated time. BHEL at his sole discretion will have the right to cancel the contract. In such an event the contractor's security deposit with BHEL will stand forfeited without any further reference to the contractor, without prejudice to any and all of the BHEL's other rights and remedies in this regard. The Contractor shall so organise his resources and perform so as to complete the work not later than the aforesaid date of completion.
11.2	The contractor shall submit a PERT Network showing various key phases of the work such as design, procurement, manufacturing, shipment, etc. within thirty (30) days after the date of Letter of intent/purchase order. This network shall also indicate the interface facilities to be provided by the owner / BHEL and the dates by which such facilities are needed by the contractor and also the programme for phase wise release of work site for construction work as may be needed by the contractor, as applicable.
11.3	The Contractor shall discuss the network so submitted with BHEL. The agreed network may be in the form as submitted or in revised form in line with the outcome of discussion and shall form a part of the contract documents.
11.4	The above PERT Network shall be reviewed and periodic review reports shall be submitted by the Contractor to BHEL as directed by him.
11.5	The Contractor shall make available to BHEL detailed manufacturing, erection, testing and commissioning and construction programmes, as applicable, in line with the agreed PERT Network in the form of PERT or Bar Chart as desired by BHEL within 30 days from the date of receipt of LO1/PO. During performance of the contract, such programmes shall be renewed, updated and submitted to BHEL as and when needed by him or periodically as specified by him. If in the opinion of BHEL proper progress is not maintained suitable changes shall be made in the Contractor's operation to ensure proper progress.
<b>11.6</b>	<b>PROGRESS REPORTS AND PHOTOGRAPHS</b>
11.6.1	The Contractor shall furnish eight(8) prints each of monthly progress reports as approved by BHEL and photographs of the work done. Photographs shall be taken when and where indicated by the Engineer or his representative. Photographs shall be approximately 100mm x 125mm in size including margin of 5 mm side for fixing. Adequate number of photographs shall be submitted indicating various stages of manufacture and / or installation as applicable. Each photograph shall contain the date, the name of the contractor and the title of the view taken.
11.6.2	Monthly progress report shall be submitted. These shall detail the status of design, drawings, procurement of raw materials and manufacture of the equipment and delivery of the equipment. BHEL shall advise the contractor about the progress schedule and photographs he has to submit each month together with the names and address of persons to whom they are to be sent. The contractor shall also furnish actual progress against schedule and such other information as BHEL may require to satisfy himself about

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	the timely manufacture and delivery of equipment and timely construction and erection work to suit the commissioning date. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measure wherever necessary.
11.6.3	The submission and acceptance of the photographs and / or reports shall not prejudice the rights of BHEL in any manner.
11.6.4	In the event of contractor's continued poor progress of work, BHEL shall at his option treat this as breach of the contract by the contractor. In such an event it shall be open to BHEL to have the work completed through any other agency or agencies and claim the difference in cost in addition to damages from the contractor without prejudice to any other right or remedy of BHEL under this contract.
11.6.5	The contractor shall be responsible, wherever applicable, for developing detail drawings to adopt equipment and materials to be supplied to the requirement indicated in the specification and shall submit a list of such drawings and programme for submission of these drawings and programme within 30 days from the date of LO1.
11.6.6	Within a reasonable time not exceeding 30 days from the date of LO1 the contractor shall also provide BHEL with the following drawings and date as applicable :
11.6.6.1	Eight (8) marked up copies of technical particulars conforming to the specification.
11.6.6.2	Outline drawings of all equipment together with weights and sufficient overall dimensions.
11.6.6.3	Other drawings and data as indicated in different sections of the tender documents.
11.6.6.4	The contractor shall within 3 weeks from the date of LO1 submit for approval of BHEL the original copies of Codes and Standards which shall govern the design, manufacture, construction, erection, testing, commissioning and trial operation of the plant as applicable under scope of contract.
11.7	<b>MISTAKE IN DRAWINGS</b>
	The Engineer shall have the right at all reasonable times to inspect at the office / premises of contractor all shop and / or detailed drawings of the works or any portion of the works. The Contractor shall be responsible for and shall pay for any alternations of the work due to any discrepancies, errors or omission in the drawings or other particulars supplied by him whether such drawings or particulars has been approved by the Engineer or not. Provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the contractor by the Engineer, in which event BHEL shall pay for any alternations of work necessitated by reason of inaccurate information supplied by the Engineer to the Contractor.
<b>12.0</b>	<b>DELIVERY FAILURE TERMINATION/ LIQUIDATED DAMAGES</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
12.1	It should be clearly understood by the Contractor that time and the date of delivery of despatch stipulated in the order/contract is the essence of the contract, If the contractor fails to complete the order / contract within the time fixed in the order / contract, or within any extension of time granted by BHEL, it shall be lawful for BHEL to recover damages for breach of order / contract without prejudice to any other rights and / or remedies provided for, in the order / contract and hereunder. To be entitled to impose such damage, BHEL will not be required to prove that he has incurred such amount as actual damage.
12.2	<b>DELAYED DELIVERY</b>
12.2.1	<p>This being a turnkey BOP package, if vendor fail to complete the total job of (supply &amp; service parts) as per the completion period for the service part (as per of Vol-1D), BHEL shall have the right to recover from the contractor, as agreed liquidated damages a sum equivalent to half percent (1/2%) of the executed contract price(for the supply part) for the delayed portion per week or part thereof subject to a maximum of ten percent (10%) of the total executed contract price (i.e. sum total of supply &amp; service part) if the contractor fails to install any part of equipment /item within the period fixed for installation of the same (as per Vol-1D).</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. The cumulative LD for the supply &amp; service part shall be limited to 10% of the executed contract value (for the supply &amp; service parts).</li> <li>2. (applicable for supply of the Mandatory spares, if ordered separately only): Recovery shall be done as agreed liquidated damages a sum equivalent to half percent (1/2%) of the order /contract price (only for mandatory spares) for the delayed portion per week or part thereof subject to a maximum of ten percent (10%) of total order/contract price (for mandatory spares only) if the contractor has fails to deliver any part of equipment /item within the period fixed for delivery of the same as per Vol-1C.</li> </ol>



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12.2.2	Purchase from elsewhere on account and at the risk of the contractor of the equipment /item not so delivered or others of a similar description without cancelling the order / contract in respect of the instalment not yet due for delivery or	
12.2.3	Cancel the order / contract or a portion thereof and if so desired purchase the equipment/item not so delivered at the risk and cost of the contractor and the contractor shall be liable to BHEL for any excess costs provided that the contractor shall continue the performance of the contract to the extent not cancelled under the provisions of this clause.	
12.2.4	Where action is taken under clause mentioned above at b & c, contractor shall be liable for any loss which BHEL may sustain on that account. The contractor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be at the entire discretion of BHEL. It shall not be necessary for BHEL to serve a notice of such purchase on the contractor.	
<b>13.0</b>	<b>COMPETENCE AND GUARANTEES</b>	
13.1	Contractor shall have sound technical and financial capabilities and possess recognised experience in executing the works of similar kind and magnitude. The contractor shall properly fill in the various schedules and proforma prescribed in the tender documents. Non submission of the information in the prescribed schedules and proforma may lead to rejection of the bid.	
13.2	<b>SECURITY DEPOSIT (SD)</b>	
13.2.1	Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit required amount as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.	
13.2.2	The amount of Security Deposit shall be as follows.	
	a) In the case of work upto ten lakh	10%
	b) In the case of work costing above Rs. 10 lakh upto Rs. 50 lakhs	Rs. 1[One] lakh plus 7.5% of the the amount exceeding Rs 10 lakhs.
	c) Above Rs 50 lakhs	Rs. 4 [Four] lakh plus 5% of the the amount exceeding Rs 50 lakhs.
13.2.3	The Security deposit may be deposited in any of the following form.	
13.2.3.1	<p>The security deposit as indicated in letter of intent can be paid in the form of bank guarantee/cash (as permissible under the Income Tax Act)/Pay Order or Demand Draft (in favour of Bharat Heavy Electricals Limited payable at Kolkata)/ local cheques of Scheduled Banks (subject to realization) to BHEL, Power Sector, Eastern Region, Kolkata within the time limit stipulated in the letter of intent.</p> <p>The bank guarantee shall be from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act in the prescribed proforma, validity being upto completion of work as stipulated in letter of intent or stipulated otherwise in the proforma, whichever is later. The bank guarantee furnished towards security deposit should be kept valid by proper renewal till said work is actually completed</p>	
13.2.3.2	50% of Security Deposit as indicated in the letter of intent can either be paid in the form of Bank Guarantee from Scheduled Banks/Public Financial institutions as defined in the Companies Act in the prescribed proforma, the validity being upto completion of work as stipulated in the letter of intent and balance 50% of the security deposit can paid either in cash/ other form of security or may be recovered by deduction from running bills @ 10% of the value of each running bills till the full Security Deposit is made up. The Bank Guarantee furnished towards Security Deposit should be kept valid by proper renewal till the said work is actually completed.	
13.2.3.3	The security deposit may be submitted through securities from Post Offices such as National Savings Certificates/Kisan Vikas Patras etc (certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata and discharged on the back).	
13.2.3.4	The security deposit may be submitted by Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata, duly discharged on the back.	
13.2.4	Acceptance of security deposit against sl. No. 13.2.3.3 & 13.2.3.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith.	
13.2.5	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be	

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	immediately deposited by the contractor or recovered from payments due to him.
13.2.6	Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above.
13.2.7	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
13.2.8	If any parts of security deposit of the contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon.
13.2.9	BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.
13.2.10	<b>RETURN OF SECURITY DEPOSIT</b> If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL and presents an absolute no Demand Certificate in the prescribed form and returns properties belonging to BHEL taken / borrowed or hired by him for carrying out the said works, half of the amount of Security Deposit will be released to the contractor after deducting all costs of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the satisfactory completion of Warranty / Guarantee Period as per terms of specification.
13.3	<b>PERFORMANCE BOND</b>
13.3.1	In addition to the security deposit the contractor shall provide to BHEL guarantee of an approved nationalised bank for an amount equal to 5% of the awarded/executed contract price (as per LOI/RA bills) as Performance Bond (under the terms of a bond) within 30 days from the date of LOI (Letter of Intent) and terms of the said bond shall be such as shall be approved by BHEL. The bond shall remain valid until 6 (SIX) month after the expiry of warranty / guarantee period. The obtaining of such guarantee and the cost of bond to be so entered into shall be at the expense in all respects to the contractor.
13.3.2	BHEL reserve the right of forfeiture of the above bond in addition to other claims and damages in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off this bond against any claims of any other contract with BHEL.
14.0	<b>DELIVERY TERMS</b> When the goods are ready for shipment BHEL / owner should be notified by the contractor through Fax or Telex. Notification of delivery or despatch in regard to each and every consignment shall be made to the owner/BHEL immediately after despatch or delivery ensuring arrangements for its receipt at the site at least 48 hours ahead of actual delivery. The contractor shall further supply to the consignee a priced invoice and packing list of all goods delivered or despatched by him and other shipping particulars. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing list, and full details of the contents of packages and quantity of goods shall be submitted to enable the consignee to check the goods on arrival at destination.
15.0	<b>SHOP ASSEMBLY AND INSPECTION</b>
15.1	Shop assembly to the largest extent feasible shall be performed by the contractor to assure proper fitting of the various parts and for checking the correctness of clearances and dimensions. Parts thus assembled shall be match – marked for reassembly at the site. Prior to be dismantled for shipment. A detailed description of the intended shop assemblies shall be submitted along with the Quality Assurance Plan.
15.2	No Goods shall be shipped before all tests and inspection have been carried out according to the approved Quality Assurance Plan unless otherwise instructed by BHEL.
15.3	The acceptance of any Goods prior to shipment shall in no way relieve the contractor of any of his responsibilities for meeting all the requirement of the specification and shall not prevent subsequent rejection if such Goods are found to be defective.
15.4	BHEL/ owner and his duly authorized representative shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the equipments/ items during its manufacture

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15.5	Such inspection, examination and testing shall not relieve the contractor from any obligation under the contract.
15.6	BHEL engineer shall on giving seven (7) days notice in writing to the contractor setting out any ground of objection which he may have in respect of the plant/equipment /work, be at liberty to reject any drawings and all or any plant or workmanship, subject to any of the said ground of objection, which in his opinion are not in accordance with the contract / order. The contractor shall give due consideration to such objection and shall either make the modifications that may be necessary to meet the said objections or shall satisfy the engineer that no modifications are necessary to comply with the contract/order.
15.6	The contractor shall give the engineer and his duly authorized representatives notice of any material being ready for testing, and the engineer or the said representative shall (unless the inspection of tests voluntarily waived) on giving reasonable previous notice in writing to the contractor attend at the contractor's premises (as the case may be ) within twenty (20) days of the date on which the material is notified as being ready, failing which the contractor may proceed with the tests which shall be deemed to have been made in the engineer's presence. All standard shop tests physical and chemical tests required by the standards or as may be prescribed or approved by the engineer reserves the right to waive any of the above tests requirement and to prescribe new tests required if four necessary to expedite the work or to conform to the latest and best practice. Definition, method of measurement, calibration of inspection, measuring and test equipments and required procedure as referred in the above standard and / or those approved by the engineer and equivalent shall be followed. The contractor shall forthwith forward to the engineer duly certified copies of the test certificates in quadruplicate for approval. Further copies of the shop test certificate shall be bound with the instruction manuals.
15.7	In all cases where the order/ contract provided for tests/ inspections whether at the premises or works of the contractor or any sub-contractor the contractor, except where otherwise specified shall provide free of charge to BHEL such labour, materials, electricity, fuel, water, stores, apparatus, inspection measuring and test equipments as may reasonably be required to carry out efficiently such tests of the equipment/ plant, in accordance with the order/ contract and shall give facilities to the engineer or his authorised representative to accomplish such testing.
15.8	The contractor shall maintain & ensure necessary safety measures as required for inspection and tests like HV test, Pneumatic test, Hydraulic test, Load test Spring test, Bend test etc, of his/his subcontractors works to enable inspection Agency for performing inspections. If any test equipment is found not complying with proper safety requirements, then the inspection agency may withhold inspection, till such time desired safety requirements are met.
15.9	<b>INSPECTION MEASURING AND TEST EQUIPMENTS (IMTE)/ MMD</b>
15.9.1	Inspection measuring and test equipments (IMTE) whether used by the contractor or his sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE shall be in sound condition during usage.
15.9.2	In addition to above, contractor shall ensure the following.
15.9.2.1	Measurement uncertainty is known and consistent with required measurement capability of the IMTE.
15.9.2.2	Selection of IMTEs is compatible with the necessary accuracy precision of required measurement.
15.9.2.3	IMTEs are calibrated at the required interval against certified equipments having known valid relationship to nationality recognised standard/ recognised calibration labs.
15.9.2.4	Calibration records are available and traceable to the particular IMTE.
15.9.2.5	In case during recalibration the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE should be furnished to BHEL. NOTE: BHEL decision on acceptability of the product in such case shall be binding.
15.9.2.6	IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.
15.9.2.7	Responsibility of usage of valid and calibrated IMTEs by sub-contractors shall be of the contractor.
15.9.2.8	In case calibration records are required by owner/ BHEL, copies of the same shall be furnished.
<b>16.0</b>	<b>MATERIALS AND WORKMANSHIP</b>
16.1	All Goods to be supplied and all works to be done by the Contractor under Contract shall be manufactured and executed in the manner stipulated in the specification or where not specified, to the satisfaction of the Engineer.

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16.2	All materials used in the manufacture of the plant/equipment/system shall be selected from the best available for the purpose considering strength, durability and best engineering practice, free from defects and imperfection of recent manufacture and unused. Liberal factors of safety shall be used throughout the design and specially in the design of all parts subject to alternating stresses or shocks.
16.3	All the work shall be performed and completed in a thorough work-man like manner and shall follow the best modern practice in the manufacture of high grade equipment notwithstanding any omission in the Specification.
16.4	Castings shall be free from blow holes, flaws, cracks or other defects and shall be smooth, close – grained and of true forms and dimensions. No plugged or filled –up holes or other defects will be allowed. Such castings are liable to be rejected. However, the Contractor may rectify minor casting defects by welding or other method in accordance with the standard manufacturing practice provided such rectifications does not affect the strength of the casting or impair with the efficient working of the Plant and prior approval of BHEL is obtained for the same.
<b>17.0</b>	<b>COMPLETENESS OF EQUIPMENT</b>
17.1	The equipment shall be completely installed in every respect with all mountings, fixtures and standard accessories which are normally supplied even through not specifically detailed in the Specification. The Contractor shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures and accessories if needed for safe operation of the equipment as require as per applicable codes of the country through they may not have been included in the Contract.
17.2	Parts of all similar equipment supplied shall be interchangeable with on another.
17.3	All the equipment supplied under this contract shall be subject to BHEL/owner's approval according to applicable stipulations set-forth in the specifications.
<b>18.0</b>	<b>REJECTION OF DEFECTIVE PLANT</b>
18.1	If the completed plant or any portion thereof before it is taken over under clause taking over or during the guarantee / warranty period, be found defective or fails to fulfil the requirements of the contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forthwith make the defective plant good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, BHEL after giving seven (7) days written notice may reject and replace at the cost of the contractor the whole or any portion of the plant, as the case may be, which is defective or fails to fulfil the requirements of the contract. The contractor's full and extreme liability under this clause shall be satisfied by the payment to BHEL of erection plus difference, if any between the replacement price of the equipment including charges for erection and supervision of erection and the original contract price including charges for erection and supervision of erection in respect of such defective plant.
18.2	In the event of such rejection, BHEL shall have the right to operate any and all equipment as long as it is in operating condition, whether or not, such equipment has been accepted as complete and satisfactory to enable him to obtain necessary replacement except that this shall not be constructed to permit operation of any equipment which may become damaged by such operation before any required alterations or repairs and /or replacements have been made. All repairs or alterations or replacements required of the contractor shall be made by the contractor at such times as directed and in such a manner as will cause the minimum interruption in the use of the equipment. Should the contractor not so replace the rejected plant within the time frame as directed by the engineer upto the requirement of the specification, the contractor's full and extreme liability under this clause will be satisfied by the repayment of all money paid by BHEL to him in respect of such plants.
18.3	Nothing in this clause shall be deemed to deprive BHEL or, effect any right under the contract which he may otherwise have in respect of such defects or deficiencies or in any way relieve the contractor or his obligation under the contract.
<b>19.0</b>	<b>TAKING OVER</b>
	Upon successful completion of all the tests to be performed at the site on equipment, systems and material furnished and erected by the contractor and on completion of successful trial run, BHEL shall issue to the contractor a taking over certificate. Issuance of such certificate shall not be reasonably with held on account of minor omissions or defects which do not affect the satisfactory operation and / or causes any serious risk to the equipment and systems provided the contractor gives an under taking to rectify such defects / omissions within a reasonable period time. However until a final acceptance certificate is issued on completion of warranty / guarantee period by BHEL/owner, the contractor shall not be relieved of any of his obligations, duties, responsibilities under the

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	terms and conditions of the contract including insurance as specified elsewhere in the contract documents. The taking over by BHEL / the owner may be for each unit completed in all respects for satisfactory operation at the discretion of BHEL/ the owner.
<b>20.0</b>	<b>GUARANTEE/ WARRANTY</b>
20.1	The contractor shall warrant that the equipment / item supplied shall be free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest rate and consistent with the established and generally accepted standards for stores of the type ordered in full conformity with the order/contract, specifications, drawings or samples, if any Contractor shall be responsible for the quality of products supplied by its sub-contractors.
20.2	The contractor shall provide guarantee / warranty in respect of the equipment, materials and services furnished by him as enumerated in section “Special Condition of Contract” of this tender document.
20.3	The contractor shall, if required, replace, or repair the equipment/item of such portion thereof, as is rejected by BHEL free of cost at the site or at the option of BHEL the contractor shall pay to BHEL value thereof at the order/contract price and such other expenditure and damages, as may arise by reason of the breach of the condition therein specified.
20.4	All replacements and repairs that BHEL shall call upon the contractor to deliver or perform under the guarantee shall be delivered free cost and performed promptly and satisfactorily by the contractor within three months. If the contractor so desires and BHEL agrees subject to import control regulation, the replaced parts can be taken over by him or his representative or the same can be arranged to be despatched by the contractor or his representative at contractor's cost as he deems fit within a period of three months from the date of replacement of equipment/ item/ parts.
20.5	The cost of any special or general overhaul rendered necessary during guarantee / warranty period due to defects in the plant or, defective work carried out by the contractor the same shall be borne by the contractor.
20.6	If for rectification or replacement of any part of equipment or work due to defective materials, manufacture or design or workmanship, the services of the contractor's personal are requisitioned within the guarantee/ warranty period, these services shall be made available free any cost to BHEL/ owner.
20.7	All the replaced equipment/ item shall also be guaranteed as per provision of guarantee/ warranty.
<b>21.0</b>	<b>INSURANCE</b>
21.1	BHEL shall arrange for insuring the materials / properties of BHEL/Customer covering the risks during transit, storage, erection and commissioning.
21.2	It is the sole responsibility of the contractor to insure the workmen, his properties including tools and plants against accident and injury while work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's employee, which for any reasons are not covered under the Workmen's Compensation Act & Employee's liability, the liability of which shall not be less than statutory provisions.
21.3	All the rules and regulations of the purchaser/ BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
21.4	If due to negligence and / or non-observance of safety and other precautions and accident/ injury occurs to any other person/ public, the contractor shall have to pay necessary compensation and other expenses. If so decided by the appropriate authorities.
21.5	If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's/ owner's property and personnel should occur, and if BHEL is unable to recover, in full cost from the insurance company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours of occurrence along with Engineers report. In the event of loss/ theft of BHEL's/ purchaser's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with responsibility of the contractor to lodge an FIR with local policy authorities and furnish the details of FIR and Engineer's investigation report about loss/ theft within 48 hours of occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
21.6	The contractor shall be responsible for furnishing all the despatch details including invoice value, plant / components despatched, packing slip, LR/RR/CR copy, shipping details etc. to underwriter and BHEL, to cover no. to be intimated to the contractor afterwards.

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21.7	Failure to comply the above on time and in case any loss / damage occurs in transit, the contractor shall responsible for making good such loss / damage.
21.8	Save provisions as stated above the contractor at his cost shall arrange, secure and maintain insurance as may be necessary to protect his interests and the interests of BHEL against all risk and the responsibility to maintain such insurance coverage at all times during the period of contract shall be that of the contractor alone. Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
<b>22.0</b>	<b>NO WAIVER OF RIGHTS</b> Neither the inspection by the BHEL or any other official, employee or agent nor any order by BHEL for payment of money or any payment for or acceptance of the whole or any part of the scope under this contract by BHEL, nor any extension of time, nor any possession taken by BHEL shall operate as a waiver, of any provision of the contract or of any power herein reserved to BHEL or any right to damages herein provided nor shall any waiver of any breach in the contract / order be held to be a waiver or any other subsequent breach.
<b>23.0</b>	<b>MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)</b> When the tests have been satisfactorily completed at the contractor's work, the Engineer shall issue a certificate to that effect within fifteen (15) days after completion of test, but if the tests were not witnessed by the engineer or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Engineer. No plant / equipment shall be transported before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate, shall not bind BHEL to accept the plant / equipment should it, on further test after erection, be found not to comply with the order / contract provisions.
<b>24.0</b>	<b>PACKING</b>
24.1	The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
24.2	The packing shall be capable of withstanding the rigours of transit and handling at various points / ports.
24.3	In case of shipment by sea the packing shall be sea worthy of international standard.
24.4	Packing list shall also be submitted along with advance set of documents for claiming payment indicating following.  Packing size. Gross weight and set weight of each package.
<b>25.0</b>	<b>SHORTAGE/ DAMAGE</b>
25.1	In case of shortages/ damages noticed on receipt of materials at site, the contractor should replenish the same immediately. Replenishment of damages arising out of faulty and insufficient packing will be to the cost of contractor and shortages out of sound cases, if not accepted by under writer, will have to be replenished free of cost by the contractor.
25.2	In case of faults, deficiencies in materials, components assemblies, subassemblies etc, these are to be supplied free of cost to enable the equipment to be put in order.
<b>26.0</b>	<b>INTER-CHANGEABILITY</b>
26.1	All similar components / parts of similar equipment supplied shall be interchangeable with one another.
26.2	Even though all the work and materials necessary to the satisfactory completion of the works may not be detailed in the specifications and schedules, their cost will be considered to be within the order / contract and no extra charges will be accepted.
<b>27.0</b>	<b>DEFAULT BREACH OF CONTACT, INSOLVENCY AND RISK PURCHASE</b>
27.1	If the contractor fails to deliver the equipment / plant or any instalment thereof within the period (s) fixed for such delivery or at any time repudiates or otherwise abandons the order /contract before expiry of such period or otherwise fails to perform the order/contract or commits any breach of the order / contract not herein specifically provided for or if the contractor being an individual or if a firm on a partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time composition under any insolvency Act for the time being in force or make any assignment of the order / contract or enter into any assignment of the order/contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the partnership Act or if the contractor being a company is wound up voluntarily or by order of a court or a Receiver. Liquidator or Manager on behalf of the debenture holders/ creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder / creditors to appoint a receiver, liquidator or manager, BHEL

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	<p>without prejudice to his right to recover any expenses, losses or damages to which BHEL may be put to incur or sustain by reason of the contract shall be entitled to cancel the order/contract on whole or portion thereof without compensation to contractor and if so desires, he may procure upon such terms and in such manner as he deems appropriate items not so delivered or others of a similar description where items exactly complying with particulars are not, in the opinion of BHEL, which shall be final, readily procurable, at the risk and cost of the contractor and the contractor shall be liable to BHEL for any excess costs provided that the contractor shall continue the performance of the order/contract to the extent not cancelled under the provisions of this clause. Provided also that the contractor shall not be entitled to any gain on repurchase etc.</p>
27.2	<b>NEGLIGENCE</b>
	<p>If the Contractor shall neglect to execute the work with due diligence and expedition or such refuse or neglect to comply with any reasonable orders given to him in writing by BHEL in connection with the work, or shall contravention the provisions of the contract BHEL may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of, Should the Contractor fail so comply with such notice within a period considered reasonable by BHEL from the date of such notice service thereof, in the case of a failure, neglect or contravention capable of being made good within that time, or otherwise within such time as may be in the opinion of BHEL be reasonably necessary for making it good, then and in such cash BHEL shall the option and be at liberty to take the work wholly or in part, out of the Contractor's hand and may carry on the work envisaged in the Contract either by himself or his agents or may re-contract with any other person or person to execute the same or any part thereof and provide, as applicable, any other materials, tools, tackle or labour for the purpose or completing the works or any parts thereof. In such event BHEL shall without being responsible to the Contractor for normal wear and tear or the same, be entitled to seize and take possession and have free use of all materials, tools, tackle, or other things which may be on the Site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same and BHEL shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid . If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess.</p>
28.0	<b>FORECLOSURE OF CONTRACT</b>
	<p>If at any time after acceptance of the Tender the owner/BHEL shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, BHEL shall give notice in writing to that effect to contract and the Contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the work. The contractor shall have no claim for compensation against certificate vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period. BHEL may then deducted the amount from any money due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy BHEL of such claims.</p>
30.0	<b>ASSIGNMENT AND SUB-CONTRACTING</b>
30.1	<b>ASSIGNMENT</b>
	<p>The Contract shall not assign or transfer the Contract or any part thereof or any benefit or any obligation thereof or interest therein or there under (otherwise than by a charge in favour of the Contractor's Bankers of and moneys due to become due under this contract) without the prior written consent of BHEL.</p>
30.2	<b>SUB-CONTRACTING</b>
	<p>Subcontracting of work, normally should not be permitted. However in case of unavoidable instances, the contractor may, after informing BHEL and getting his written approval along with approval of the owner, assign or subcontract any part of the contract other than for raw materials, for minor details or any part of the plant for which details or any part of the plant for which makes are identified in the contract. BHEL shall not be liable in any way, in case such approval for sub-contracting is not permitted by the owner. Sub-contractor of the equipment not identified in the contract or any change in the identified sub-contractor shall be subject to approval by BHEL and the owner. The experience list of the equipment sub-contractor under consideration by the contractor for this contract shall be furnished to</p>

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	<p>BHEL, for approval prior to procurement of all such items / equipment such assignments/ subcontracting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of BHEL and the purchaser shall be null and void. For components/equipments procured by the contractor for the purposes of the contract after obtaining written approval of BHEL/ the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by his subcontractor alongwith their proposals. The quality plans called for from the subcontractor shall set out during the various stages of manufacture and installation, the quality practices and procedures followed by the sub-contractor quality control organisation, the relevant reference documents, standards used, acceptance levels inspection of documentation raised, etc. Such quality plans of the sub-contractor shall be discussed and finalised in consultation with BHEL and shall form a part of the contract between the contractor and the sub-contractor, The contractor along with the subcontractor and BHEL shall furnish a joint undertaking to the owner for guaranteed performance or the equipment and subsystems. The contractor should desist from seeking approval for two-tier sub-contracting which may not be permitted by BHEL/the owner.</p>
<b>31.0</b>	<b>FORCE MAJEURE</b> The Following shall amount to force majeure.
31.1	Acts of God, acts of any Government, war, sabotage, riots civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the contractor has no control.
31.2	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period or time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports of BHEL in writing the causes or delay and contractor shall not be eligible for any compensation.
<b>32.0</b>	<b>RISK IN STORES</b> The contractor shall perform the order / contract in all respects in accordance with the terms and conditions thereof. The equipment / plant and every constituent part thereof, whether in the possession or control of the contractor his agents or servants or a carrier, or in the joint possession of the contractor his agent or servants and BHEL, his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer until their delivery to a person specified by the BHEL as inter in consignee for the purpose of despatch to the consignee. The contractor shall be solely responsible for all loss destruction damage or deterioration of or to the plants / equipment / items from any cause whatsoever while the same, after approval by the engineer, are awaiting despatch or delivery or are in the course or transit from the seller / contractor to the consignee or interim consignee as the case may be.
<b>33.0</b>	<b>CONSIGNEE'S RIGHT OF REJECTION</b> Notwithstanding any approval which BHEL or the engineer may have given in respect of the plants / equipment / items or any materials or other particulars or the work or workmanship involved in the performance of the order / contract (whether with or without any test carried out by contractor or the engineer or under the direction of the engineer), and notwithstanding delivery of the same where so provided to the interim consignee, it is shall be lawful for the consignee, on behalf of BHEL, to reject the plants /equipments / items or any part, portion or consignment thereof within thirty (30) days after actual delivery, thereof to him at the stipulated place or destination, if such plants / equipment or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of order / contract whether on account of any loss, storage, deterioration or damage before despatch or delivery or during transit or otherwise, howsoever.
<b>34.0</b>	<b>ARBITRATION &amp; CONCILIATION</b>
34.1	ARBITRATION:
34.1.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 34.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the Power Sector Region issuing the Contract and shall contain the particulars of all claims to



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	<p>be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Region issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English</p> <p>The Arbitrator shall pass a reasoned award.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 34.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.</p>
34.1.2	<p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.</p>
34.1.3	<p>The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.</p>
34.1.4	<p>Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.</p>
34.2	<p><b>CONCILIATION:</b></p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p><b>Notes:</b></p> <p>No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.</p>
34.3	<p><b>No Interest payable to Contractor</b></p> <p>Notwithstanding anything to the contrary contained in any other document comprising in</p>

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	the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
<b>35.0</b>	<b>CONTRACT AGREEMENT, EFFECT AND JURISDICTION</b>
35.1	The contractor shall within 60 days from the date of LOI/P.O. but in any case before submitting his first bill for payment enter into and execute a contract agreement (to be prepared at the cost of the contractor). In the event of the failure of the contractor to execute the contract agreement within the time specified above, BHEL may cancel the LOI and forfeit his SD unless this period is extended by BHEL.
35.2	The agreement will be signed in seven (7) originals and the contractor shall be provided with one (1) signed original and the rest will be retained by BHEL. These General conditions together with the specifications, tenders drawings and technical particulars, tender data with subsequent agreed modification thereof. Tender, all correspondences with BHEL and signed agreement and other supporting documents shall constitute the contract document(s) No variation or modification of terms and conditions of the contract documents or waiver of any of these terms and conditions shall be deemed valid unless agreed in writing and signed by the BHEL and the Contractor.
35.3	The failure of either party to endorse at any time of the provisions of the contract or any right thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to affect the validity of the Contract. The exercise by either by either party or any of his rights herein shall not preclude or prejudice either party from exercising the same or any other right in may have hereunder.
35.4	The contract shall in all respects be deemed to be and shall be construed and shall operate as an Indian contract as defined in the Indian Contract Act 1972 and all payments there under shall be made in Indian Rupees unless otherwise specified.
35.5	The Contract shall be considered to come into force on the date of notification of Award by the BHEL to the Contractor which may be in the form of a Fax. of Award or Letter of Intent / purchase order.
35.6	The contract shall be governed by the law for the time being in force in the Republic of India. Subject to Clause 34.1.1 of this Contract, the Civil Court having original Civil Jurisdiction at Kolkata for PSER, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
<b>36.0</b>	<b>DIRECT TAX</b>
36.1	BHEL shall not be liable towards income tax of whatever nature including variations thereof arising out of this order/contract as well as tax liability of the contractor and his personnel.
36.2	Deductions of tax at source at the prevailing rate shall be effected by BHEL before payment as a statutory obligation.
<b>37.0</b>	<b>PATENT RIGHTS</b>
37.1	The Contractor shall defend any claim which alleges in a suit of proceeding against BHEL that equipment or any part thereof constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance for the defence and the Contractor shall pay all damage and costs awarded against BHEL in such suit or proceeding for the patent infringement and the use of equipment or part is prohibited, the contractor shall, at his own expenses either procure for BHEL the right to continue using the equipment or replace the same with a non-infringing equipment, or modify it so that it becomes non-infringing, or move the equipment and refund the Contract Price plus the transportation and installation costs thereof.
37.2	The contractor shall indemnify BHEL from and against all claims and proceeding for or on account of infringement or alleged infringement of any patent rights, design trade mark or name or other protected rights in respect of execution of the contract.
<b>38.0</b>	<b>INDEMNIFICATION OF BHEL</b>
	The Contractor shall insure all his personnel, tools and tackles, drawings etc. and shall also take a third party liability cover to indemnify BHEL of all liabilities such may come up due to any act or omission on the part of Contractor, his agent, representative, or sub-contractor(s) and cause harm/damage to other contractor / representatives of the owner / BHEL or all or anybody rendering service to the owner/BHEL or is connected with the owner's /BHEL's work in any manner whatsoever. The Contractor shall necessarily indemnify BHEL in all these respects and the indemnification and insurance policy shall be subject to approval of the owner / BHEL.
<b>39.0</b>	<b>PREVENTION OF EXTRAORDINARY TRAFFIC AND PROTECTION OF HIGHWAY</b>
	The Contractor shall use every reasonable means to prevent any of the highways of

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	bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the contractor or any or his sub-contractors and in particulars shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of Plant and material from and to the site shall be limited as far as reasonably possible and so that no damage or injury may be occasioned to such highways and bridges. Should it be found necessary for the Contractor to move one of more loads or construction plant machinery or reconstructed units or parts of units or work as applicable over part of a highway or bridge and that the moving or such load must in all probability damage the damage highway or bridge unless means of protection of strengthening are carried out then the contractor shall before moving the load on to such highway or bridge. Carryout such protection or strengthening at his own cost. If during the execution of the works or at anytime thereafter BHEL or purchaser shall receive any claim arising out of the execution of the works in respect or damage or injury to highways or bridges, he shall immediately notify the same to the contractor and thereafter the contractor shall negotiate the settlement of and pay all sum due in respect of such claim and shall indemnify BHEL in respect thereof and in respect or all claims demands, cost charges and expenses in relation thereto.
<b>40.0</b>	<b>MEMBERS OF STAFF ETC NOT PERSONALLY LIABLE</b>
	Neither any member of BHEL's staff nor the Engineer, nor the Engineer's representative shall be in any way personally liable for the acts or obligations under the contract or answerable for any default or omission on the part of BHEL in the observance or performance of any of the acts, matters, or things which are herein contained.
<b>41.0</b>	<b>POWER TO VARY OR OMIT WORK</b>
41.1	No alternations, amendments, omissions, additions, suspensions or variation of the work (hereinafter referred as "variations") under the contract shall be made by the contractor except as directed in writing by BHEL. But BHEL shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable, as though the said variations occurred in the contract Documents.
41.2	If any suggested variations would in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract he shall notify BHEL thereof in writing and BHEL shall decide forthwith whether or not the same shall be carried out and if BHEL confirms his instruction, the contractor's obligations and guarantee shall be modified to such and extent as may be justified.
<b>42.0</b>	<b>SUSPENSION OF WORK</b>
42.1	BHEL reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provision of the contract. Orders for suspension or reinstatement of the work will be issued by BHEL to the contractor in writing. The time for completion of the work be extended for a period equal to duration of the suspension.
42.2	Any necessary demonstrable costs incurred by the contractor as a result of such suspension of the work will be paid by BHEL, provided such costs are substantiated to the satisfaction of BHEL/owner. BHEL shall not be responsible for any liabilities is suspension or delay is due to some default on the part of the contractor or his sub-contractor.
<b>43.0</b>	<b>LIST OF STANDARDS FOR REFERENCE</b>
43.1	International Standards Organisation (ISO).
43.2	International Electro-technical Commission (IEC).
43.3	American Society of Mechanical Engineers (ASME).
43.4	American National Standards Institute (ANSI).
43.5	American Society for Testing and Materials (ASTM).
43.6	American Institute of Steel Construction (AISC).
43.7	American Wilding Society (AWS).
43.8	Architecture Institute of Japan (AIJ).
43.9	National Fire Protection Association (NFPA).
43.10	National Electrical Manufacturer's Association (NEMA).
43.11	Japanese Electro-Technical Committee (JEC).
43.12	Institute of Electrical and Electronics Engineers (IEEE).
43.13	Federal Occupation Safety and Health Regulations (FOSHA).
43.14	Instrument Society of America (ISA).
43.15	National Electric Code (NEC).
43.16	Heat Exchanger Institute (HEI).
43.17	Tubular Exchanger Manufacturer's Association (TEMA).

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43.18	Hydraulic Institute (HIS).
43.19	International Electro-Technical Commission Publications.
43.20	Power Test Code for Steam Turbines (PTC).
43.21	Application German Standards (AGS).
43.22	Application British Standards (ABS).
43.23	Application Japanese Standards (AJS).
43.24	Electric Power Research Institute (EPRI).
43.25	Standard of Manufacturer's Standardisation Society (MSS).
43.26	Bureau of Indian Standards Institute (BIS).
43.27	Indian Electricity Rules.
43.28	Indian Boiler Regulations (IBR).
43.29	Indian Explosives Act.
43.30	Indian Factories Act.
43.31	Tariff Advisory Committee (TAC) Rules.
43.32	Emission regulation of Central Pollution Control board (CPCB).
43.33	Pollution Control regulations of Dept of Environment Govt of India.
43.34	Central Board of Irrigation and Power (CBIP) Publications.
43.35	Any other statutory Codes/ Standards/ Regulations.
<b>44.0</b>	<b>LIMITATION ON LIABILITY</b> Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Supplier shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries arising out of Risk and Cost, recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

# **SPECIAL CONDITIONS OF CONTRACT**

Supply of 5 Nos Chimney Flue  
Cans/Ducts and Accessories  
(Resins, lamination materials,  
etc.) – Lot#8 for Chimney

For 2x660MW  
Maitree Project  
Rampal



**BHARAT HEAVY ELECTRICALS LIMITED**

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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
<b>1.0</b>	<b>NAME OF JOB</b>
1.1	Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, lamination materials, etc.) – Lot#8 For Chimney Package at 2X660 MW Maitree Rampal Project, Bangladesh
<b>2.0</b>	<b>BROAD SCOPE OF WORK</b>
2.1	The scope of work covers Supply of GRP flue liner of 5 nos Chimney Flue Can/Duct and accessories as listed in Annexure-A from India to Maitree Site, Bangladesh.
2.2	Transportation of materials on DDP (Delivery Duty Paid) site basis and door delivery of materials at Maitree site, Bangladesh. Collection of goods from Barge and arrangement to transport the same to Site store/storage yard in trailers shall be in the scope of successful bidder. However unloading at Site store/storage yard shall be done by BHEL.
2.3	The bidder shall act as “Transporter” of the materials after Transfer of Ownership of the materials at the registered place of the Bidder.
2.4	The bidder 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.
<b>3.0</b>	<b>INSPECTION &amp; JOINT VERIFICATION</b>
3.1	Copy of MDCC and other dispatch document shall accompany with dispatch, failing which the consignment shall not be allowed to enter the project premises.
3.2	MRC shall be issued by BHEL/ owner or their authorized representative after the material is received at site in good condition.
3.3	The successful bidder shall be intimated within 7 days from the date of receipt of the 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.
<b>4.0</b>	<b>INSURANCE</b>
4.1	BHEL/ customer shall arrange comprehensive insurance policy for total supply 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. <b>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.</b>
4.2	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.
4.3	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

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	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.
4.4	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.
4.5	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.
4.6	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.
5.0	<b>DOCUMENTS / INFORMATION REQUIRED</b>
5.1	<p>On dispatch, the following documents are to be submitted along with consignment / during delivery of materials to BHEL Site Store:</p> <ol style="list-style-type: none"> <li>1) Shipping Specification – 2 copies (if applicable)</li> <li>2) Information regarding dimensions, Gr, Wt / Nt. Wt. in specific format as per annexure attached.</li> <li>3) <b>Packing lists</b> (one copy should be submitted along with the consignment, 2 copies in a special packet)</li> <li>4) <b>Transit insurance Intimation</b> to the underwriter.</li> <li>5) <b>Invoice in Original &amp; duplicate in 3 (three) originals.</b></li> <li>6) Full set of <b>Shipping Document (by Barge) in India</b> in 1 (one) original and 3(three) copies marked freight prepaid.</li> <li>7) <b>Warranty Certificate</b> in 1 (one) original as per contract.</li> <li>8) Certificate of Origin Issued by the Manufacturer of the materials shipped in 1 (one) original mentioning merchandise to be of anywhere except Israel.</li> <li>9) <b>Material Despatch Clearance Certificate</b> issued by the purchaser for goods supplied issued prior to the shipment date of goods as applicable.</li> </ol> <p>In case, part item is shipped by road, relevant documents in line with the above list pertaining to road transport, shall be furnished along with consignment / during delivery of materials to BHEL Site Store.</p>
6.0	<b>CONSIGNEE AND OTHER DETAILS</b>
6.1	<p>Consignee for material shall be as mentioned below.</p> <p>Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh</p>
6.2	Notify Party shall be as mentioned below.
6.2.1	<p>BHEL</p> <p>It shall be intimated later.</p>
6.2.2	<p>BIFPCL (OWNER)</p> <p>DGM (C&amp;M) Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh</p>

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	Contact No.: +8801678582730 E-Mail ID: <a href="mailto:epcmainplant@bifpcl.com">epcmainplant@bifpcl.com</a>
6.2.3	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”.
6.3	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-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9333, Bangladesh Contact No.: +8801678582723
6.4	<b>PAYING AUTHORITY</b>
6.4.1	All issues related to invoicing, payment shall be addressed to following <b>Head (Finance)</b> 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.
<b>7.0</b>	<b>DISPATCH</b>
7.1	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.
7.2	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 Barge and arrangement to transport the same to Site store in trailers shall be in the scope of successful bidder. However, unloading at Site store/storage yard shall be done by BHEL. If required, BHEL shall ensure motor able road for transportation of the materials from jetty area to the designated storage yard.
7.3	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.
7.4	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.
<b>8.00</b>	<b>PACKAGING</b>
8.01	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.
8.02	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



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	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.
8.03	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.
8.04	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.
<b>9.0</b>	<b>CUSTOM CLEARANCE</b>
9.1	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.
9.2	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.
9.3	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.
<b>10.0</b>	<b>LAWS AND REGULATIONS</b>
10.1	The Successful bidder agrees and acknowledges that:
10.1.1	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.
10.1.2	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.
10.1.3	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.
10.2	Without prejudice to the generality of the foregoing:
10.2.1	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.
10.2.2	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.

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10.2.3	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.
10.2.4	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.
10.2.5	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.
<b>11.0</b>	<b>COMPLIANCE WITH APPLICABLE LAWS</b>
<b>11.1</b>	<b>Compliance</b>
11.1.1	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.
11.1.2	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.
11.1.3	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.
<b>12.0</b>	<b>Related Compliance Obligations</b>
12.1	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.
12.2	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.
12.3	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).
12.4	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.
<b>13.0</b>	<b>Permits and Licenses</b>
13.1	Successful bidder shall obtain and maintain all consents, permits and licenses (“ <b>Consent</b> ”) 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.
13.2	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

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	construed as (i) relieving the Successful bidder from his obligations under Clause 13.1 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.
13.3	<p>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.</p> <p>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.</p>
13.4	<p><b>SUCCESSFUL BIDDER'S RESPONSIBILITY TO GET ACQUAINTED WITH BANGLADESH LAWS, IMPORT POLICY, ETC.</b></p> <p>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.</p>
<b>14.0</b>	<b>CONTRACT RATE/ PRICE</b>
14.1	Successful bidder shall quote their price in USD as per the format of Price Schedule.
<b>15.0</b>	<b>TENDER EVALUATION</b>
<b>15.1</b>	Bidder to note that Grand Total Price of Price Schedule to be quoted on DDP (Delivery Duty Paid) basis at Maitree Project Site, Bangladesh including all the taxes, custom clearance, transportation but excluding transit insurance (In USD) above shall be considered for evaluation & awarding. As such Total price should be complete in all respect for the full scope defined considering all terms and conditions.
<b>16.0</b>	<b>EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)/PVC/ORC/ MOBILIZATION ADVANCE/IBRA</b>
16.1	<b>EARNEST MONEY DEPOSIT (EMD)</b>
	Not applicable.
16.2	<b>SECURITY DEPOSIT(SD) &amp; PERFORMANCE BOND (PB)</b>
	Security Deposit/Performance Bond is covered under Chimney Contract WO No PSER:SCT:KLN-C1865:19:WO:7219 Date: 02.01.2019 wherein the bidder has submitted a BG of 2% of CV as a consortium partner.
16.3	<b>PVC/ORC</b>
	Not applicable.
16.4	<b>MOBILIZATION ADVANCE/IBRA</b>
	Not applicable.
<b>17.0</b>	<b>TAXES, DUTIES, ETC</b>
17.1	<b>Indian GST: (For Indian Bidders)</b>
17.1.1	<p>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 bidder and shall not be payable extra by BHEL.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>

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17.1.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law, shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
17.1.3	Successful bidder 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 bidder on BHEL for this project/ work.
17.1.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates/ price should be after considering the Input Credit under GST law at bidder's end.
17.1.5	TDS under Income Tax shall be deducted( If/ as and when applicable ) at prevailing rates on gross invoice value from the running bills (RA bills) u/s 194Q of Indian Income Tax Act and Income Tax rules thereof unless exemption certificate from the appropriate authority/ authorities is furnished.
17.1.6	TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills (RA bills).
17.1.7	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 30 of GST Act &amp; Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>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</p>
17.1.8	<p>Successful bidder 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.</p> <p>Portal address- Shall be intimated later  and  Email address – Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
17.1.9	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 bidder, in case such delay is not attributable to BHEL.
17.1.10	In case of raising any Supplementary Tax Invoice (Debit/ Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 33 read with Section 30 of GST Act & Rules referred there under.
17.1.11	Successful bidder 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 bidder shall also ensure prompt delivery of goods after despatch.
17.1.12	Bidder 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 bidder along with interest levied/

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	leviable on BHEL, as the case may be.
17.1.13	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder 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 bidder along with interest levied/ leviable on BHEL.
17.1.14	<p>Bidder, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 40/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 39/2017-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 bidder before, during or after export of goods from India.</p> <p>The bidder shall also issue suitable instruction to their C&amp;F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time.</p>
17.1.15	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.
17.1.16	The successful bidder shall instruct C&F agent engaged by them to ensure mentioning of GSTN of the Bidder 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 bidder.
17.1.17	The C&F Agent engaged by the successful bidder shall be suitably instructed by the bidder to send a copy of the " Shipping Bill ( which shall contain the GSTN of Bidder and Invoice No. of Bidder) and Export General Manifest( EGM)
17.1.18	<p>Way Bill: Successful bidder to arrange for waybill/ e-waybill for any transfer of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants &amp; machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
17.1.19	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.
17.1.20	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.

<b>17.2</b>	<b>Import in Bangladesh: (Applicable for Indian Supplier)</b>
17.2.1	Supplier may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such shall be exempted from payment of Import Duty comprising of Supplementary Duty(SD), Value Added Tax(VAT), Customs Duty(CD), Advanced Income

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	<p>Tax(AIT,) Advanced Tax(AT), Advance Trade VAT(ATV) as per S.R.O-73 dtd. 19-03-1997.</p> <p>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.</p> <p>Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on supplier's documents as above.</p>
17.2.2	<p>Import permit: The supplier shall furnish copy of Invoice (Non Commercial), Packing List and Consignment Note/ Bill of Lading to BHEL, Dhaka Office through their Customs House Agent(CHA) for facilitating arrangement of necessary documents by BHEL from customer.</p> <p>The responsibility of obtaining the Import permit from Office of Chief Controller of Imports and Exports, Bangladesh is of the supplier. BHEL, Dhaka Office shall only facilitate arrangement of the Import Permit. The supplier shall pay the applicable fees and charges in connection with issue of Import Permit.</p>
17.2.3	<p>The supplier shall raise GST Compliant consolidated invoice covering all the charges including Design &amp; Drawing, Manufacturing / Fabrication, Transportation up to Site, Customs Clearance both in Indian and in Bangladesh, Erection &amp; 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 &amp; F Commission, VAT on C &amp; 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</p>
17.2.4	<p>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</p>
17.2.5	<p>Supplier shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below:</p> <p><b>Bill to:</b>  Bharat Heavy Electricals Limited  Power Sector Eastern Region,  Plot No. 9/1, DJ- Block, Sector II  Salt Lake City, Kolkata -700 09</p> <p><b>Ship to / consignee Details: -</b>  Managing Director,  Bangladesh-India Friendship Power Company (Pvt.) Limited  (A Joint Venture Company of Bangladesh Power Development Board (BPDB) &amp; NTPC Ltd.),  Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue,  Eskaton Garden,Dhaka-1217, Bangladesh</p> <p>TIN: 679263372309, BIN: 000305686-0802</p> <p>A/c  Bharat Heavy Electricals Limited  Power Sector Eastern Region  Plot No. 9/1, DJ- Block, Sector II  Salt Lake City, Kolkata -700 091, India</p>
17.2.6	<p>The supplier should correctly and accurately classify all the materials, supplies,</p>

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	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 ( <a href="http://www.bangladeshcustoms.gov.bd/trade_info/operating_center">http://www.bangladeshcustoms.gov.bd/trade_info/operating_center</a> ).
17.2.7	Deleted
17.2.8	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 F.O.R. Site as such and shall be inclusive of all such requirement.
17.2.9	Any Taxes for exporting material from source country & as applicable in the source country shall be on supplier's account. <b>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.</b> 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.  <b>In case of supply from India Supplier to take into consideration applicable, Zero Rated Export Provisions under GST Law.</b>
<b>18.0</b>	<b>COMPLETION PERIOD</b>
18.1	The successful bidder shall supply materials in such a manner that entire supply of material to site gets completed within <b>45 (Forty Five) Days</b> from the date of PO.
<b>19.0</b>	<b>TERMS OF PAYMENT</b> Bills shall be raised at BHEL-PSER, Kolkata & Payment shall be made in USD subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
<b>19.1</b>	<ol style="list-style-type: none"> <li>100% direct payment against receipt of all supply items (from the date of MRC) at site within 30 days. against following documents: -</li> <li>SHIPPING BILL/BILL OF LADING</li> <li>SIGNED COMMERCIAL INVOICE IN ORIGINAL WITH ITEM WISE HSN/SAC NO (1 ORIGINAL PLUS 2 COPIES) FOR 100 PCT VALUE PLUS GST</li> <li>E-Invoice generated from GST Portal ( if required as per Govt of India notification issued by GST Authority )</li> <li>COPY OF INTIMATION TO INSURANCE COMPANY REGARDING DESPATCH.</li> <li>CERTIFICATE OF ORIGIN ISSUED BY RESPECTIVE COUNTRIES CHAMBER OF COMMERCE /APPROPRIATE ISSUING AUTHORITY</li> <li>COPY OF MDCC ISSUED BY BHEL.</li> <li>COPY OF MATERIAL RECEIPT CERTIFICATE (duly Signed by BHEL).</li> <li>In case, part item is shipped by road, relevant documents pertaining to the above list shall be furnished. However, if required separate RA Bills may be raised for part consignments.</li> </ol> <p>(i) No advance shall be paid.</p> <p>(ii) Paying Authority: AGM Finance, BHEL-PSER Kolkata.</p> <p>(iii) Payment shall be made from BHEL PSER Kolkata/HQ in USD.</p>
<b>20.0</b>	<b>LIQUIDATED DAMAGE AND OTHER PENALTIES</b>
20.1	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.

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20.2	The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price (Supply part), including taxes, duties, etc.
20.3	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.
20.4	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.
20.5	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.
20.6	The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.
20.7	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.
<b>21.0</b>	<b>WARRANTY</b>
<b>21.1</b>	The contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible.
<b>21.2</b>	Warranty period shall be 24 Months. Commencement of warranty period shall be from the date of completion of supply of the total consignment as certified by site. Defects if any, found within this period shall be replaced by supplier free of cost within two month of notice.
<b>21.3</b>	This is without any prejudice to the terms & conditions as agreed with the bidder for the Chimney Contract WO No PSER:SCT:KLN-C1865:19:WO: 7219 Date: 02.01.2019 wherein the bidder is the consortium partner for the GRP Flue Can/Duct Portion in the Chimney Package.
<b>22.0</b>	<b>BANK CHARGE</b>
	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.
<b>23.0</b>	<b>OTHER TERMS</b>
	All other terms & conditions of this specification shall be governed by the pertinent provisions of this tender, as applicable along with applicable part of TS/Drawings of WO No PSER:SCT:KLN-C1865:19:WO:7219 Date: 02.01.2019.



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2x660 MW Maitree Site, Rampal Bangladesh				
Annexure A_Lot#8_Revised				
Item List of Flue Can Liners & Accessories				
SI No	CAN no.	Size mm	UOM	Quantity
<b>A</b>	<b>Flue Can Mark Nos</b>			
1	CAN ID no. MK-1-2-2 (Unit 2)	7300	SQM	186.501
2	CAN ID no. MK-1-4-2 (Unit 2)	7300	SQM	166.166
3	CAN ID no. MK-4-8-2 (Unit 2)	7660	SQM	112.864
4	CAN ID no. MK-1-14-2 & MK-2-1-2 (Unit 2)	7300	SQM	180.485
5	CAN ID no. MK-2-13-2 & MK-3-1-2 (Unit 2)	7300	SQM	180.485
<b>B</b>	<b>Accessories</b>			
	<b>LAMINATION KIT (GLASS MATERIAL)</b>			
24	CARBON VEIL 30 g/m2		SQM	250
25	SURFACE MAT 30 g/m2		SQM	435
26	CSM (P) - 450 g/m2 (Mats)		KGS.	1425
27	WOVEN ROVING - 800 g/m2		KGS.	1015
28	TINUVIN 326 (UV Inhibitor / Absorber)		KGS.	2
	<b>LAMINATION KIT (RESIN)</b>			
23	<b>DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN</b> 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)		KGS.	820
23	<b>DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN</b> 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)		KGS.	820
23	<b>DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN</b> 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)		KGS.	820
24	<b>DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN</b> 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)		KGS.	820
25	<b>DERAKANE™ 510 B-400 EPOXY VINYL ESTER RESIN</b> 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each MS Drum 230.00 Kgs.)		KGS.	920
26	<b>NARTOL N-3 (ACCLERATOR 3%)</b> (02 Nos. Plastic Jerrycan Packed on 1 No. Wooden Pallet)		KGS.	50

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B	GENERAL INFORMATIONS ABOUT THE TENDERER
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D	ANALYSIS OF SIMILAR JOBS EXECUTED/ IN PROGRESS
E	MONTHWISE MANPOWER DEPLOYMENT PLAN
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G	ANALYSIS OF QUOTED RATE
H	CHECKLIST OF GENERAL PARTICULARS
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M	PROFROMA OF MONEY RECEIPT AGAINST FINAL BILL PAYMENT
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Q	BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND
R	BANK GUARANTEE FOR ADVANCE
S	BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL.
T	BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHED/LIQUIDATED DAMAGES AMOUNT
Form No: F-02 (Rev 00)	DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
Form No: F-05 (Rev 00)	DECLARATION FOR RELATION IN BHEL
Form No: F-06 (Rev 00)	NON DISCLOSURE CERTIFICATE
Form No: F-07 (Rev 00)	BANK ACCOUNT DETAILS FOR E-PAYMENT
Form No: F-25 (Rev 00)	POWER OF ATTORNEY FOR SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

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**ANNEXURE - A**  
**DECLARATION SHEET**

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the project site, namely, \_\_\_\_\_ site, under specification no PSER:SCT:\_\_\_\_\_, issued by BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-EASTERN REGION, KOLKATA, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

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

1. Volume I/ Volume-IA/ Volume-IB/ Volume-IC/ Volume-ID/ Volume-IE/ Volume-II/ Volume-III of tender specification.
2. Other sections, annexures, schedules, documents etc.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL's website ([www.bhel.com](http://www.bhel.com) or [www.jantermanter.com](http://www.jantermanter.com)) and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall prevail only.

I/we, further certify that Sri \_\_\_\_\_ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I have deposited/forwarded herewith the earnest money deposit in the form prescribed and as stipulated towards earnest money deposit for a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide BHEL cash receipt No \_\_\_\_\_, dated \_\_\_\_\_, Call deposit no \_\_\_\_\_, dated \_\_\_\_\_, Demand draft no \_\_\_\_\_, dated \_\_\_\_\_, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) mentioned above, shall make up the security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, Power Sector - Eastern Region, DJ-9/1, Sector-II, Salt Lake, Kolkata - 700 091.

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

Date : \_\_\_\_\_ Tenderer:  
Place: \_\_\_\_\_ Address:

**Witnesses with their addresses**

Signature      Name      Address

1.

2.

3.

Authorised representative's signature with name and address.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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**ANNEXURE - B**  
**GENERAL INFORMATION ABOUT THE TENDERER**

**FORMAT I - ORGANISATION STRUCTURE**

1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

2. Details of staff presently on permanent roll of organisation

A1	Name of site incharge	
A2	Qualification and experience	

b) Engineering staff:

Sl no	No of Officials	Designation	Specialists, if any (indicate the area of specialisation)	Qualification with experience	State no, proposed to be deployed	Remarks if any
1	2	3	4	5	6	7

c) Details of technical staff:

Sl no	Category	Total no on roll	Nos proposed to be deployed at site for this job
1	Supervisors/Foreman		
2	Storekeepers		
3	Crane Operators		
4	Compressor Operator		
5	Mill Wright Fitter		
6	Mill Fitters		
7	Instrument Fitter		
8	Electrician		
9	Sarang		
10	Rigger		
11	Carpenter		
12	Painter		
13	Tinsmith		
14	Sheet metal fabricator		
15	Pipe fabricator		
16	Cable jointing		
17	Light Vehicle Driver		
18	Heavy vehicle Driver		
19	Others		

d) Please indicate how you propose to ensure quality of work at site.

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**FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE**

1. Accommodation

a) For Engineers/supervisors/other staff

Sl no	Category	Type of accommodation	Facilities provided	Remarks

b) No of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen.

2. Medical

3. Conveyance

4. Other amenities

Signature of the tenderer

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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**ANNEXURE - C**  
**PROFORMA OF FINANCIAL VIABILITY**

1. Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - a.
  - b.
  - c.
3. Value of fixed assets of the business in last three years.
  - a.
  - b.
  - c.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any) enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets).
7. Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

Note: All the above documents should be duly certified by auditors /bank as may be applicable.

Note

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All the above documents should be duly certified by auditors/bank as may be applicable.

Signature of the tenderer

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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**ANNEXURE - D**

**ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS**

SI no	Agency by whom awarded	Location of project	Capacity and unit no	Scope of work and tonnage	Date of award	Contract value in Rs lac	%age work completed & due date for completion	Date of completion if job is already over	No of skilled / unskilled workers deployed	No of engineer & supervisor deployed	Details of major T&Ps deployed	Consumables
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of the tenderer

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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**ANNEXURE – E**

**MONTHWISE MANPOWER DEPLOYMENT PLAN**  
**[INDICATE NO OF PERSONS TO BE DEPLOYED IN EACH MONTH]**

SL NO	CATEGOR Y	MONTH 1	MONT H2	MONT H3	MONT H4	MONT H5	MONT H6	MONT H7	---- SO ON				

Signature of the tenderer



<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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**ANNEXURE – F**

**STATUS OF T&P AND DEPLOYMENT PLAN**

**F1. STATUS OF TOOLS AND PLANTS**

SL NO	NAME OF EQUIPMENT	QTY OWNED	REGISTRATION NO WHEREVER APPLICABLE	DOCUMENTS ENCLOSED FOR PROOF OF OWNERSHIP	PRESENT LOCATION	QTY PROPOSED TO BE DEPLOYED FOR THIS JOB

Signature of the tenderer

**F2. MONTHWISE TOOLS & PLANTS DEPLOYMENT PLAN**  
**[INDICATE NO OF PERSONS TO BE DEPLOYED IN EACH MONTH]**

SL. NO.	CATE GORY	MONT H-1	MONT H-2	MONT H-3	MONT H-4	MONT H-5	MONT H-6	MONT H-7	----SO ON			

Signature of the tenderer

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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**ANNEXURE – G**

**ANALYSIS OF QUOTED RATE**

Sl no.	Description	Percentage of quoted rate	Remarks
1	Salary & wages of staff and workers		
2a	Consumables		
2b	Gases		
2c	Welding Electrodes		
2d	P.O.L.		
	Others		
3	Depreciation and maintenance for T&P		
4	Depreciation and Maintenance for other items		
5	Establishment and administration expenses of site		
6	Overheads		
7	Profit		

Signature of the tenderer

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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### **ANNEXURE – H**

#### **CHECKLIST OF GENERAL PARTICULARS**

Note: Tenderers are requested to fill in the following details and no column should be left blank.

01. Name and address of the tenderer :
02. Telegraphic/Telex address :
03. Phone no/FAX no (Office) :
04. Details about type of the firm/company :
05. Name and designation of the official of the tenderer :
06. Attested copy of the Power of Attorney :
07. Tenderers proposal no and date :
08. Whether EMD submitted and submission details :
09. Declaration sheet (in the format of Annexure-A) :
10. Details of experience (in the format of Annexure-D) :
11. Monthwise & categorywise manpower deployment plan (in the format of Annexure-E) :
12. Status of T&P and monthwise deployment plan (in the format of Annexure-F) :
13. Financial status (in the format of Annexure-C) :
14. Valid Income tax clearance certificate :
15. Analysis of rate quoted (in the format of Annexure-G) :

Date .....

Signature of the tenderer  
(with company seal)

Witness (signature with full particulars)

1.

2.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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### **ANNEXURE – I**

#### **TIE-UP FORMAT/ CONSORTIUM AGREEMENT FORMAT**

(To be executed on Rs. 10/- Non – Judicial Stamp Paper)

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

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

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader and will be responsible for the entire works.
3. The First Party shall undertake the following part(s) of work detailed in the NIT namely;  
\_\_\_\_\_
4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely;  
\_\_\_\_\_.
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.

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6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule.
7. The parties hereby agree that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Devices (MMDs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed inters between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

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

WITNESS

For

1. NAME
2. OFFICIAL ADDRESS

(FIRST PARTY)

WITNESS

For

1. NAME
2. OFFICIAL ADDRESS

(SECOND PARTY)

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

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**ANNEXURE – J**

**PROTOCOL FOR ISSUE/ RETURN OF TOOLS & PLANTS  
INCLUDING ACCESSORIES TO/ BY SUBCONTRACTOR**

DESCRIPTION OF TOOLS & PLANTS:

NAME OF SUBCONTRACTOR:

LOI/WORK ORDER REFERENCE:

NATURE OF ISSUE AS PER CONTRACT: - FREE/CHARGEABLE

ISSUE OF TOOLS & PLANTS INCLUDING ACCESSORIES

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ HR \_\_\_\_\_ MIN

REMARKS/OBSERVATIONS REGARDING CONDITION OF ITEM AT THE TIME OF ISSUE FROM  
BHEL TO SUBCONTRACTOR:

-----  
(SIGNATURE OF  
BHEL'S REPRESENTATIVE)

-----  
(SIGNATURE OF  
SUBCONTRACTOR'S REPRESENTATIVE)

**RETURN OF TOOLS & PLANTS INCLUDING ACCESSORIES**

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ HR \_\_\_\_\_ MIN

REMARKS/OBSERVATIONS REGARDING CONDITION OF ITEM AT THE TIME OF RETURN TO  
BHEL BY SUBCONTRACTOR:

-----  
(SIGNATURE OF  
BHEL'S REPRESENTATIVE)

-----  
(SIGNATURE OF  
SUBCONTRACTOR'S REPRESENTATIVE)

COMMENT, IF ANY, OF BHEL'S ENGINEER-IN-CHARGE:

(SIGNATURE OF BHEL'S ENGINEER-IN-CHARGE)

[NOTE: PROTOCOL TO BE SIGNED IN TRIPLICATE. TWO COPIES TO BE RETAINED BY BHEL  
AND 3RD COPY TO BE HANDED OVER TO SUBCONTRACTOR'S REPRESENTATIVE]

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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**ANNEXURE – K**

**REQUEST FOR ISSUE OF `C' FORM**

Head (Finance)  
Bharat Heavy Electricals Limited  
Power Sector - Eastern Region,  
Plot no - 9/1, Block - DJ, Sector - II, Karunamoyee  
Salt Lake City,  
KOLKATA – 700091.

Dear Sir,

Sub: Request for Issue of `C' Forms

We request you to issue to us “C” forms for the invoices for which following details are being given herewith.

1. Invoice number and date
2. Items Description
3. “C” Form value
4. LR / RR / GR number and date.

We are enclosing herewith Photocopies of Bill / invoice and LR/RR/GR.

Thanking you,

Yours faithfully,



<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
<b>TENDER NO. PSER:SCT:KLN-M2150:22</b>		
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**ANNEXURE – L**

**FORM FOR GETTING PAYMENT THROUGH RTGS (REAL TIME GROSS SETTLEMENT)**

01. Name of Vendor
02. Address
03. Vendors Bank A/c Name
04. Vendors Bank A/c No.
05. Name of Bank
06. Name of Branch
07. Branch Phone No.
08. City
09. IFSC Code of the Branch

The charges if any for the payment through RTGS may be recovered from the Bill submitted by us.

Signature of the Authorised  
Representative of Vendor with date & seal

Confirmation by Banker  
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed.



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## **ANNEXURE – N**

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

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_<sup>2</sup> dated \_\_\_\_\_<sup>2</sup> valued at Rs. ....<sup>2</sup> ( Rupees -----<sup>2</sup> for <Nature of the Work><sup>3</sup> (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely 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(s) 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 Contractor(s) shall have no claim against us for making such payment.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_<sup>5</sup> or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>6</sup>, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- b) This Guarantee shall be valid up to .....<sup>8</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

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

(Signature of Authorised signatory)

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

**1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

**2. 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.

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- 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.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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### **ANNEXURE – O**

### **BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> 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.....dated .....<sup>2</sup> valued at Rs.....<sup>2</sup> ( Rupees -----)for <Nature of Work><sup>3</sup> (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 -----)<sup>4</sup> 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. \_\_\_\_\_.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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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 the .....bank 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.....<sup>5</sup> 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.



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Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) 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:

- d) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- e) This Guarantee shall be valid up to .....<sup>8</sup>
- f) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

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<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

**3. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

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

- c. 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.
- d. 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.

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**ANNEXURE – P**

**PROFORMA FOR CONTRACT AGREEMENT**

Agreement No : PSER:SCT:                      Date:

Name of the work                      :

Name of the                      :  
contractor with  
full address

Amount of tender                      : Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Telex of intent No                      : PSER:SCT:                      , dated

Work order No : PSER:SCT:                      , dated

Time allotted for : \_\_\_\_ (                      ) months from start of work  
completing work

FOR CONTRACTOR

FOR BHARAT HEAVY ELECTRICALS LTD

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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### **CONTRACT AGREEMENT**

Agreement No: PSER:SCT: \_\_\_\_\_, Dated: \_\_\_\_\_

1. This agreement made this day the \_\_\_\_\_, 200\_\_ between Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Calcutta -700 091, having its registered office at BHEL House, Siri Fort, New Delhi 110 049 (hereinafter called the FIRST PARTY) of one part and Messers \_\_\_\_\_ called the "CONTRACTOR") of the second part.
2. Whereas the first party is desirous of executing the work of \_\_\_\_\_, more particularly described in the appendices including specifications attached herewith.
3. Whereas in pursuance of the said contractor's tender having been accepted, the first party has decided to give the above said work to the contractor.
4. Whereas the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules appendices, Letter of intent, Work order and specifications (hereinafter referred as the said contract rate).
5. AND WHEREAS THE SAID contractor has furnished a Bank Guarantee No \_\_\_\_\_, dated \_\_\_\_\_, for a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from M/s \_\_\_\_\_ Bank, Branch \_\_\_\_\_, valid upto \_\_\_\_\_ towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of the value of each running bill till the full security deposit is made up/full security deposit for the satisfactory completion and performance of the work and whereas the validity of the said bank guarantee has to be extended by the contractor, if so required before \_\_\_\_\_ for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the Bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
6. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate, as also of agreement of good and faithful service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.
7. That the said contractor will perform the aforesaid work subject to the condition contained in these presents, instructions to tenderers, general and special condition of contract and the contract document attached herewith including the said schedules, specifications, appendices, Letter of intent, Work order attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined, the specifications and conditions of contract, appendices, schedules, Letter of intent, Work order, drawings etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.
8. That the said contractor shall carry out the complete execution of the said work to the entire satisfaction of the engineer within the agreed time schedule.
9. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at the said contract rate and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
10. That the contract shall come into force with retrospective effect 200\_\_, the date which the letter accepting the tender (Letter/Telex of Intent) has been issued to the said contractor. However start of work shall be as defined in the tender specification.
11. That whenever under this contract or other wise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.

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12. That all charges on account of octroi, terminal and sales tax or other duties on materials obtained for the works shall be borne by the said contractor.
13. That is agreed between the parties that the non - exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, POWER-SECTOR, EASTERN REGION, CALCUTTA - 700 091.
15. The documents hereto attached viz:
- (1) BHEL's tender specification No: \_\_\_\_\_.
- (2) Contractor's offer No: \_\_\_\_\_, dated \_\_\_\_\_.
- (3) BHEL's TOI/LOI No: \_\_\_\_\_, dated \_\_\_\_\_.
- (4) Contractor's unqualified acceptance letter no: \_\_\_\_\_, dated \_\_\_\_\_ of BHEL's TOI/LOI.
- (5) BHEL's Work Order No: \_\_\_\_\_, dated \_\_\_\_\_.
- (6) Contractor's unqualified acceptance letter no \_\_\_\_\_, dated \_\_\_\_\_ of above BHEL's Work Order.
- and others, if any.
- shall also form part of the contract agreement.
16. In witness hereof the parties have respectively set their signature in the presence of:

FOR CONTRACTOR

WITNESS

1.

2.

FOR BHARAT HEAVY ELECTRICALS LIMITED

WITNESS

1.

2.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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### **ANNEXURE – Q**

## BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region<sup>1</sup>> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.-- ----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

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

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the

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contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < **Name of place**> only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

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

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
<b>TENDER NO. PSER:SCT:KLN-M2150:22</b>		
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(Name of the Bank)

Signed for and on behalf of the Bank

(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
  - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
  - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
  - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
  - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
  - PSNR : Delhi
  - PSER : Kolkata
  - PSWR: Nagpur
  - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.



<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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## ANNEXURE – R

### BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>1</sup> (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No.....dated .....<sup>2</sup>valued at Rs.....( Rupees -----) for <Nature of Work> <sup>3</sup>(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 -----)<sup>4</sup> 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 -----).

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
<b>TENDER NO. PSER:SCT:KLN-M2150:22</b>		
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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 the .....Bank 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.....<sup>5</sup> and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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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 the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) 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:

- g) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- h) This Guarantee shall be valid up to .....<sup>8</sup>
- i) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

*Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.*

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> NAME OF VENDOR /CONTRACTOR / SUPPLIER

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

5. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

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

- e. **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.
- f. **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.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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### ANNEXURE – S

#### **BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier).having its registered office at \_\_\_\_\_ <sup>1</sup> (hereinafter referred to as the 'Contractor/Supplier/Fabricator' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref. No.....dated .....<sup>2</sup> valued at Rs.....( Rupees -----) for <Nature of Work><sup>3</sup> (hereinafter called the 'Contract')

and, the Employer having agreed as per the terms and conditions of the Contract to supply free issue material costing Rs.\_\_\_\_\_ for the manufacture/fabrication of the equipment at the Contractor's site on on furnishing a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees.....)<sup>4</sup> in the manner hereinafter specified for the due safeguard of the free issue material,

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 of Rs ----- ( Rupees -----) without any demur, merely on a demand from the Employer, .

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
<b>TENDER NO. PSER:SCT:KLN-M2150:22</b>		
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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 the .....Bank 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/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.

This Guarantee shall remain in force upto and including.....<sup>5</sup> and shall be extended from time to time for such period as may be desired by Employer.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator 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 the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) 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:

- j) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- k) This Guarantee shall be valid up to .....<sup>8</sup>
- l) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

*Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.*

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
<b>TENDER NO. PSER:SCT:KLN-M2150:22</b>		
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<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

**7. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

**8. In Case of Bank Guarantees submitted by Foreign Vendors-**

- g. 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.
- h. 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.



<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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### **ANNEXURE – T**

### **BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHELD/LIQUIDATED DAMAGES AMOUNT**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup>(hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) incorporated under the .....having its registered office at\_\_\_\_\_ <sup>1</sup>(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>2</sup>valued at Rs.....( Rupees -----) for <Nature of Work><sup>3</sup>(hereinafter called the 'Contract')

The Contractor as per Contract should have completed the work/ supplies under the contract by.....(date). As per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays and the Employer has withheld an amount of Rs .....by way of LD as per the Contract. Now, on the request of the Contractor, the Employer having agreed to release the amount of Rs.....withheld from the Contractor's invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees.....only) <sup>4</sup>

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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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 of Rs ----- ( Rupees -----) without any demur, merely 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 the .....bank 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/ Supplier's liabilities.

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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This Guarantee shall remain in force upto and including.....<sup>5</sup> and shall be extended from time to time for such period as may be desired by 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 the .....<sup>6</sup> (3 months more than the present date of validity of Bank Guarantee) 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:

- m) The liability of the Bank under this Guarantee shall not exceed.....<sup>7</sup>
- n) This Guarantee shall be valid up to .....<sup>8</sup>
- o) Unless the Bank is served a written claim or demand on or before .....<sup>9</sup> (3 months more than the present date of validity of Bank Guarantee) 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.

*Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.*

For and on behalf of  
(Name of the Bank)

Dated.....

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
<b>TENDER NO. PSER:SCT:KLN-M2150:22</b>		
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Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>2</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>3</sup> PROJECT/SUPPLY DETAILS

<sup>4</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>5</sup> VALIDITY DATE

<sup>6</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>7</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>8</sup> VALIDITY DATE

<sup>9</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

**9. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

**10. In Case of Bank Guarantees submitted by Foreign Vendors-**

- i. **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.
- j. **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.

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Form No: F-02 (Rev 00)

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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Form No: F-05 (Rev 00)

### DECLARATION FOR RELATION IN BHEL

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

-----  
To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

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

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

**Tick(✓) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
<b>TENDER NO. PSER:SCT:KLN-M2150:22</b>		
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Form No: F-06 (Rev 00)

## NON DISCLOSURE CERTIFICATE

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

### **NON DISCLOSURE CERTIFICATE**

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

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

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

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

Date:

<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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Form No: F-07 (Rev 00)

### BANK ACCOUNT DETAILS FOR E-PAYMENT

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

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

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



<b>Bharat Heavy Electricals Limited</b> Power Sector –Eastern Region, Kolkata		
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Form No: F-25 (Rev 00)

## POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

**(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)**

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

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

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

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

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

VOLUME-III PRICE SCHEDULE, REV-0						
Supply of 5 Nos Chimney Flue Cans/Ducts and Accessories (Resins, Liquid collector rings, lamination materials, etc.) Lot#8 of Chimney For 2X660 MW Maitree Rampal Project, Bangladesh						
TENDER NO - PSER:SCT:KLN-M2150:22						
SCH-1 : Total Price Schedule						
SI No	Item Description	Item Size	UOM	Quantity	Rate (In USD)	Amount (In USD)
A	GRP (Glass reinforced plastic) Chimney Flue Can (liner) Can Mark Nos					
1	CAN ID no. MK-1-2-2 (Unit 2)	7300 Dia	SQM	186.501		0.00
2	CAN ID no. MK-1-4-2 (Unit 2)	7300 Dia	SQM	166.166		0.00
3	CAN ID no. MK-4-8-2 (Unit 2)	7660 Dia	SQM	112.864		0.00
4	CAN ID no. MK-1-14-2 & MK-2-1-2 (Unit 2)	7300 Dia	SQM	180.485		0.00
5	CAN ID no. MK-2-13-2 & MK-3-1-2 (Unit 2)	7300 Dia	SQM	180.485		0.00
B	Accessories					
	LAMINATION KIT (GLASS MATERIAL)					0.00
6	CARBON VEIL 30 g/m2	NA	SQM	250		0.00
7	SURFACE MAT 30 g/m2	NA	SQM	435		0.00
8	CSM (P) - 450 g/m2 (Mats)	NA	KGS.	1425		0.00
9	WOVEN ROVING - 800 g/m2	NA	KGS.	1015		0.00
10	TINUVIN 326 (UV Inhibitor / Absorber)	NA	KGS.	2		
	LAMINATION KIT (RESIN)	NA				0.00
11	DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)	NA	KGS.	820		0.00
12	DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)	NA	KGS.	820		0.00
13	DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)	NA	KGS.	820		0.00
14	DERAKANE MOMENTUM™ 411-350 EPOXY VINYL ESTER RESIN 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each M. S. Drum 205.00 Kgs.)	NA	KGS.	820		0.00
15	DERAKANE™ 510 B-400 EPOXY VINYL ESTER RESIN 04 Nos. M. S. Drums Packed on 01 No. Wooden Pallet (Each MS Drum 230.00 Kgs.)	NA	KGS.	920		0.00
16	NARTOL N -3 (ACCLERATOR 3%) (02 Nos. Plastic Jerrycan Packed on 1 No. Wooden Pallet)	NA	KGS.	50		0.00
				Total Amount(USD)		0.00
	(AMOUNT IN WORDS : _____)					
1	GST as applicable shall be extra					
2	Transportation, Shipment, Custom handling, etc i.e DDP charges is in the scope of the bidder					
3	The work shall be carried out strictly as per specification description of the items in this schedule and/or engineer's instruction					
4	Bidders total price shall be considered for evaluation unless stated otherwise.					