

**Bharat Heavy Electricals Limited**

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,

Salt Lake City, Kolkata, WEST BENGAL, INDIA

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

23211960

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER. BIDDERS INTENDING TO PARTICIPATE MAY DOWNLOAD FROM WEBSITE.

SEALED OFFERS ARE INVITED FROM **REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED)** THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> OR **HARD COPY MODE ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. 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 NUMBER	PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134) DATE: 08/01/2018
ii	Broad Scope of job	SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH..
iii	DETAILS OF TENDER DOCUMENT:	
a	Volume-I	<u>GENERAL CONDITIONS OF CONTRACT (SUPPLY)</u> <i>Applicable.</i>
d	PART- H	<u>FORMS AND PROCEDURES ETC.</u> <i>Applicable.</i>
e	Volume-IF	<u>SPECIAL CONDITIONS OF CONTRACT (SCC)</u> <i>Applicable.</i>
f	Volume-II	<u>TECHNICAL SPECIFICATION</u> <i>Applicable.</i>
g	Volume-III	<u>PRICE SCHEDULE(PRICED)</u> AND <u>PRICE SCHEDULE(UN PRICED)</u> <i>Applicable.</i>
iv	Issue of Tender Documents	a) Online through e-procurement platform at https://bheleps.buyjunction.in b) From BHEL website (www.bhel.com & www.jantermanter.com) Tender documents can be downloaded from website till due date of submission. <u>Start date 08/01/2018.</u> <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: <u>29/01/2018, Time: 15-00 Hrs.</u> Place : BHEL- Kolkata (Offer to be submitted online through e-procurement platform at https://bheleps.buyjunction.in OR through conventional hard copy bid submission) <i>Applicable</i>
vi	OPENING OF TENDER	Techno-commercial offer will be opened on same day <u>(29/01/2018) at 16-00 Hours</u> , for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender. <i>Applicable</i>

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 : 23398220

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vii	EMD AMOUNT	<i>INR 12,44,754/- or Equivalent in BTK/USD (Exchange rate shall be reckoned as per currency matrix-Placed in file)</i>	<i>Applicable</i>
viii	COST OF TENDER	<i>NIL</i>	<i>Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 24/01/2018 (11:00 HRS) Along with soft version also, addressing to undersigned (in email) as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Not Applicable</i>	<i>Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>IP SHALL BE APPLICABLE . DETAILS OF IEM IS AS UNDER Shri D.R.S Chaudhary, I AS (Retd) Flat No. L-202 & L-203 (1st Floor) ANSAL LAKE VIEW ENCLAVE Shamla Hills Bhopal- 462 013 (M.P)</i>	<i>Applicable</i>
xii	Latest updates	<i>--</i>	<i>Shall be intimated to bidder</i>

2.0 The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company representative of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website(s) for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Best price shall be mentioned in the relevant price schedule only and submitted in separate sealed envelope.** In case of bidders facing any difficulty in downloading the tender from internet website, they should contact this office (DGM, Purchase Phone no. 033-23398224/22). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

3.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

4.0 The EMD may be accepted only in the following forms:

- (a) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (b) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be

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accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such case Valid for atleast six months. EMD of successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Unless specifically stated otherwise, bidder shall have to deposit through Demand Draft/Pay Order/Electronic Transfer in favour of Bharat Heavy Electricals Ltd, payable at Kolkata.

(C) Security deposit shall be submitted as per provision of tender . Security deposit shall cover the Delivery Period plus the guarantee period plus three months notice period prior to release of the same.

d) The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.

5.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

*Offers are invited in two-parts only. Offer to be submitted
Either through conventional hard copy bid submission mode
OR
Online through e-procurement platform at <https://bheleps.buyjunction.in>.*

a) HARD COPY BID SUBMISSION:

In case offer is submitted through hard copy bid conventional; complete set of offer shall be sent to BHEL, PSER, Kolkata as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form.

The offers shall be sent in three separate sealed envelopes as under :--

COVER NO	SHALL CONTAIN FOLLOWINGS:
COVER-I (TECHNO-COMMERCIAL BID)	i) Covering letter of offer. ii) Pre-qualifying documents with all credential documents. iii) Demand Draft etc. towards Cost of Tender (if applicable). i) Un-priced Bid-Unpriced but mentioning only 'QUOTED' / 'UNQUOTED' against each item as per tendered format. ii) Duly filled all annexures iii) References of subsequent correspondences, if any iv) Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. v) Copy of Tender change notice (TCN), if applicable. vi) All supporting documents/ Annexures etc. as applicable. vii) NIT pages along with all volumes/parts of the tender (all pages) viii) No deviation certificate in bidders letterhead as per format given. ix) Part – D : General Terms & Conditions of Reverse Auction
COVER-II (PRICE BID)-	i) Copy of covering letter given in Cover-I ii) Duly filled in Price Schedule(as per tender format).
COVER-III (EMD)	Demand Draft etc. towards EMD as per instruction

b) EPROCUREMENT BID SUBMISSION:

In case offer is submitted online through e-Procurement platform at <https://bheleps.buyjunction.in>, same shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:-
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A. TECHNICAL OFFER	1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Copy of Entire tender documents digitally signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
B. PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
C. UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
D. PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) FOR HARD COPY BIDS**-Above three separately sealed covers shall together be enclosed in a fourth cover (Cover-IV). All the four sealed covers shall be clearly super scribed with COVER NO WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. AND DUE DATE OF SUBMISSION.
- B) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.**
- C) All documents / annexure 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. BHEL shall not be responsible for any missing documents.**
- D) Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation.**

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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below:

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NAME: D.R.S Chaudhary, I AS (Retd)
ADDRESS: Flat No. L-202 & L-203 (1st Floor)
Ansal Lake View Enclave Shamla Hills
Bhopal- 462 013 (M.P.)
EMAIL: dilip.chaudhary@icloud.com

Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. 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."

- 6.0 BHEL reserves the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 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 offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)
- 8.0 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. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 9.0 Validity of the offer shall be for SIX(06) MONTHS from the due date of offer submission (including extension, if any).
- 10.0 Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 11.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification **as per tender**. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 12.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 13.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 14.0 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 bidders in writing for clarification before due date of seeking clarification, 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 submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

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- 15.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 16.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 17.0 **The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
- 18.0 While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 19.0 Taxes and duties shall be as per SCC.
- 20.0 **Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
- 21.0 Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
- 22.0 **Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
- 23.0 *"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.*
- 24.0 *Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*
- 25.0 **The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
- 26.0 *If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*
- 27.0 *Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR SR.ENGINEER /PURCHASE, BHEL, KOLKATA.*

- 28.0** However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.
- 29.0** Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 30.0** Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
- 31.0** "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 web site www.bhel.com".
- 32.0** The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <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.
- 33.0** The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
- 34.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 35.0** Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
- 36.0** Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June,2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50% , margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order. Any Indian Bidder intending to avail the benefits as shall submit the requisite documents as per the aforesaid order".
- 37.0** "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VI 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 date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in 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. "
Any Bidder falling under MSME 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 MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

38.0 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:

- i) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Special Conditions of Contract
- v) Technical Specification
- v) General Conditions of Contract (GCC)
- vi) Forms & Procedures

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website <https://bheleps.buyjunction.in>, www.jantermanter.com, www.bhel.com. As such, all the bidders are requested to be in continuous touch with these websites.

Complete offer to be addressed to, DGM/Purchase or Head/Purchase, BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION, PLOT NO.9/1, BLOCK-DJ, SECTOR-II, SALT LAKE, KOLKATA-700091 clearly mentioning the Tender No. along with latest due date of offer submission.

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

DGM/ (PUR)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> and in website www.jantermanter.com, www.bhel.com & <http://eprocure.gov.in>. As such, all the bidders are requested to be in continuous touch with these websites.

Agency	Contact details
BHEL, PSER, Kolkata	Address DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no 033-2339 8265 (D) / 23398220(D)
	FAX no 033-23211960
	E-mail avijitpan@bhel.in , subrata.sen@bhel.in
M/s Mjunction Services Limited	For E-PROCUREMENT ASSISTANCE & TRAINING, MJUNCTION HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM)

Enclosures:

01. ANNEXURE-I: Pre qualifying Criteria
02. ANNEXURE-II : No Deviation Certificate
03. ANNEXURE-III: Format for seeking clarification
04. ANNEXURE-IV: General Terms & conditions for Reverse Auction
05. ANNEXURE-V: Suspension of business dealing with Suppliers
06. ANNEXURE-VI: Certificate by Chartered Accountant
07. ANNEXURE-VII: Price schedule.
08. Tender documents as per this NIT.

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ANNEXURE - IPRE QUALIFICATION CRITERIA

JOB	SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.
SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
1.1	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 1.87 CRORE OR EQUIVALENT AMOUNT* DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2017 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.
1.2	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.
1.3	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 32 MT OR EQUIVALENT** OF COPPER STRIP(MINIMUM 30X6MM) /BAR(MINIMUM 16MM DIA)/CONDUCTOR(MINIMUM 200 SQMM) TO GOVT./ PSU/ REPUTED ORGANISATIONS THROUGH A SINGLE PURCHASE ORDER IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. OR THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 53 MT OR EQUIVALENT** OF COPPER STRIP(MINIMUM 30X6MM) /BAR(MINIMUM 16MM DIA)/CONDUCTOR(MINIMUM 200 SQMM) TO GOVT./ PSU/ REPUTED ORGANISATIONS THROUGH TWO SEPARATE PURCHASE ORDERS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. BIDDER SHALL HAVE TO SUBMIT RELEVANT DOCUMENTS IN SUPPORT OF THE
2.2	THE BIDDER SHOULD BE MANUFACTURER OF COPPER STRIP/BAR/CONDUCTOR. SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.

NOTE:

A	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
B	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER, ALONG WITH ACCEPTANCE/ APPROVAL OF BIDDER BY CUSTOMER.
C	BIDDERS ALREADY APPROVED BY NTPC OR BIFPCL, AS ON THE LATEST DATE OF TENDER OPENING SHALL BE ELIGIBLE TO PARTICIPATE, SUBJECT TO MEETING THE PQR. HOWEVER, BIDDERS FROM ONLY INDIA OR BANGLADESH CAN PARTICIPATE IN THE TENDER, IN CASE THEY ARE NOT IN THE APPROVED LIST OF NTPC / BIFPCL.
D	*EQUIVALENT AMOUNT MEANS THAT IT IS THE CONVERTED RATES OF OTHER CURRENCY TO INR AS PER CURRENCY MATRIX.
E	**FOR THE PURPOSE OF EVALUATION OF THE PQR, ONE MT OF COPPER STRIP(MINIMUM 30X6MM) /BAR(MINIMUM 16MM DIA)/CONDUCTOR(MINIMUM 200 SQMM) SHALL BE CONSIDERED EQUIVALENT TO 555 METRE OF COPPER STRIP(MINIMUM 30X6MM) /BAR(MINIMUM 16MM DIA)/CONDUCTOR(MINIMUM 200 SQMM)

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 : 23398220

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ANNEXURE - IINO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

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

Sub	No Deviation Certificate.	
Job	SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.	
Ref	1.0	TENDER NO: PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)Date: 08/01/2018
	2.0	Other references (if any).

Dear Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,

(Signature of bidder with Seal)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

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ANNEXURE - IIIFORMAT FOR SEEKING CLARIFICATION

JOB		SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.		
TENDER NO		PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)Date: 08/01/2018		
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

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ANNEXURE-IVTERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. No submission of 'online sealed bid' by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. **In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.**

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

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Supply of Tinned Bare Copper Earthing Conductor 240sqmm
for 2x660 MW

Maitree Super Thermal Power Project

at

Moidara Village, Rampal Upazila,

Bagerhat District, Bangladesh



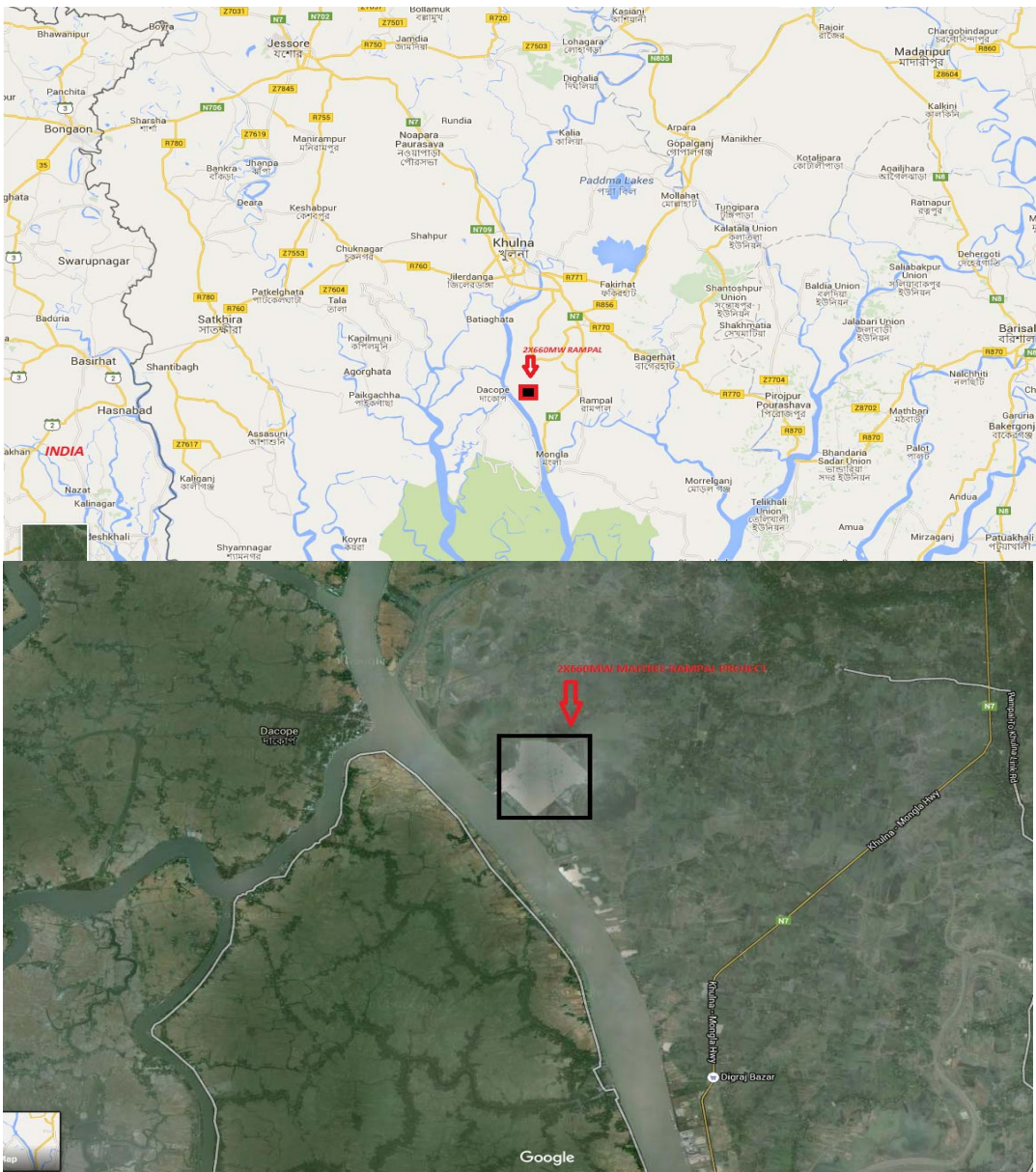
Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector– Eastern Region
Plot–DJ9/1, Sector-II, Salt Lake
Kolkata-700091

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1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	The 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh. The Bidder shall acquaint himself by a visit to the site, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on the Owner. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.  LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT
1.2	APPROACH TO SITE
	The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway. Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh

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1.3	Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED)
2.0	SCOPE OF THE CONTRACT
	The scope of work includes manufacturing, inspection & testing at supplier's works and transportation of Tinned Bare Copper Earthing Conductor 240sqmm to 2x660 MW Maitree Super Thermal Power Project. Unloading of materials at site is purchaser responsibility
3.0	DELETED
4.0	SCHEDULE OF PRICE & VALIDITY OF THE OFFERS
	Price shall be quoted for supply of material including transportation to site. Offer shall be valid for 180 days from date of opening techno- commercial (Part I) of the bid.
5.0	DOCUMENTS TO BE SUBMITTED
5.1	Documents to be submitted along with techno-commercial bid (Part-1): Following documents shall be Submitted along with bid: a) List of major orders executed by the bidder for similar supplies in past five years for DAE/PSU or other reputed firms. Details of Orders with tendered quantity shall be submitted. b) Production capacity (in tones per month). c) List of in-house testing facilities. d) QA Plan followed for Manufacturing & Testing of tendered material. e) Brief Processing Methodology. f) Copy of audited Balance Sheet and Profit & Loss A/c for previous three years g) List of deviations from this specification, if any. In case, there is no deviation, a statement to that effect shall be submitted with the offer
6.0	SHIPMENT
	a. All the material shall be delivered to the delivery address only after obtaining the Material Despatch Clearance Certificate (MDCC) from the purchaser or his authorized representative. b. The supplier shall be fully responsible for protective measures to ensure the safe delivery of the materials. c. No material shall be dispatched without prior written consent of the purchaser or his representative
7.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
	Testing of the materials as per Technical speciation Vol-IIB at supplier's works or Govt. approved laboratory. Materials shall be inspected by the BHEL/BIFPCL or their representative. Purchaser reserves the right to inspect the materials by random selection and will send the sample to the approved laboratory for chemical and mechanical testing. The acceptance shall be on the basis of the satisfactory test result of the samples as per codes. The cost of such tests shall be borne by the supplier.
8.0	INSURANCE
	By BHEL
9.0	DEVIATIONS/ CLARIFICATIONS
9.1	Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with his offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the

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	deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule / format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.
10.0	TIME SCHEDULE/ COMPLETION PERIOD
	Delivery of the items to be completed within 45 days from the date of issue of MDCC (Material Dispatch Clearance Certificate) or 180 days from the date of issue of Purchase Order whichever is earlier.
11.0	PRICE BID, CONTRACT PRICE & EVALUATION OF PRE-QUALIFICATION CRITERIA
	Bidders should quote prices in INR as per price bid (PART-F) of NIT.
12.0	EVALUATION OF PRE-QUALIFICATION CRITERIA
	Technical and financial evaluation will be done as per the Pre-Qualifying criteria mentioned in the tender.
13.0	TERMS OF PAYMENT
13.1	(a) 40% of basic payment shall be released against dispatch of material from registered place of dispatch of supplier. This payment shall be released on submission of the following documents: 1. Indian GST or Bangladesh VAT complaint Invoice in original & duplicate 2. Test certificate in original 3. Copy of Inspection Report (if applicable) 4. MDCC 5. Original copy of Lorry Receipt(LR)/Railway Receipt(RR) in India or Bangladesh, as applicable 5. Packing List 6. Copy of letter, addressed to insurance company intimating dispatch. (b) Balance including Indian GST (after confirmation of credit through GSTN portal)/Bangladesh VAT and other charges, shall be released against receipt of material at site. This payment shall be released on submission of following documents: 1. Bill of Lading, if applicable 2. Bill of Entry Filed with Bangladesh Customs Authority by the Custom House Agent (CHA) of the supplier, if applicable. 3. Undertaking /Certificate issued by owner (BIFPCL) under SR0-73, if applicable 4. Invoice copy 5. Store Receipt Voucher 6. Original copy of Lorry Receipt(LR)/Railway Receipt(RR) in Bangladesh as applicable (c) Payment will be released within 60 days on submission of documents as mentioned above. (d) No advance shall be paid. Payment shall be made on the basis of actual quantity of material received at BHEL's stores/yard. (e) Paying Authority: 1. AGM Finance, BHEL-PSER Kolkata (For Indian Supplier) 2. GM & CM, Maitree STPP site, Bangladesh (For Bangladesh Supplier) All the documents of title i.e. Original LR and RR should be submitted by vendor in case of multi modal transport i.e. part transportation by Lorry (Intra State - From Factory to Railway Siding at origin and Railway Siding to Project Premises at Destination) and part transportation by Railway.

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14.0	TAXES, DUTIES ETC
14.1	Indian GST: (For Indian Bidders)
14.1.1	All taxes excluding GST along with Cess (as applicable) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
14.1.2	GST along with Cess (as applicable) legally leviable & payable by successful supplier as per GST Law shall be paid by BHEL, extra. Hence, supplier shall not include GST along with Cess (as applicable) in their quoted rates/ price. Supplier, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40/2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification issued by any State / Union Territory GST Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to the supplier before, during or after export of goods from India. The supplier shall also issue suitable instruction to their C&F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time.
14.1.3	The successful supplier shall instruct C&F agent engaged by them to ensure mentioning of GSTN of the Supplier in the "Shipping Bill" to be filed by them. Bharat Heavy Electricals Ltd is registered with "Engineering Export Promotion Council of India (EEPC India). The copy of valid Registration Cum Membership Certificate shall be provided to the successful supplier.
14.1.4	The C&F Agent engaged by the successful supplier shall be suitably instructed by the supplier to send a copy of the " Shipping Bill (which shall contain the GSTN of Supplier and Invoice No. of Supplier) and Export General Manifest(EGM)
14.1.5	Successful supplier shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful supplier on BHEL for this project/ work.
14.1.6	Since GST on output will be paid by BHEL separately as enumerated above, supplier's quoted rates/ price should be after considering the Input Credit under GST law at supplier's end.

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14.1.7	TDS under Income Tax, as and where applicable, shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished.
14.1.8	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills (RA bills). However, as on date no TDS under GST is applicable.
14.1.9	Supplier shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN- 19AAACB4146P1ZC Name- Bharat Heavy Electricals Limited Address- Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City , Kolkata -700 091
14.1.10	Successful supplier to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address- Shall be intimated later and Email address – Shall be intimated later. Specific details of above shall be intimated to successful supplier by BHEL at appropriate juncture.
14.1.11	In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful supplier, in case such delay is not attributable to BHEL.
14.1.12	In case of raising any Supplementary Tax Invoice (Debit/ Credit Note), successful supplier shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
14.1.13	Successful supplier shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful supplier shall also ensure prompt delivery of goods after dispatch.
14.1.14	Supplier shall note that in case GST credit is delayed/ denied to BHEL due to delayed/ non receipt of goods and/ or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful supplier along with interest levied/ leviable on BHEL, as the case may be.

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14.1.15	Successful supplier shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Supplier shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful supplier along with interest levied/ leviable on BHEL.
14.1.16	Way Bill: Successful supplier to arrange for waybill/ e-waybill for any transfer of goods for the execution of the contract. Successful supplier has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ successful supplier, if required, shall arrange Way Bill, and BHEL will not supply any Road Permit/ Way Bill for this purpose.
14.1.17	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.
14.1.18	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.
14.2	BANGLADESH VAT (Applicable For Bidder From Bangladesh)
14.2.1	The Supplier shall submit copy of VAT registration Certificate (Musak-8), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
14.2.2	The supplier shall raise Tax Invoice (Challan Patra) as per Rule 16(1) (Musak-11) of the Value Added Tax Rules, 1991 mentioning Name, Address and VAT Registration Number of BHEL site office. Supplier shall note that the Tax Invoice complying with Rule16(1) of the Value Added Tax Rules, 1991 must contain the 'Bill to' and 'Ship to' details as below: BHEL VAT Regn. No. 000761853 NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh
14.2.3	The supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
14.2.4	Suppliers shall quote price excluding Bangladesh VAT.

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	VAT is separately payable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
14.2.5	Value Added Tax Deduction at Source:
14.2.5.1	BHEL shall make deduction of VAT at source (VDS), as / if applicable, from the Running Account Bills of the bidder depending upon the status of the bidder like "Manufacturer", "Trader" or "Procurement Provider" as per the extant provision of the Value Added Tax Act, 1991 read with the relevant Notification issued thereunder. BHEL shall issue VAT Deduction Certificate in "Musak-12kha" to enable the service provider to take credit of the same while paying his Output VAT. Since VAT is separately payable by BHEL as mentioned in clause 14.2.3 & 14.2.4 and since VDS is adjustable by bidder against his output tax, hence Bidder shall quote price excluding Bangladesh VAT..
14.3	Import in Bangladesh: (Applicable for Indian Bidder and Bidder other than Bidder from Bangladesh)
14.3.1	BHEL shall make deduction of VAT at source (VDS), as / if applicable, from the Running Account Bills of the supplier depending upon the status of the supplier like "Manufacturer", "Trader" or "Procurement Provider" as per the extant provision of the Value Added Tax Act, 1991 read with the relevant Notification issued thereunder. BHEL shall issue VAT Deduction Certificate in "Musak-12kha" to enable the service provider to take credit of the same while paying his Output VAT. Since VAT is separately payable by BHEL as mentioned in clause 14.2.3 & 14.2.4 and since VDS is adjustable by supplier against his output tax, hence Supplier shall quote price excluding Bangladesh VAT.
14.3	Import in Bangladesh: (Applicable for Indian Supplier)
14.3.1	Supplier may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-73 dtd. 19-03-1997. Also Regulatory Duty(RD), Advance Trade VAT(ATV) & AIT are exempted / not applicable. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on supplier's documents as above.
14.3.2	The supplier shall raise separate invoice /Debit Note for claiming Ocean Freight (Sl No. 6 of Part-F) and / or any other charges incurred (Sl No. 7 & 8 of Part –F)

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	after goods crossed taxable territory of India and till the goods reached the destination in Bangladesh. The currency of this Invoice shall be Indian Rupees (INR). The charges on account of Ocean Freight and / or any other charges shall include all taxes, duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.
14.3.3	The name of BHEL must appear in the all the export documents including Shipping Bills, Packing List, Certificate of Origin, Export Declaration Form (EDF) to be filed with Indian Customs authority as the "Exporter" and name of the Supplier may appear as the "Manufacturer Exporter". IEC No. of BHEL (0588138690) and BIN No. of BHEL (AAACB4146PFT001) must be used in all export related documents in India.
14.3.4	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.
14.3.5	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.
14.3.6	Supplier shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below: Bill to: - NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091 Ship to / consignee Details:- Elsewhere mentioned in the Tender Document
14.3.7	The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. The supplier may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).
14.3.8	The Supplier shall promptly unload the materials, supplies, equipment, tools and other articles.
14.3.9	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.

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	No extra payment shall be paid by BHEL in this regard. The price shall be FO.R. Site as such and shall be inclusive of all such requirement.
	Any Taxes apart from GST, for exporting material from source country & as applicable in the source country shall be on supplier's account. GST shall be guided by GST clause mentioned elsewhere in the NIT. Also while offering the rates, the supplier may take into account the benefit of input credit provisions, if any 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.
15.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT
15.1	CUSTOMS CLEARANCE
	The vendor shall be responsible for custom clearance for both in India and Bangladesh for 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 Contractor's personnel. 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 Contractor. Further, if the Contractor is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Contractor. The nomenclature and HS code of the goods must same in ARE-1, Excise Invoice, Shipping Bills and all other Export Documents in India and In all Import Documents to be filled by with Bangladesh Customs Authority. Tools and equipment and other equipment of the Contractor for use during construction but which are to remain the property of the Contractor and which are to be exported by the Contractor from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Contractor shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Contractor shall also be responsible for inland transport by barge/ truck/train to the Site.
15.2	TRANSPORTING & HANDLING
	The Contractor shall transport and handle all materials and equipment furnished under these tender, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to determine the availability and capacity of transportation facilities and to make the required arrangements to secure the necessary facilities for the same.
16.0	GUARANTEE / WARRANTY
	6 months from date of final consignment delivery
17.0	EARNEST MONEY DEPOSIT (EMD / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)
17.1	EARNEST MONEY DEPOSIT (EMD
17.1.1	EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. In case of EMD submitted in USD by the successful tenderer, the same shall be converted and adjusted towards the required amount of Security Deposit of 50%. In

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	case of EMD in INR, whole EMD shall be converted into USD as per stipulated selling conversion rate of INR to USD as per State Bank of India (SBI) publication on tender floating date. In case of EMD in BDT, whole EMD shall be converted into USD as per stipulated selling conversion rate of BDT to USD as per Bangladesh Bank publication on tender floating date. Tender cost & EMD can be submitted in INR/ USD/ BDT for this tender. Exchange Rate of currency as available in the web site of Bangladesh Bank on the tender floating/publishing date. If the date happens to be a holiday / or rate is not published, then the exchange rate of next day / next published day will be considered. Irrespective of submission in any of the aforesaid modes, amount of refund of EMD shall be net of submitted EMD less applicable Bank charges.
17.1.2	EMD & Tender cost amount can also be submitted directly by Foreign Bidders (other than Indian bidders) to the followings Bharat Heavy Electricals Limited bank account in Bangladesh- <u>SBI (Branch Address):</u> Dr. Motiar Rahman Tower, 64 KDA Avenue, Tetultola Mor, Shibbari Khulna City Corporation, Khulna-9100. Phone: 88-041-721338 (Direct), 88-041-2831345 Ext. 102 Cell: 8801716-138627, Fax: 88-041-733350. <u>A/C No (USD): 05620257520202</u> <u>A/C No (BDT): :05620257520201</u> <u>SWIFT: SBINBDDH056</u> <u>ROUTING NO: 220471543</u> BHEL's address in Bank A/c- Bharat Heavy Electricals Ltd., Rampal, Bagerhat, Bangladesh.
17.1.3	EMD & Tender cost amount can also be submitted directly by Indian Bidders to the followings Bharat Heavy Electricals Limited bank account in India- 1. SBI (Branch Address:-Commercial Branch, Salt Lake, Sector V, Kolkata, Branch Code SBIN0004289), A/C No. 11107800029, INR Account.
17.1.4	Amount of EMD exceeding INR 20 Lakh may be submitted in the form of Bank Guarantee (INR or equivalent USD).
17.1.5	All other terms & conditions shall be as per GCC.
17.2	SECURITY DEPOSIT(SD)
17.2.1	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
17.2.2	At least 50% of the required Security Deposit, including the EMD, shall be collected in before supply of the material. Balance of the Security Deposit shall be collected

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	by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
17.2.3	All other terms & conditions shall be as per GCC.
17.3	PERFORMANCE BOND
17.3.1	Performance bond is not applicable.
18.0	PV Clause & its applicability:
18.1	Rates should be based on HCL's price of CC Copper Rod 8mm dia @Rs. 4,88,510/-PMT of 01.11.2017 . This is the basic HCL price,Rates based on any other base price shall NOT be acceptable.
18.2	Reference: Price circular no.HCL/HO/MKTG/Cu-P/2017-18 dated: 01-11-2017.
18.3	Applicable rates shall be those of 1-month prior from the month in which delivery is being made e.g., if delivery of Copper Flat is being made in February that the HCL price of 01-January will be taken for operating PV Clause.
18.4	PVC ratio shall be 1:1 per MT PVC ratio other than mentioned above shall not be acceptable.
19.0	LIQUIDATED DAMAGES
19.1	If The successful bidder fails to complete supply within the contractual period, as mentioned in the clause no. 10.0 above, 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 (supply part), including taxes, duties, etc. for delay of each week or part thereof.
19.2	The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price including taxes, duties, etc.
19.3	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.
19.4	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.
19.5	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.

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19.6	The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.
19.7	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.
19.9	All other terms & conditions of GCC shall be applicable.

Annexure- I

1 Special Packing Instructions Prior to Dispatch

Packing (tare) shall be part of the material cost and shall not be subject to return. The packing should ensure integrity and cohesiveness of each delivery batch of material during transportation.

Each package should have the following inscriptions legibly and clearly:

Destination: MSTPP/Bangladesh

Package number: BHEL/MTR/BD/PSER/XXXX/YYYY where XXXX stands for vendor name/code YYYY stands for package sl. no.

Gross and Net weight

Handling marks and the following delivery marking:

BIFPCL,

2X660MW MSTPP, BANGLADESH

EPC CONTRACTOR: BHEL, INDIA

Packing commensurate with international standards and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency.

The packing list has to be checked and certified by the Inspection agency/agencies with due signatures.

No loose items / Gunny bags packing are allowed for shipment.

Routing of Packing Lists: Packing list is an extremely important document, which forms a part of export documentation in connection with the processing of customs formalities.

Excise Attestation at Works: To avoid opening of big cases, if applicable, for examination by customs at port of shipment, the supplying unit may arrange to get the packing cases sealed by local excise authorities/ self-certification and the relevant invoices and packing lists to be endorsed from Superintendent, Central Excise. Bidder to provide "specification of packing with the indication of the number of cargo packages, type of packing and weight of packing in English" along with the packing list.

Marking on the consignment

For each invoice, item wise Mark no. has to be allotted as per guidelines mentioned above. This mark no. shall be put on all the packages of that particular item. However, there can be multiple items in one invoice.

Each package should have the following inscriptions and signs stenciled with an indelible ink legibly and clearly:

Destination:

Package number: BHEL/MTR/BD/XXXXIYYY/ZZZZZ

where XXX stands for Unit abbreviation e.g. HWR , HYD

,EDN, PEM, RPT, PCRI, TBG, PC, JHS,TRY, EPD, ISG etc.

and YYY stands for Vend or abbreviation.

Following series of ZZZZZ should be used by different UnitsHWR

(10000), PCRI (17000), RDP(18000), HYD(20000),

TBG(25000), PEM (30000), TRY(40000), PC(50000), HPVP(

57000), PSER(60000), ISG(70000), BPL(80000), RPT(85000),

EPD (90000), JHS(92000), EDN(95000).

if first package is dispatched from HWR and vendor named as

ABC then package should be numbered as :

BHEL/MTR/BD/HWR/ABC/10001

Gross and Net weight:
Dimensions:
Lifting places:
Handling marks and the following delivery marking:
CONTRACT No. BIFPCL/EPC-MAIN PLANT/2016/01
PURCHASER: BIFPCL, Bangladesh

2. Consignee details, Notify Party, Transportation & Delivery address :

Consignee Address:

Managing Director,
Bangladesh-India Friendship Power Company (Pvt.) Limited,
Level-17, Borak Unique Height,
117, Kazi Nazrul Islam Avenue,
Eskaton Garden,
Dhaka-1217,
Bangladesh

Notify Party:

DGM(C&M)
Bangladesh-India Friendship Power Company (Pvt.) Limited,
Level-17, Borak Unique Height,
117, Kazi Nazrul Islam Avenue,
Eskaton Garden,
Dhaka-1217,
Bangladesh
Contact No.: +8801678582831
E Mail :epcmainplant@bifpcl.com

Delivery Address:

The material should be delivered to Purchaser's Store to the following address :

Site In Charge,
2x660 MW Maitree Super Thermal Power Project,
PO-Kalekharber,
Union-Rajnagar,
Upajila-Rampal,
Dist: Bagerhat-9343,
Bangladesh
Contact No.: +8801678582823

Unloading of material at purchaser's site shall be in purchaser's scope. The supplier shall ensure the item at his own cost for its damage / lost during transportation.

3. Reporting, Clearing & Shipping Documents to be submitted:

- a. The contractor shall provide all official forms and documentary information as shall be needed to satisfy the requirement of Bangladesh customs and the employer/BHEL.
- b. Reporting Documents :
 - a) Bill of Lading – 1 copy
 - b) Shipping Specification – 2 copies
 - c) Quality Certificate – 2 copies
 - d) Packing Lists (One copy should be submitted along with the consignment, 2 copies in a special packet)
 - e) Insurance certificate – 2copies (by BHEL)

c. Clearing Documents :

The bidder shall forward to the Employer/BHEL through their bankers not later

than seven (7) days from the date of sailing for the purpose of clearing the cargo at the point of destination the following documents required :

- a) Negotiable copy of bill of lading – 1 copy
- b) Invoice with item wise prices – 3 copies
- c) Shipping Specification – 3 copies
- d) Copy of Charter Party Approved by Employer/BHEL

d. Shipping Documents :

Simultaneously with the dispatch of the negotiable documents as listed in above the contractor shall also send by air mail eleven (11) sets of non-negotiable shipping documents to the employer/BHEL. The invoices and shipping specification shall bear the insurance cover note number. Each set will comprise the following documents :

- a) The name of the vessel
- b) Port of destination
- c) Description of the cargo(grouped)
- d) Number of cases and/or weight of cargo
- e) Number of cases weighing above 20 tons and their individual weights
- f) Number of bills of lading
- g) Expected date of arrival at the port of destination

The bidder shall so arrange that the master of the vessel will inform the employer/BHEL by cable of the date and time of arrival of the vessel at the port of destination seventy two (72) hours in advance.

The supplier shall furnish the following documents in addition to the above :

- o Invoice addressing BHEL to the consignee in duplicate
- o LR / RR with material description (original)
- o Tax / Excise Invoice in duplicate
- o Material Test Reports for Chemical Composition.
- o Material Test Reports for Mechanical Properties.
- o Shipping bill
- o Custom endorsed proof of exports
- o Other Certificate and Reports if any.

**BANGLADESH-INDIA FRIENDSHIP POWER COMPANY
(PVT.) LIMITED, BANGLADESH**

**2X660 MW MAITREE STPP,
RAMPAL, BANGLADESH**

VOLUME-IIB

**TECHNICAL SPECIFICATION
FOR
BARE GROUND CONDUCTOR FOR BELOW GROUND EARTHING**

SPECIFICATION NO. : PE-TS-421-509-E004, (REV. 00)



**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, UP**

	DOCUMENT TITLE TECHNICAL SPECIFICATION FOR BARE GROUND CONDUCTOR FOR BELOW GROUND EARTHING	SPECIFICATION NO. PE-TS-421 -509-E004	
		VOLUME II B	
		SECTION	
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6.2	DATA SHEET-A	02
6.3	DATA SHEET-C (GUARANTEED TECHNICAL PARTICULARS)	01
6.3	STANDARD QUALITY PLAN	04
TOTAL NO. OF SHEETS INCLUDING COVER SHEETS & SEPARATORS =		23

NOTE: PACKING SHALL BE AS PER "TECHNICAL SPECIFICATION FOR SEAWORTHY PACKING FOR EXPORT JOBS' DOC. NO. PE-TS-888-100-A001

IT IS CONFIRMED THAT OUR TECHNICAL OFFER COMPLIES WITH THE SPECIFICATION IN TOTO & THAT THERE ARE NO TECHNICAL DEVIATIONS.

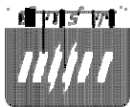
BIDDER'S STAMP & SIGNATURE

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INSTRUCTIONS TO BIDDERS FOR PREPARING TECHNICAL OFFERS

1. Two signed and stamped copies of the following shall be furnished by all bidders as technical offer :
 - a. Unpriced Price Schedule (Annexure-I: to Section-C: BOQ, as enclosed with the specification) with bidder's signature and company stamp.
 - b. A copy of this sheet ("Instructions to Bidders for Preparing Technical Offer"), with bidder's signature and company stamp.
 - c. A copy of previous sheet ("List of Contents"), with bidder's signature and company stamp.
2. No technical submittal such as copies of type test certificates, data Sheets, write-up, drawing, technical literature, etc. is required during tender stage. Any such submission, even if made, shall not be considered as part of offer.
3. Confirmations/ comments (if any) regarding delivery schedules shall be furnished as part of the commercial offer. Any reference elsewhere/ covering letter of technical offer shall not be considered by BHEL.
4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
5. Any changes made by the bidder in the price schedule with respect to the cable description/ quantities, notes etc. from those given in Annexure-I to Section-C of specification [Bill Of Quantities] shall not be considered (i.e., technical description, quantities, notes etc. as per specification shall prevail).

BIDDER'S STAMP & SIGNATURE



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
BARE GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS-421-509-E004

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PREAMBLE

1.0 The tender document contains three (3) volumes. The bidder shall meet the requirements of all the three volumes.

1.1 **Volume-I (CONDITIONS OF CONTRACT)**

This consists of four parts as below :-

- Volume-IA : This part contains instructions to bidders for making bids to BHEL.
Volume-IB : This part contains general commercial conditions of the tender & includes provision that vendor is responsible for the quality of item supplied by their sub-vendors.
Volume-IC : This part contains special conditions of contract.
Volume-ID : This part contains commercial conditions for erection & commissioning site work, as applicable.

1.2 **Volume-II TECHNICAL SPECIFICATIONS**

Technical requirements are stipulated in Volume-II which comprises of :-

- Volume-IIA : General Technical Conditions
Volume-IIB : Technical Specification including Drawings, if any.

1.2.1 **Volume-IIB**

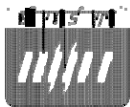
This volume is sub-divided into following sections :-

- Section-A : This section outlines the scope of enquiry.
Section-B : This section provides "Project Information".
Section-C : This section indicates technical requirements specific to the contract, not covered in Section-D.
Section-D : This section comprises of technical specifications of equipments complete with data sheet A and C.

Data Sheet - A specifies data and other requirements pertaining to the Equipment.

Data Sheet - C Indicates data/documents to be furnished after the award of contract as per agreed schedule by the vendor (as applicable).

1.2.2 The requirements mentioned in Section-C / Data Sheets-A of section-D shall prevail and govern in case of conflict between the same and the corresponding requirements mentioned in the descriptive portion in Section-D.



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**TECHNICAL SPECIFICATION FOR
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SPECIFICATION NO. PE-TS- **421**-509-E004

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SECTION A

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SECTION – 'A'

SCOPE OF ENQUIRY



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
BARE GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**SPECIFICATION NO. PE-TS- **421**-509-E004

VOLUME II B

SECTION A

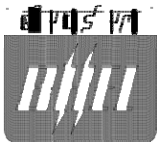
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SHEET 2 OF 2

SCOPE OF ENQUIRY

- 1.0 This specification covers the design, manufacture, inspection and testing at manufacturer's works, proper packing and delivery to site of **Bare Ground Conductor for Below Ground Earthing** as mentioned in different sections of this specification for **2X660 MW MAITREE STPP** at **KHULNA, RAMPAL BANGLADESH**.
- 2.0 It is not the intent to specify herein all the details of design & manufacture. However, the material shall conform in all respects to high standards of design engineering .
- 3.0 The general terms and conditions, instructions to bidders and other attachment referred to elsewhere are hereby made part of the tender specification.
- 4.0 The bidder shall be responsible for and governed by all requirements stipulated hereinafter.
- 5.0 Deviations if any should be brought out very clearly on deviation sheet. Otherwise it will be presumed that the bidder's offer is in line with what has been stated/ asked for in this specification.
- 6.0 The bids shall be in English Language and MKS system of units.



TITLE :

**TECHNICAL SPECIFICATION FOR
BARE GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS-**421**-509-E004
VOLUME NO. : II-B
SECTION : B
REV NO. : 0 DATE : 01.09.2017
SHEET : 1 OF 2

SECTION - 'B'

PROJECT INFORMATION

	TITLE : TECHNICAL SPECIFICATION FOR BARE GROUND CONDUCTOR FOR BELOW GROUND EARTHING	SPECIFICATION NO. PE-TS- 421 -509-E004
		VOLUME NO. 11-B
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Please refer GCC/NIT for Project information.



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
BARE GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

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SECTION C

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SECTION – 'C'

SPECIFIC TECHNICAL REQUIREMENTS

	DOCUMENT TITLE TECHNICAL SPECIFICATION FOR BARE GROUND CONDUCTOR FOR BELOW GROUND EARTHING	SPECIFICATION NO. PE-TS- 421-509-E004	
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1.0 SCOPE OF ENQUIRY

1.1 This enquiry covers the supply of **BARE GROUND CONDUCTOR FOR BELOW GROUND EARTHING** conforming to this specification.

1.2 General technical requirements of the Bare Ground Conductor for Below Ground Earthing are indicated in Section-D. Project specific technical/ quality requirements / changes are listed in Section-C.

1.3 The stipulations of Section-C, followed by those of Datasheet-A shall prevail in case of any shall prevail in case of any conflict between the stipulations of Section-C, Datasheet-A & Section-D.

2.0 BILL OF QUANTITIES:

2.1 Quantity requirements shall be as per Annexure-I (Bill of Quantities (BOQ)) enclosed.

3.0 SPECIFIC REQUIREMENTS:

3.1 Technical:

S. No.	Reference clause No. of Section D (if any)	Specific Requirement/ Change

3.2 Quality/ Inspection:

S. No.	Reference clause No. of Section D (if any)	Specific Requirement/ Change

3.3 Quality Plan applicable for project :

BHEL Standard Quality Plan no. PE-TS-999-509-E004 along with the changes indicated above.
OR
Manufacturer's Quality Plan as approved during detailed engineering stage



DOCUMENT TITLE **TECHNICAL
SPECIFICATION FOR BARE
GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS- **421**-509-E004

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SECTION D - I

REVISION 0

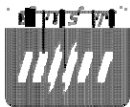
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ANNEXURE – I

**LIST OF DRAWINGS / DOCUMENTS
(REQUIRED TO BE FURNISHED BY SUCCESSFUL BIDDER AFTER
AWARD OF CONTRACT)**

SL. No.	DOCUMENT TITLE	DWG. / DOCUMENT No.	SUBMISSION SCHEDULE
1	Data Sheet for Bare Ground Conductor	PE-V0- 421 -509-E111	Within Two weeks from the date of LOI
2	Cross-sectional Drawings for Bare Ground Conductor & Steel drums.	PE-V0- 421 -509-E112	Within Two weeks from the date of LOI
3	Type Test Procedure for Bare Ground Conductor.	PE-V0- 421 -509-E113	Within Two weeks from the date of LOI
4	Type Test Reports for Tests conducted under this contract (Ref. Cl. 2.4.1.b of section-D)	PE-V0- 421 -509-E114	Within Two weeks from the date of LOI
5	Type Test Reports for Tests conducted under this contract (Ref. Cl. 2.4.1.c & 2.4.1.d of section-D)	PE-V0- 421 -509-E115	Within a week from the date of conduction of Type Test
6	Quality Plan of Bare ground copper conductor.	Maitree-00-BTW-EDB-421509E136-PEM-0	Within Two weeks from the date of LOI



DOCUMENT TITLE **TECHNICAL
SPECIFICATION FOR BARE
GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS- ~~XXX~~-509-E004

VOLUME II B

SECTION D - I

REVISION 0

DATE: 01.09.2017

SHEET 1 OF 1

ANNEXURE – II

DOCUMENTS/ DRAWINGS DISTRIBUTION SCHEDULE

Unless agreed otherwise, **five (5) hard copies** and **three (3) sets of electronic copies** of all documents are to be submitted in the English language. Electronic Copies shall be submitted in primary original data format (e.g. DOC, XLS, DWG) as well as in a printable non-proprietary document format (e.g. PDF).

All documentation shall comply with uniform documentation instructions according to Customer/BHEL's requirements. Detailed requirements of documentation will be determined during contract execution by the Customer/BHEL.



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
BARE GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS-999-509-E004

VOLUME II B

SECTION D

REVISION 0

DATE: 28.03.2012

SHEET 1 OF 3

SECTION-D

STANDARD TECHNICAL SPECIFICATION



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
BARE GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS-999-509-E004

VOLUME II B

SECTION D

REVISION 0

DATE: 28.03.2012

SHEET 2 OF 3

1.0 TECHNICAL REQUIREMENTS

- 1.1 Technical requirements for stranded tinned bare copper earthing conductor shall be as indicated in this section, in addition to those specified in Section-C and Datasheet-A as attached for project specific requirements.

2.0 QUALITY ASSURANCE REQUIREMENTS

- 2.1 Bidder shall confirm compliance with the BHEL Quality Plan as attached with the specification without any deviations. Minor changes in Quality Plan (which shall be to customer approval during contract stage) shall be without any commercial implication.
- 2.2 In the event of BHEL Quality Plan not being applicable for a project (as indicated in section-C of the project specification), the successful bidder shall submit the Manufacturing Quality Plan (MQP) for approval by BHEL/ Owner (as applicable) [during detailed engineering stage without any commercial implications](#).
- 2.3 Bidders shall submit the list of proven sub-vendors for raw materials, which will be subject to BHEL/ customer approval.
- 2.4 Type testing requirements and routine/ acceptance testing requirements shall be as detailed below.
- 2.4.1 Type Tests on Conductors
- All stranded bare copper earthing conductor to be supplied shall conform to type tests as per relevant standards and proven type.
 - The bidder shall furnish the reports of all the type tests listed in Table-1 in Datasheet-A. These reports should be for the tests conducted either in government approved third party laboratory or witnessed by client (such as major utilities/ industries) on identical/ similar stranded bare copper earthing conductor to those ordered under this contract.
 - In case bidder is not able to submit report of type test(s), or in case type tests report(s) are not found to be meeting the specification/ relevant standard requirements, then all such tests shall be conducted under this contract by the bidder free of cost to BHEL, and reports shall be submitted for approval. No charges shall be paid for testing under such circumstances. BHEL reserves the right to witness the testing for which due notice shall be given by the vendor.
 - Irrespective of the bidder furnishing type test report as indicated above, BHEL may get type tests conducted as indicated in Datasheet-A and the same shall be offered for inspection (conduction of type tests shall be witnessed by BHEL). Separate price shall be quoted for the conduction of type testing per lot, which shall be used for cost comparison. A maximum of three lots shall be considered for price comparison purposes on account of type testing. However, type-testing charges shall be paid as per type test conducted.
 - Minor changes in the final Type Test Procedures (which shall be to approval during contract stage) shall be without any commercial implication.
- 2.4.2 Routine and Acceptance Tests
- Routine testing shall be conducted in line with the applicable standards and as per the Manufacturing Quality Plan approved for the project for every lot offered for inspection.
 - Acceptance tests shall be conducted on every lot offered for inspection as per details indicated in Datasheet A.
 - Cost of conduction of routine and acceptance testing shall be deemed to have been included in the quoted supply prices.



DOCUMENT TITLE

**TECHNICAL SPECIFICATION FOR
BARE GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS-999-509-E004

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REVISION 0

DATE: 28.03.2012

SHEET 3 OF 3

2.4.3 Cost of stranded tinned bare copper earthing conductor consumed for testing shall be to bidder's account.

3.0 Packing

3.1 Stranded tinned bare copper earthing conductor shall be supplied in non-returnable heavy wooden / steel construction drums. All wooden parts shall be manufactured from seasoned wood treated with copper naphthenates/ zinc naphthenates (refer IS: 401). All ferrous parts shall be treated with suitable rust protective finish or coating to avoid rusting during transit and storage. BIS certification mark shall be stamped on each cable drum.

3.2 Cost of Wooden / Steel drums shall be deemed to have been included in the quoted supply prices

4.0 PROJECT SPECIFIC TECHNICAL AND QUALITY DOCUMENTATION TO BE SUBMITTED

4.1 By All Bidders

As technical offer signed and stamped copy of following:

- a) Section C (Specific Technical Requirements)
- b) Annexure-I to section C (Bill of Quantities)
- c) Datasheet- A

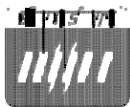
No other documentation is required to be submitted as technical offer. Any information contained in other parts of the offer (e.g. covering letter, annexures, etc.) which is deviating from specification requirements in any way shall not be considered by BHEL as part of offer.

4.2 By Successful Bidder (for approval during contract stage)

- a. Technical Datasheet .
- b. Cross-section drawings of the conductors
- c. BHEL Standard Quality Plan / MQP
- d. Type Test Reports
- e. Cross-sectional drgs. of steel/wooden drums
- f. Field Quality Plan

4.3 Two copies of the above documentation shall be submitted for first review. Number of copies to be submitted for second and subsequent submissions (till Cat-I approval is accorded), and those for final distribution prints of approved documentation and test certificates shall be as indicated separately in section C.

4.4 Wherever required, soft copy of all approved technical/ quality documentation shall be submitted as specified without any additional commercial implication. Soft copies may be required both in native file format (e.g. MS Word/ MS Excel) as well as PDF files.



DOCUMENT TITLE **TECHNICAL
SPECIFICATION FOR BARE
GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS- **421**-509-E004

VOLUME II B

SECTION D - I

REVISION 0

DATE: 01.09.2017

SHEET 1 OF 2

DATASHEET A



DOCUMENT TITLE **TECHNICAL
SPECIFICATION FOR BARE
GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS- **421**-509-E004

VOLUME II B

SECTION D - I

REVISION 0

DATE: 01.09.2017

SHEET 2 OF 2

DATA SHEET-A

DS-AI. SPECIFIC TECHNICAL REQUIREMENTS

1.0	Type of Conductor	Stranded tinned
2.0	Standard applicable in general	IEC : 60228 (including applicable parts)
3.0	Cross sectional area of conductors and quantities	As per BOQ, Annexure-I to Section-C
4.0	CONDUCTOR	
(a)	Material	Copper
	Grade and Class	Stranded, Tinned annealed high conductivity, Class 2
(b)	Standard Applicable	As per IEC-60228
(c)	Shape	Circular as per IEC-60228
(d)	Min. number of strands	As per IEC-60228
5.0	STEEL DRUMS	
(a)	Type & construction	Steel drums in line with the 'Export seaworthy packing (PE-TS-888-100-A001)'.
(b)	Standard drum length	500 (±) 5% (as specified in BOQ)

DS-AII. TYPE/ ACCEPTANCE TEST REQUIREMENTS

A. Type Test Conduction:

- Tests for which an asterisk sign (*) is indicated in the 'Conduction Required as Type Test' column shall be conducted on one size of conductor to be selected by purchaser at the time of testing as type tests. The same may be witnessed by BHEL/ Owner, for which due notice shall be given by the vendor.

B. Acceptance Test Conduction:

- Tests for which a hash sign (#) is indicated in the 'Conduction Required as Acceptance Test' column shall be conducted as acceptance tests.
- Sampling:
Sampling for acceptance tests shall be as per applicable IEC

<u>S. No.</u>	<u>TEST</u>	<u>CONDUCTION REQUIRED AS</u>	
		<u>Type Test</u>	<u>Acceptance Test</u>
1.0	Tests for Conductor		
	Resistance test	*	#

Note: The stranded bare copper earthing conductor shall confirm to relevant IEC standards. IS standards referred to shall be read as the corresponding relevant IEC standards only.



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SPECIFICATION FOR BARE
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BELOW GROUND EARTHING**

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SECTION D

REVISION 0

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SHEET

DATA SHEET - C

GUARANTEED TECHNICAL PARTICULARS (TO BE SUBMITTED BY SUCCESSFUL BIDDER)

- | | | | |
|-----|--|---|---------|
| 1.1 | Name of manufacturer | : | |
| 1.2 | Place of manufacturer | : | |
| 1.3 | Applicable Standards | : | |
| 1.4 | Size of Conductor | : | sq.mm |
| 2.0 | CONDUCTOR | | |
| 2.1 | a) Material type & class | : | |
| | b) Grade | : | |
| | c) No. of strands/ Appx. dia of each Strand before stranding | : | no x mm |
| | d) Shape of Conductor | : | |
| | e) Overall diameter of conductor | : | mm |
| | f) Tolerance on overall dia. of conductor | : | |
| | g) Max. D.C. resistance at 20 Deg. C of conductor | : | ohm/ km |
| | h) Min. Bending radius | : | mm |
| | i) Safe pulling force when pulled by pulling eye | : | mm |
| | j) Appx. weight of conductor | : | Kg/ Km |
| 3.1 | Dimension of drum | : | mm |
| 3.2 | Shipping weight | : | kg. |



DOCUMENT TITLE **TECHNICAL
SPECIFICATION FOR BARE
GROUND CONDUCTOR FOR
BELOW GROUND EARTHING**

SPECIFICATION NO. PE-TS- **427**-509-E004

VOLUME II B

SECTION D

REVISION 0 | DATE: 01.09.2017

SHEET **1** OF 4

STANDARD QUALITY PLAN

		QUALITY PLAN		CUSTOMER :			PROJECT TITLE		SPECIFICATION : PE-TS-999-509-E004			
				BIDDER/ VENDOR :			QUALITY PLAN NUMBER		SPECIFICATION TITLE			
		SHEET 1 OF 3		SYSTEM			ITEM : BARE GROUND CONDUCTOR FOR BELOW GROUND EARTHING			SECTION		VOLUME III
SL. NO.	COMPONENT/OPERATION	CHARACTERISTICS CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS
									P	W	V	
1	2	3	4	5	6	7	8	9	10			11
1.0	RAW MATERIAL											
1.1	Copper	1. Physical Properties	MA	Physical Tests	-do-	IEC-60502 AND BHEL Specification	IEC-60502 AND BHEL Specification	-do-	3/2	-	2	
		2. Chemical Composition & purity	MA	Chemical analysis	-do-	-do-	-do-	-do-	3/2	-	2	
		3. Electrical properties	MA	Electrical Tests	-do-	-do-	-do-	-do-	3/2	-	2	
		4. Dimension	MA	Measurement	-do-	-do-	-do-	-do-	3/2	-	2	
2.0	IN PROCESS											
2.1	Wire Drawing , Tinning and Annealing	1. Physical, Electr. Finish & dimension	CR	Phy.&Elect. Tests Visual & Meas.	Sample	BHEL Specn.	BHEL Specn.	Log Book	2	-	1	
		2. Chemical test for Tinning	CR	Chemical Test	Sample	-do-	-do-	-do-	2	-	-	
2.2	Stranding of wires	1. No.of wires	MA	Counting	Sample	Vendors/BHEL Specn. & Apprd. Data Sheet	Vendors/BHEL Specn. & Apprd. Data Sheet	-do-	2	-	-	
		2. Sequence, lay length & Direction	MA	Visual, Meas	Sample	-do-	-do-	-do-	2	-	-	
BHEL			NAME									
			SIGNATURE									
			DATE						BIDDER'S/VENDORS COMPANY SEAL			

		QUALITY PLAN		CUSTOMER :		PROJECT TITLE			SPECIFICATION : PE-TS-999-509-E004				
				BIDDER/ VENDOR :		QUALITY PLAN NUMBER			SPECIFICATION TITLE				
		SHEET 2 OF 3		SYSTEM		ITEM : BARE GROUND CONDUCTOR FOR BELOW GROUND EARTHING			SECTION VOLUME III				
SL. NO.	COMPONENT/OPERATION	CHARACTERISTICS CHECK	CAT.	TYPE/ METHOD OF CHECK	EXTENT OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY			REMARKS	
									P	W	V		
1	2	3	4	5	6	7	8	9	10			11	
2.3	Finished Conductor	3 Surface Finish	MA	Visual	Sample	-do-	-do-	-do-	2	-	-		
		4.Dimension	MA	Measurement Elec.	Sample	-do-	-do-	-do-	2	-	-		
2.4	Final Inspection	1. Routine Test	CR	& Meas. Elec., Phy	100%	IEC-60502 & BHEL Spec.	IEC-60502 & BHEL Spec.	Test Report	2	-	1	* One Drum/Size/Lot One drum each for type of conductor in a lot Type Test shall be witnessed on one sample per type of conductor of every lot	
		2. Type Tests	CR	& Meas. Visual	Sample *	-do-/Apprd.data sheet	-do-/Apprd.data sheet	Test Report	2	-	1		
		1. Finish & Length	MA	Measurement	(See remark)	BHEL specn. IEC-60502	Free from Bulging Burnt particles, lumps, cuts & scratches	Test Report	2	1	-		
		2. Dimension	MA		Phy & Elect. Tests	As per IEC-60502	Appd.Data Sheet/ IEC-60502	Appd.Data Sheet/ IEC-60502	Test Report	2	1		-
		3. Acceptance Tests	CR		Measurement	-do-	-do-	-do-	-do-	2	1		-
		4. Type Tests	CR		(SEE REMARK)	BHEL Specn. Apprd.Data Sheet	BHEL Specn. Apprd.Data Sheet	-do-	2	1	-		

BHEL			NAME					
			SIGNATURE					
			DATE			BIDDER'S/VENDORS COMPANY SEAL		



QUALITY PLAN			CUSTOMER :			PROJECT			SPECIFICATION : PE-TS-999-509-E004		
			BIDDER/ :			TITLE			NUMBER :		
			VENDOR			QUALITY PLAN			SPECIFICATION		
SHEET 3 OF 3			SYSTEM			ITEM : BARE GROUND CONDUCTOR FOR BELOW			SECTION		
						GROUND EARTHING			VOLUME III		
1	2	3	4	5	6	7	8	9	10	11	

NOTES:-

- (A) JOINTS IN WIRE SHALL BE AS PERMITTED BY IEC / BHEL SPECIFICATION. VENDOR TO CERTIFY THE SAME.
- (B) CONDUCTOR ENDS SHALL BE SEALED AS PER BHEL SPECIFICATION
- (C) RECORD OF RAW MATERIAL, PROCESS & ALL STAGES SHALL BE CERTIFIED BY VENDORS QC. AND ARE LIABLE TO AUDIT CHECK BY PURCHASER.
- (D) WHEREVER EXTENT OF CHECK FOR STAGE IS MENTIONED AS SAMPLES, THE SAME SHALL BE AS PER VENDORS SAMPLING PLAN
- (E) VENDOR SHALL FURNISH COMPLIANCE CERTIFICATE TO THE INSPECTION AGENCY CONFIRMING THE PACKING AS PER BHEL SPECIFICATION.

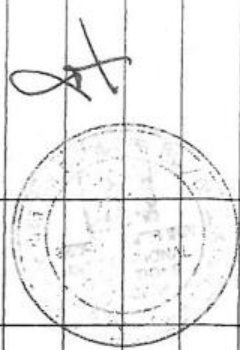
LEGEND : P : PERFORMER W: WITNESSER V: VERIFIER (1) BHEL/BHEL's CUSTOMER: 2-VENDOR : 3 SUB VENDOR

BHEL	PARTICULARS	BIDDER/VENDOR	BIDDER'S/VENDORS COMPANY SEAL
	NAME		
	SIGNATURE		
	DATE		

2059-275

		PROJECT : MAITREE (2 X 660MW)				LIST OF ITEMS REQUIRING QUALITY PLAN AND SUBCONTRACTOR APPROVAL				REF. NO. :-	
		PACKAGE : EPC				PACKAGE				REV. NO. : 00	
		CONTRACTOR : BHEL, Bhopal				SUB-SYSTEM: BHEL BHOPAL				DATE: 14.12.2015	
		CONTRACT NO. :									
SL. NO.	ITEM	QP/ INSP CAT.	Q P. N O.	QP. SUBMISSIO N SCHEDULE	QP APPL. SCHEDULE	PROPOSED SUB SUPPLIER	PLACE	SS APPL/ STATUS/ CAT	SS DETAIL SUB SCHEDULE	SC APPL. SCHEDULE	REMARKS

		***				FAG	GERMANY	A			
		***				STERY'S	AUSTRIA	A			
		***				NSK	JAPAN/SINGAP ORE	A			
		***				SKF	INDIA	DR			
		***				FAG	INDIA	DR			
		***				NSK	INDIA	DR			
4	COOLER (CACW/CACA)	I/***				KARNATAKA ENGG	BHOPAL	A			
		I/***				LAXMI ENGG INDUSTRIES	BHOPAL	A			
		I/***				GEI HAMMON	BHOPAL	A			
		I/***				FITWELL	BHOPAL	A			
		I/***				C DOCTOR	AHMEDABAD	A			
		I/***				MEHTA INDUSTRIES	BHOPAL	A			
		I/***				SHRAO ENGG	BHOPAL	DR			
5	ROTOR BARS (Copper)	***				SIEMENS	GERMANY	A			
		***				CHANDRA METAL	ALLAHABAD	A			



FOR CACA ONLY

Geetika

III
2460 276

		PROJECT : MAITREE (2 X 660MW) PACKAGE : EPC CONTRACTOR : BHEL, Bhopal CONTRACT NO. :				LIST OF ITEMS REQUIRING QUALITY PLAN AND SUBCONTRACTOR APPROVAL PACKAGE SUB-SYSTEM: BHEL BHOPAL				REF. NO. :- REV. NO. : 00	
						DATE: 14.12.2015					
SL. NO.	ITEM	Q/ INSP CAT.	P. N O.	Q. SUBMISSION SCHEDULE	QP APPL. SCHEDULE	PROPOSED SUB SUPPLIER	PLACE	SS APPL/ STATUS/ CAT	SS DETAIL SUB SCHEDULE	SC APPL. SCHEDULE	REMARKS

***	JEWEL METAL	VALSAD	A								
***	COPPER STRIPS	BHOPAL	A								
***	BHAWARDEEP COPPER & STRIPS PVT. LTD.	MANDIDEE	DR								
***	MALWA	BHOPAL	DR								PARTY TO BE CONSIDERED AFTER FEEDBACK ON TRIAL ORDER
***	MORKHIA METALS	VALSAD	DR								
***	COPPER STRIPS	BHOPAL	A								
***	SIEMENS	GERMANY	A								
***	SOCIETA METALLURGICA	ITALY	A*								SUPPLY EXPERIENCE, MFR & TESTING FACILITIES, TEST REPORT FOR SIMILAR ITEM WITH BHEL SHALL BE FURNISHED.

[Signature]

[Signature]



Currency Matrix for contract being executed in Bangladesh (Rev.02)							
Sl no	Nature	Mode	Currency	Place of Deposit/ Return	Exchange Rate On	Rate Published by	Payable
1	Cost of tender	DD/NEFT/RTGS	Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
		DD/ Telegraphic Transfer	United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [SBI Card Rate --Bank TT Buying Rate]
2	EMD by Bidder [Upto INR 20 Lakhs--- Compulsory] [More than INR 20 Lakhs --- Optional]	DD/NEFT/RTGS	Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
		DD/ Telegraphic Transfer	United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [SBI Card Rate --Bank TT Buying Rate]
3	EMD by Bidder [More than INR 20 Lakhs - Optional]	Bank Guarantee from Scheduled Bank in India.	Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
		Bank Guarantee from Scheduled Bank in India. In case of Bank Guarantee by Foreign Bank, the bank Gurantee should be counter Guranteed / Confirmed by any Scheduled Bank in India	United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [SBI Card Rate --Bank TT Buying Rate]
			Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [SBI Card Rate --Bank TT Buying Rate]
			Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [SBI Card Rate --Bank TT Buying Rate]
4	Offer by Bidder		USD Compulsorily (If inadvertently the same is quoted in any other currency , it will be converted to USD at TT Buying rate of SBI as on latest date of Part-I Bid opening). In case of bank holiday , forex rate of previous SBI Working day.				
5	Reverse Auction		United States Dollars(USD)				
6	Price Bid Evaluation		USD Compulsorily (If inadvertently the same is quoted in any other currency , it will be converted to USD at TT Buying rate of SBI as on latest date of Part-I Bid opening). In case of bank holiday , forex rate of previous SBI Working day.				
7	Order by BHEL		United States Dollars(USD) / Evaluated USD				
8	Return of EMD to unsuccessful Bidder	DD/NEFT/RTGS	Indian Rupees (INR)	India	Not Applicable	Not Applicable	At the Actual amount received in INR
		DD/ Telegraphic Transfer	United States Dollars(USD)	India	Not Applicable	Not Applicable	At the Actual amount received in USD

Sl no	Nature	Mode	Currency	Place of Deposit/ Return	Exchange Rate On	Rate Published by	Payable
8	[Net of Bank Charges]	DD/ Telegraphic Transfer	Bangladesh Taka (BDT)	India	Not Applicable	Not Applicable	At the Actual amount received in BDT
		DD/ Telegraphic Transfer	Other Foreign Currency	India	Not Applicable	Not Applicable	At the Actual amount received in Other Foreign Currency
9	Conversion of EMD to SD for successful Bidder	Book Adjustment in BHEL	Indian Rupees (INR)	India	Tender floating	SBI Card Rate	INR/USD [SBI Card Rate --Bank TT Selling Rate]
			United States Dollars(USD)	India	Not Applicable	Not Applicable	Not Applicable
			Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	BDT / INR [SBI Card Rate - Bank TT Buying Rate] ----- INR / USD [SBI Card Rate - Bank TT Selling Rate]
			Other Foreign Currency	India	Tender floating	SBI Card Rate	Other Foreign Currency / INR [SBI Card Rate - Bank TT Buying Rate] ----- INR / USD [SBI Card Rate - Bank TT Selling Rate]
10	Billing	By Sub-contractor (Hord Copy)	United States Dollars(USD)	Bangladesh	Not Applicable	Not Applicable	Not Applicable
11	Payment against contract execution[Currency of the Contract USD]	Cheque/ EFT / SWIFT	United States Dollars(USD)	Bangladesh	Not Applicable	Not Applicable	Not Applicable
			Bangladesh Taka (BDT) -- (At the discretion of BHEL only if payment in USD is not possible)	Bangladesh	Date of Payment	Buying Rate of Banker of BHEL	USD / BDT [BHEL's Bangladesh Banker's Buying Rate]
12	Balance SD	As per Tender (Deposit before start of work / Recovery from RA Bills)	United States Dollars(USD)-- (After adjusting 100% EMD in cash converted to SD)	Bangladesh	Not Applicable	Not Applicable	Not Applicable
13	Performance Bank Guarantee (where applicable)	Bank Guarantee from Scheduled Bank in India.	United States Dollars(USD)	Bangladesh	Not Applicable	Not Applicable	Not Applicable
		Bank Guarantee from Scheduled Bank in India. In case of Bank Guarantee by Foreign Bank, the bank Gurantee should be counter Guranteed / Confirmed by any Scheduled Bank in India					
14	Financial Evaluation of Pre Qualification Criterion		Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
			United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [SBI Card Rate --Bank TT Buying Rate]
			Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [SBI Card Rate --Bank TT Buying Rate]
			Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [SBI Card Rate --Bank TT Buying Rate]

ANNEXURE-VII**BHARAT HEAVY ELECTRICALS LTD. POWER SECTOR EASTERN REGION KOLKATA****PRICE SCHEDULE(UNPRICED) - (Rev-00)****WORK: "SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH."****Tender No. : PSER:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)Date: 08/01/2018****PRICE: (TO SELECT QUOTED/UNQUOTED IN COLOURED FIELDS ONLY IN INDIAN RUPEES ONLY IN INTERNATIONAL NUMERALS AND ENGLISH WORDS.)**

SL. NO.	Item Description	UOM	Quantity	UNIT PRICE (in Rs.)	Total Price (Rs. in figure)
A	B	C	D	E	F = (D X E)
	Basic Price				
1	STRANDED TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM. (Drum Length 500 Metres-Total Length 49000 Metre) Rates should be based on HCL's price of CC Copper Rod 8mm dia @Rs. 4,88,510/-PMT of 01.11.2017 . This is the basic HCL price, Rates based on any other base price shall NOT be acceptable. PVC will be applicable over the above price. Details are available in SCC.	MT	105	488510	51293550
2	Conversion Charges for manufacturing of copper conductor from copper rod	MT	105		0
3	Packing & Forwarding Charges (Amount)	MTR	105		0
4	Inland Transportation (Amount)	MTR	105		0
5	Transit Insurance (Amount)	By BHEL			
6	F.O.B. at port excluding base price of the copper (Sum of Amount of sl. no. 2+3+4)				
7	Ocean Freight Charges (Amount) -(For non-Bangladesh Bidders)	MTR	105		0
8	Any other charges (Please Specify the name of charge in Right hand column)				
9	Any other charges as mentioned in sl. no. 8 (Amount)	MTR	105		0
10	Total Cost to BHEL at site excluding the base price of copper (Sum of amount of sl. no. 6, 7 & sl. No. 9 in INR)				0
11	Total Cost to BHEL at site including the base price of copper (Sum of amount of sl. no.1 & sl. No. 10 in INR)				0
	Amount in Words(INR)	0			

NOTE: EVALUATION OF BID SHALL BE BASED ON "TOTAL COST TO BHEL AT SITE INCLUDING THE BASE PRICE OF COPPER"-SL.NO.-11

	NOTE
a	GST shall be payable extra as per applicable rate
b	Bidder may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & AIT. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.
c	Bidder shall quote their rates/ price inclusive of all taxes, duties in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
d	6) and / or any other charges incurred (SL No.7 & 8) after the goods crossed taxable territory of India and till the goods reached the destination in Bangladesh. The currency of this Invoice / Debit note shall be Indian Rupees (INR). The charges on account of Ocean Freight and / or any other charges shall include all taxes, duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.
e	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. 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.
f	Discounts offer by the vendor in price shall not be entertained by BHEL.
g	Bidder must quote all the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
h	Bidder must quote all the items otherwise the offer is liable for rejection. All inclusive total F.O.R. site price (Sl. No.10 above) in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
i	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.
j	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD. However, PVC will be applicable in Basic price of Copper as per SCC
k	MDCC will be provided to supplier as per BHEL's requirement.
l	Manufacturing of quantity shall be released along with LOI after the approval of technical and quality documentation, and supply of same shall be completed within two months of date of approval of documents.
m	Subsequent lots shall be cleared for manufacture based on progress of engineering and site requirements. A lead time of three months shall be given for completion of supply for each subsequent lot from date of clearance of the quantities.
n	Unit Price schedule enclosed with this specification. The unit prices shall apply for adjustment of variation in quantity as stipulated above.
o	The total quantity variation shall be limited to (+)/(-) 30 % of the total contract value derived on the basis of the Order Quantities.
p	Standard drum length shall be 500 metres. Tolerance on individual drum length shall be +/- 5%
q	Overall tolerance on total dispatched quantity shall be (-) 2% and (+) 0%. Conductor consumed for testing and inspection shall be to bidder's account.
r	The conductor shall conform to relevant IEC standards.
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.	
SIGNATURE OF THE TENDERER & DATE	
NAME, DESIGNATION & SEAL	

ANNEXURE-VII**BHARAT HEAVY ELECTRICALS LTD. POWER SECTOR EASTERN REGION KOLKATA****PRICE SCHEDULE - (Rev-00)****WORK: "SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH."****Tender No. : PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)Date: 08/01/2018****PRICE: (TO QUOTE FIRM PRICE IN COLOURED FIELDS ONLY IN INDIAN RUPEES ONLY IN INTERNATIONAL NUMERALS AND ENGLISH WORDS.)**

SL. NO.	Item Description	UOM	Quantity	UNIT PRICE (in Rs.)	Total Price (Rs. in figure)
A	B	C	D	E	F = (D X E)
	Basic Price				
1	STRANDED TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM. (Drum Length 500 Metres-Total Length 49000 Metre) Rates should be based on HCL's price of CC Copper Rod 8mm dia @Rs. 4,88,510/-PMT of 01.11.2017 . This is the basic HCL price, Rates based on any other base price shall NOT be acceptable. PVC will be applicable over the above price. Details are available in SCC.	MT	105	488510	51293550
2	Conversion Charges for manufacturing of copper conductor from copper rod	MT	105		Rs. -
3	Packing & Forwarding Charges (Amount)	MTR	105		Rs. -
4	Inland Transportation (Amount)	MTR	105		Rs. -
5	Transit Insurance (Amount)	By BHEL			
6	F.O.B. at port excluding base price of the copper (Sum of Amount of sl. no. 2+3+4)				Rs. -
7	Ocean Freight Charges (Amount) -(For non-Bangladesh Bidders)	MTR	105		Rs. -
8	Any other charges (Please Specify the name of charge in Right hand column)				
9	Any other charges as mentioned in sl. no. 8 (Amount)	MTR	105		Rs. -
10	Total Cost to BHEL at site excluding the base price of copper (Sum of amount of sl. no. 6, 7 & sl. No. 9 in INR)				Rs. -
11	Total Cost to BHEL at site including the base price of copper (Sum of amount of sl. no.1 & sl. No. 10 in INR)				Rs. 5,12,93,550.00
	Amount in Words(INR)	Rupees Five Crore Twelve Lakh Ninety Three Thousand Five Hundred Fifty Only			

NOTE: EVALUATION OF BID SHALL BE BASED ON "TOTAL COST TO BHEL AT SITE INCLUDING THE BASE PRICE OF COPPER"-SL.NO.-11

	NOTE
a	GST shall be payable extra as per applicable rate
b	Bidder may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & AIT. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.
c	Bidder shall quote their rates/ price inclusive of all taxes, duties in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
d	6) and / or any other charges incurred (SL No.7 & 8) after the goods crossed taxable territory of India and till the goods reached the destination in Bangladesh. The currency of this Invoice / Debit note shall be Indian Rupees (INR). The charges on account of Ocean Freight and / or any other charges shall include all taxes, duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.
e	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. 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.
f	Discounts offer by the vendor in price shall not be entertained by BHEL.
g	Bidder must quote all the price elements mentioned in price schedule. If any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
h	Bidder must quote all the items otherwise the offer is liable for rejection. All inclusive total F.O.R. site price (Sl. No.10 above) in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
i	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.
j	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD. However, PVC will be applicable in Basic price of Copper as per SCC
k	MDCC will be provided to supplier as per BHEL's requirement.
l	Manufacturing of quantity shall be released along with LOI after the approval of technical and quality documentation, and supply of same shall be completed within two months of date of approval of documents.
m	Subsequent lots shall be cleared for manufacture based on progress of engineering and site requirements. A lead time of three months shall be given for completion of supply for each subsequent lot from date of clearance of the quantities.
n	Unit Price schedule enclosed with this specification. The unit prices shall apply for adjustment of variation in quantity as stipulated above.
o	The total quantity variation shall be limited to (+)/(-) 30 % of the total contract value derived on the basis of the Order Quantities.
p	Standard drum length shall be 500 metres. Tolerance on individual drum length shall be +/- 5%
q	Overall tolerance on total dispatched quantity shall be (-) 2% and (+) 0%. Conductor consumed for testing and inspection shall be to bidder's account.
r	The conductor shall conform to relevant IEC standards.
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.	
SIGNATURE OF THE TENDERER & DATE	
NAME, DESIGNATION & SEAL	

ANNEXURE-V

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months.
1.3	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.

1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with [Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”](http://www.bhel.com) available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-VICertificate by Chartered Accountant on letter head

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)
 dtd:..... ,
 Category: (Micro /Small)). (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:

1. 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

2. 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

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04,11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)

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

OR

2. The Proprietor, 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 Authorized 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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

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PART-H**FORMS AND PROCEDURES****F-01****PROFORMA OF BANK GUARANTEE (in lieu of CONTRACT EXECUTION/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 _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.² (Rupees - -----)² for <Nature of the Work>³ (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. _____⁴ (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. 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 _____⁵ 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

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 : 23398220

PSER:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)

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discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (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.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (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.

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)

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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⁷ BG AMOUNT IN FIGURES AND WORDS.⁸ VALIDITY DATE⁹ 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.
 - 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.

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 : 23398220

PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)

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F-02**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 _____¹ 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.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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 : 23398220

PSER: PUR: PMX: 353(I): 101: (ENQ: 17: PP: 0015: PUR: 134)

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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 including⁵ 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 the⁶ (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:

- a) The liability of the Bank under this Guarantee shall not exceed⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (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.....

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE³ PROJECT/SUPPLY DETAILS⁴ BG AMOUNT IN FIGURES AND WORDS⁵ VALIDITY DATE⁶ DATE OF EXPIRY OF CLAIM PERIOD⁷ BG AMOUNT IN FIGURES AND WORDS.⁸ VALIDITY DATE⁹ DATE OF EXPIRY OF CLAIM PERIOD**Note:**

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

ii) In Case of Bank Guarantees submitted by Foreign Vendors-

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

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

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

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

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

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

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LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

List of Consortium Banks *			
Nationalised Banks		Nationalised Banks	
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank	Public Sector Banks	
3	Bank of Baroda	20	IDBI
4	Canara Bank	Foreign banks	
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank	Private banks	
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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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

_____. 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 Independent External Monitor(s), 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. He commits himself to observe the following principles during his 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 IPC/ PC 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 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.

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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

F-03**RTGS FORMAT****Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF 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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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

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F-05

DECLARATION OF THE BIDDERS

Job: "SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH."

01. I,hereby certify that all the information and date furnished by me with regard to this Tender No. PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)Date: 08/01/2018 are true and complete to the best of my knowledge.
02. I have gone through the tender specifications, scope of work, terms and conditions mentioned in Annexure as well as General and Special conditions of contract and various stipulations in detail and agree to abide by them and comply with the requirements and intent of specifications.
03. I also certify that there have been no deviations from the tender requirements in the bid submitted against this tender.
04. I further certify that I am duly authorized representative of the under mentioned tenderer and hold a valid power of attorney to this effect, a copy of which is enclosed.

Signature:

Name :

Date :

Designation:

Seal:

Tenderers Name and address

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F-06**FORMAT FOR DETAILS OF BIDDER-CPP**

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
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 company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/SSI/ other}	
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*	
Mobile*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
 02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI**
 03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
 04. Vendors Bank A/c No. **11107800029**
 05. Name of Bank **STATE BANK OF INDIA**
 06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
KOLKATA
 07. Branch Phone No. **033-23575666**
 08. City **KOLKATA**
 09. IFSC Code of the Branch **SBIN 0004289**

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

Signature of Authorised Representative of Vendor
के. के. कोआरी / K. K. Coari
उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
बी. एच. ई. एल. : पो.एस.ई.आर. : कोलकाता - 700 091
BHEL:PSER / Kolkata-700 091

Confirmation by Banker with office seal


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

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VOLUME-I: GENERAL CONDITIONS OF CONTRACT (SUPPLY)

PSER: PUR: PMX: 353(I): 101: (ENQ: 17: PP: 0015: PUR: 134) Date: 08/01/2018

**SCOPE: SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW
MAITREE STPP AT BAGERHAT, BANGLADESH.**

CONTENT

SL NO	DESCRIPTION	PAGE NO
01	PART-I - INSTRUCTION TO TENDERER	02
02	PART-II - GENERAL CONDITIONS OF CONTRACT	06

VOLUME-I: GENERAL CONDITIONS OF CONTRACT (SUPPLY)

PSER: PUR: PMX: 353(I): 101: (ENQ: 17: PP: 0015: PUR: 134) Date: 08/01/2018

SCOPE: SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.

PART – I

INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
1.0	SUBMISSION OF TENDERS 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	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 : PART – I (TECHNO-COMMERCIAL PART). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
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	Tenderer shall submit requisite sets of Part-II tender duly sealed in one cover, superscribed as: PART – I (PRICE PART). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
1.3	PART – III (EMD) 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. PART – III (EMD). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
1.4	MAIN COVER

VOLUME-I: GENERAL CONDITIONS OF CONTRACT (SUPPLY)

PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)Date: 08/01/2018

SCOPE: SUPPLY OF TINNED BARE COPPER EARTHING CONDUCTOR 240 SQ MM FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.

	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: PART – IV (TECNHO-COMMERCIAL PART, PRICE PART AND EMD). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. SUE DATE OF SUBMISSION.
2.0	OPENING OF TENDERS
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 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.
3.0	RATES TO BE IN FIGURES AND WORDS
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.
4.0	CORRECTIONS AND ALTERATIONS
	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.
5.0	ALL PAGES TO BE INITIALLED
	All signatures in tender documents shall be dated as well. All pages of all volumes and sections including drawing of tender documents shall be initialled 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.
6.0	ADDENDA
	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.
7.0	RATES TO BE ALL INCLUSIVE
	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.
8.0	INFORMATION

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	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.
9.0	QUANTITIES
	DELETED
10.0	ENCLOSURES
	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 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.
11.0	GENERAL
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 unwitnessed 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.

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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.

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CLAUSE NO	DESCRIPTION
1.0	APPLICATION 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 form a part of the contract documents.
2.0	DEFINITION OF TERMS : 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 Consultant" 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

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	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 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.

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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 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.

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3.0	SCOPE ON CONTRACT: 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	CONTRACT PRICE (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 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.
5.0	TAXES AND DUTIES (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

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	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.
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	OTHER TAXES 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	CUSTOMS DUTY 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	FREIGHT CHARGES 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	PRICE VARIATION:NA (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)

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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 up to 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	STATUTORY VARIATIONS: (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 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	TERMS OF PAYMENT: As per Volume-IF: SPECIAL CONDITIONS OF CONTRACT (SCC)
9.0	DOCUMENTS FOR CLAIMING SUPPLY PAYMENT (FOR INDIGENOUS SUPPLIERS ONLY) (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.
10.0	BANK CHARGES
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
11.0	TIME (THE ESSENCE OF CONTRACT)
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.

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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.
11.6	PROGRESS REPORTS AND PHOTOGRAPHS
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 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 data 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	MISTAKE IN DRAWINGS

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	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.
12.0	DELIVERY FAILURE TERMINATION/ LIQUIDATED DAMAGES (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 or 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	DELAYED DELIVERY
12.2.1	As per Volume-IF:SPECIAL CONDITIONS OF CONTRACT (SCC)
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.
13.0	COMPETENCE AND GUARANTEES
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	SECURITY DEPOSIT (SD)
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 per SPECIAL CONDITIONS OF CONTRACT (SCC)
13.2.3.1	The Security deposit may be deposited in any of the following form.
13.2.3.2	Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as

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	defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
13.2.4	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
13.2.5	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.
13.2.6	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.
13.2.7	"If the final price of successful bidder is lesser by 'more than 30%' of BHEL's estimate and the difference between the price of L-1 & L-2 is more than 10% of BHEL's estimate then only, 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows: Additional Security Deposit = "30 % of (A-B)" limited to minimum 5% & maximum 10% of the 'Total Price/Contract Value', where, A = 80% of BHEL estimate B = The final offered price of successful bidder through RA (In case of RA) OR Sealed paper price bid of successful bidder (in case of paper bid) This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC. The BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable."
13.2.10	COLLECTION AND RETURN OF SECURITY DEPOSIT
13.2.10.1	At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
13.2.10.2	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
13.2.10.3	The Security Deposit shall not carry any interest.

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	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	PERFORMANCE BOND:NOT APPLICABLE
14.0	DELIVERY TERMS
	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 Bharat Heavy Electricals Limited Power Sector - Eastern Region, Kolkata E-TENDER ENQUIRY NO: PSER:PUR:PMX:353(I):101:(ENQ:17:PP:0015:PUR:134)Date: 08/01/2018 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	SHOP ASSEMBLY AND INSPECTION
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.
15.3	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
15.5	Such inspection, examination and testing shall not relieve the contractor from any obligation under the contract.
15.9	INSPECTION MEASURING AND TEST EQUIPMENTS (IMTE)/ MMD
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 uncertainly 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 internal 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.

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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.
16.0	MATERIALS AND WORKMANSHIP
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.
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.
17.0	COMPLETENESS OF EQUIPMENT
17.1	The equipment shall be completely installed in every respect with all mountings, fixtures and standard accessories which are normally supplied even though 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.
17.4	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.

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18.0	REJECTION OF DEFECTIVE PLANT
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.
19.0	TAKING OVER
	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 withheld 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 undertaking 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 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.
20.0	GUARANTEE/ WARRANTY
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

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	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.
21.0	INSURANCE
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.
21.7	Failure to comply the above on time and in case any loss / damage occurs in transit, the contractor shall be 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.
22.0	NO WAIVER OF RIGHTS
	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.

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23.0	MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)
	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.
24.0	PACKING
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.
25.0	SHORTAGE/ DAMAGE
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.
26.0	INTER-CHANGEABILITY
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.
27.0	DEFAULT BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE
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 or 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 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

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	repurchase etc.
27.2	NEGLIGENCE
	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.
28.0	FORECLOSURE OF CONTRACT
	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.
29.0	DELETED
30.0	ASSIGNMENT AND SUB-CONTRACTING
30.1	ASSIGNMENT
	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.
30.2	SUB-CONTRACTING
	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 BHEL, for approval prior to procurement of all

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	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.
31.0	FORCE MAJEURE
	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.
32.0	RISK IN STORES
	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.
33.0	CONSIGNEE'S RIGHT OF REJECTION
	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.
34.0	SETTLEMENT OF DISPUTE AND ARBITRATION
34.1	Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by BHEL subject to a written appeal by the Contractor to BHEL, whose decision shall be final to the parties hereto.

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34.2	Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
34.3	If any dispute or differences of any kind whatsoever shall arise between BHEL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the Engineer who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.
34.4	If after the Engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement can not be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.
34.5	The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator so appointed is a Government servant or in the employment of BHEL, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matter in dispute or difference as a Government servant or as an employee of BHEL he had expressed views in all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
34.6	In the event of the arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the arbitrator or to appoint another arbitrator in place of outgoing arbitrator in the matter aforesaid.
35.0	CONTRACT AGREEMENT, EFFECT AND JURISDICTION
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 name 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 law applicable to the Contract, shall be the law in force in India. The Courts of Kolkata under this contract shall have exclusive Jurisdiction in all matters arising under this contract, including Arbitration Awards.

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36.0	DIRECT TAX
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 sourced at the prevailing rate shall be effected by BHEL before payment as a statutory obligation.
37.0	PATENT RIGHTS
37.1	The Contractor shall defend any claim which allege 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.
38.0	INDEMNIFICATION OF BHEL
	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.
39.0	PREVENTION OF EXTRAORDINARY TRAFFIC AND PROTECTION OF HIGHWAY
	The Contractor shall use every reasonable means to prevent any of the highways of 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.
40.0	MEMBERS OF STAFF ETC NOT PERSONALLY LIABLE
	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.

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41.0	POWER TO VARY OR OMIT WORK
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.
42.0	SUSPENSION OF WORK
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.
43.0	LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS
43.1	Bank Guarantee: Non submission of 10% BG will attract 10% loading on the offers.
43.2	Penalty Clause: Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.
43.3	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.
44.0	LIST OF STANDARDS FOR REFERENCES
i.	International Standards Organisation (ISO).
ii.	International Electro-technical Commission (IEC).
iii.	American Society of Mechanical Engineers (ASME).
iv.	American National Standards Institute (ANSI).
v.	American Society for Testing and Materials (ASTM).
vi.	American Institute of Steel Construction (AISC).
vii.	American Wilding Society (AWS).
viii.	Architecture Institute of Japan (AIJ).
ix.	National Fire Protection Association (NFPA).
x.	National Electrical Manufacturer's Association (NEMA).
xi.	Japanese Electro-Technical Committee (JEC).
xii.	Institute of Electrical and Electronics Engineers (IEEE).
xiii.	Federal Occupation Safety and Health Regulations (FOSHA).
xiv.	Instrument Society of America (ISA).
xv.	National Electric Code (NEC).
xvi.	Heat Exchanger Institute (HEI).
xvii.	Tubular Exchanger Manufacturer's Association (TEMA).
xviii.	Hydraulic Institute (HIS).

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xix.	International Electro-Technical Commission Publications.
xx.	Power Test Code for Steam Turbines (PTC).
xxi.	Application German Standards (AGS).
xxii.	Application British Standards (ABS).
xxiii.	Application Japanese Standards (AJS).
xxiv.	Electric Power Research Institute (EPRI).
xxv.	Standard of Manufacturer's Standardisation Society (MSS).
xxvi.	Bureau of Indian Standards Institute (BIS).
xxvii.	Indian Electricity Rules.
xxviii.	Indian Boiler Regulations (IBR).
xxix.	Indian Explosives Act.
xxx.	Indian Factories Act.
xxxi.	Tariff Advisory Committee (TAC) Rules.
xxxii.	Emission regulation of Central Pollution Control board (CPCB).
xxxiii.	Pollution Control regulations of Dept of Environment Govt of India.
xxxiv.	Central Board of Irrigation and Power (CBIP) Publications.
xxxv.	Any other statutory Codes/ Standards/ Regulations.