These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev 01) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

Customer/ Owner's Information:		
1.	**Name of the Customer/ Owner and address**	M/s Gujarat State Electricity Corporation Limited
2.	**Name of the Customer/ Owner's Consultant and address**	
3.	**Customer/Owner Order Ref No.**	CE (P&P) / SE(P II)/ESP Retrofitting / WTPS/Ph-III/1017 DATED 17.10.2019
4.	**Customer/Owner's GSTIN No.**	24AAACG6864F1ZO
5.	**Customer/Owner's PAN No.**	AAACG6864F
Project Information:		
1.	**Project Name**	Retrofitting Work of ESPs of 3x210 MW Unir#4,5 & 6 of Wanakbori TPS
2.	**Site Location**	**Location:** THE CHIEF ENGINEER (C&O), Gujrat State Electricity Corporation Limited Wanakbori Thermal Power Station, At & Post: Wanakbori TPS Taluka: Galteshwar, Dist: Kheda, Gujrat-388239. Access by: **Nearest Railway Station**: Ahmadabad -Vadodara Main Broad Gauge Line, Sevalia (8 km). **Nearest Airport**: Ahmadabad and Vadodara **Nearest Sea Port**: Kandla **Access by Road**: 1) 10 KM from Godhra NH No. 8. 2) 02 KM from Balasinor-Sevalia SH No. 59. **Major Towns / Cities**: 13 KM from Balasinor and 10 KM from Sevalia. **Latitude**: 22°-52'N. **Longitude**: 73°-21'E. **Elevation above MSL**: 80 m from mean sea level for existing Units and 72 m from mean sea level for 800 MW Unit 8.

Terms & Conditions:		
1.	**Type of Contract**	**Turnkey Package** Bidder is advised to visit the site and collect any further information if required, to assess the present plant/equipment condition, before quoting against this enquiry. The Owner shall be providing all cooperation to the representative of the Bidder in obtaining the required information during the visit to site. Condition of the plant, equipment and system shall be carefully assessed by the Bidder for assessing the scope of work.
2.	**Consignee address (Ship To)**	THE CHIEF ENGINEER (C&O), Gujrat State Electricity Corporation Limited Wanakbori Thermal Power Station, At & Post: Wanakbori TPS Taluka: Galteshwar, Dist: Kheda Gujrat-388239, India. GSTIN No. of GSECL - 24AAACG6864F1ZO (for supply) A/c BHEL-ISG BHEL GSTIN - 24AAACB4146P2ZK (for services) A/c BHEL-ISG **Note :** 1) Consignee address in LR should be strictly as per above for the self-manufactured items of the vendor. However, the material shall be consigned to the site address of the vendor only for the bought out items of the vendor, which are directly dispatchable to site.
3.	**Bill To**	BHEL-Industrial Systems Group Post Box No.:1249, Prof. CNR Rao Circle,IISc Post, Malleswaram, BANGALORE – 560012 **GSTIN No. of BHEL / Karnataka state: 29AAACB4146P1ZB** Billing details for Services shall be informed after award of contract.
4.	**Mode of Dispatch**	By Rail/Road/Sea. Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement
5.	**Road Permit Requirement**	Shall be intimated during dispatch
6.	**Insurance**	As per clause no. 17.0 of general commercial terms & conditions of GCC (Rev.01). Project MCE Coverage in BHEL's scope. BHEL shall arrange insurance cover for all the equipments being supplied by the seller / contractor under this contract, under transit and storage-cum-erection policy covering liabilities against damages/ losses etc till the completion of Erection and commissioning of entire system

		In case of damage / loss / theft of goods at any stage starting from "in transit" till "final handing over to BHEL", the seller will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police department (as applicable). FIR / Insurance claims are to be lodged by the seller within 15 days of the notice of such incidence. Responsibility of completing all formalities with Police department & Insurance surveyor will be with seller. In case the claim is not honored by the insurance company for the lapses of seller, seller to arrange for repair / replacement of such items without any cost implication to BHEL. In case the claim is proved and accepted by insurance company, and is on account of no lapses from seller, then BHEL will issue separate order to seller for the repair / replacements and seller shall make good of the damages / losses of goods supplied by them. against separate order from purchaser and necessary documents are to be furnished to BHEL for making payment.
7.	**Unloading at Site**	In the scope of **BHEL.**
8.	**Storage at Site**	In the scope of **BHEL**.
9.	**Movement of Material Within Site**	In the scope of **Vendor**.
10.	**Provision of Facilities at Site:**	(a) The LT electric power will be made available at single point for each ESP. Further extension will have to be carried out by the contractor as per requirement at their cost. The necessary charges will be recovered as per the tariff rate of GSECL / Madhya Gujarat Vij Company Limited (MGVCL) from time to time. Power supply for labour and staff colony shall be provided at one point and bidder shall be charged at rates as decided by GSECL. (b) Free Supply of Service Water will be made available for construction and drinking purposes as a single point at works site to be decided by GSECL. **(c)** Free Supply of Service air shall be provided at one point for each ESP near boiler area. **(d)** Land for staff and labor colony shall not be provided by GSECL and bidder has to make his own arrangement for the same at his own cost. **(e)** All the tools and tackles including Cranes/loading-unloading arrangements/any other special tools and tackles shall have to be arranged by bidder at their own cost. **(f)** Area lighting shall be provided by GSECL as per its own scheme. However, any additional lighting required for the safe execution of the work shall be arranged by the bidder. Any damage caused to inadequate lighting shall be made good by the bidder at his own cost.
11.	**Delivery**	Completion of Main supply, Mandatory spares along with E&C: within 19 months from LOI date NOTE: Vendor shall strictly adhere to 'L2' schedule: In case of non-compliance to agreed schedules / milestones, then it would be presumed that vendor /

		contractor is not fulfilling contractual obligations. BHEL reserves the right to take suitable action like operating "Risk & cost clause".
12.	**Project Management**	To meet the need of project management, contractor shall provide the following services within quoted /accepted prices: PLANNING & MONITORING : • The contractor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per delivery schedule given in this document. This network must conform to the overall project schedule. • Based on L1 network the contractor will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per delivery schedule given in this document. This network must include all milestones and key activities for each sub-systems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning etc. • Above schedules are to be preferably made in MICROSOFT PROJECT so that the same is compatible with BHEL's project management software. • Above schedules/ networks would be submitted to BHEL sequentially by the contractor within 15 days from date of LOI and finalized within a month. PROGRESS REPORTING : • The contractor shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of the progress report must be submitted to Project Manager latest by 7th of every month covering the detailed progress achieved in the previous month. • The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program.

		• Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. The program of subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/revise his work program to meet the overall requirement. • Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Bangalore/site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. • Successful bidder has to provide electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement. • Other provisions of GCC of this tender would be applicable.
13.	**Payment terms**	As per cl. no. 9.0 of General Commercial Terms & Conditions of GCC (Rev.01). The Terms of payment shall be as under: **A. For Supply of Goods (Main Supply):** i. 2.5% progressive payment against submission of basic technical drawings/ documents (list enclosed with the technical specification) on prorata basis (as per approved BBU, if applicable) and against bill duly certified by concerned BHEL executive. This payment shall be considered as advance / stage payment and shall be released only against advance bank guarantee, to be kept valid till the completion of supplies. However permission for prorata reduction in BG value on completion of part supplies, can be allowed against specific request from seller / contractor. 2.5% progressive payment against approval of technical drawings / documents by customer / consultant on prorata basis and against bill duly certified by concerned BHEL executive. This payment shall be considered as advance / stage payment and shall be released only against advance bank guarantee, to be kept valid till the completion of supplies. However permission for prorata reduction in BG value on completion of part supplies, can be allowed against specific request from seller / contractor. The seller/ contractor has to submit two separate BGs, each of 2.5% value (Total 5% of basic contract value for supply Excluding GST) in advance.

		The initial validity of the BG shall be at least 12 months from the date of issue plus additional three months claim period and further extended till Supply Completion and complete recovery/adjustment of equivalent advance plus additional three months claim period. Bank Guarantees for Advance (BG-A) are to be Submitted for Payment purpose only. Contract Performance Bank Guarantee (CPBG) to be submitted separately for clause 18.0 of SCC. In case the specified engineering linked 5% (2.5% + 2.5%) is not claimed by the vendor, then these stage payments can be claimed on prorata basis, along with the payment due against supply of equipment. ii. Seventy percent (70%) of basic price of materials supplied, as per approved billing schedule, along with 100% GST, shall be payable against clean receipted LR/ proof of receipt at site on pro-rata basis. iii. Five percent (5%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from BHEL project site engineer/RM. iv. Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from Customer, Certified by BHEL Engineer. In case customer MRC is not applicable for certain items, then this payment shall be released based on BHEL certification. v. Five (5%) of total basic price (unit-wise) will be released against Commissioning of respective Unit, subject to completion of all supplies of respective units (Main Supply & Spares) as per the approved Billing Schedule. vi. Five percent (5%) of the total basic price (unit-wise) shall be released after submission of all final documents as per Technical Specifications and successful completion of the Performance Guarantee (PG)/Demonstration Test of the respective unit (i.e. completion of Supply + E&C). Certification of Performance Guarantee (PG)/ Demonstration Test at site shall be by BHEL. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. If the PG/ Demonstration Test at site is not conducted within 06 months from the date of commissioning of respective units and completion of all supplies for the respective unit, the last 5% payment of respective unit shall be released against Bank Guarantee of an equivalent amount, valid initially for 12 months and extendable till completion of PG/ Demonstration Test of corresponding unit. No interest, whatsoever, shall be payable by the purchase on the any Bank Guarantee/ security submitted or any amount due to the seller/ contractor.

B. For Supply of Goods (Mandatory Spares):

i. Seventy percent (70%) of basic price of materials supplied, as per approved billing schedule, along with 100% GST, shall be payable against clean receipted LR on pro-rata basis.

ii. Five percent (5%) of basic price of materials supplied will be released progressively on pro-rata basis after receipt of Material Receipt Certificate (MRC) from BHEL project site engineer/RM.

iii. Twenty Five percent (25%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from Owner(GSECL).

C. For supply of Services (E&C, PG Test, Handing over etc.)

i. Eighty-five percent (85%) payment along with applicable GST, on pro-rata basis for the work completed, as per approved billing schedule, shall be payable progressively upon completion of Erection work against submission of MB (Measurement Book), RAB (Running Account Book) and other documents as per SCC clause 26 duly certified by BHEL.

ii. Five percent (5%) of the total value (unit-wise) along with applicable GST, shall be payable on successful commissioning of the respective unit.

iii. Five percent (5%) of the total value (unit-wise) along with applicable GST, shall be released, on successful completion of PG/ Demonstration test.

iv. Five percent (5%) of the total value (unit-wise) shall be released after completion of Guarantee / Defect liability period of respective unit.

If the PG/ Demonstration Test at site is not conducted within 06 months from the date of commissioning of respective units and completion of all supplies for the respective unit, the last 10% (5% of ii + 5% of iii) payment of respective unit will be released against Bank Guarantee of an equivalent amount, valid initially for 12 months and extendable till completion of Guarantee/ defect liability period. The BG amount of this BG can be reduced by 50% after completion of PG/ Demonstration Test at site.

For the purpose of unit-wise payment, unit shall be as defined in the Technical Specifications. The order/ billing value for each unit shall be based on the approved billing schedule. However, the final decision on unit-wise order/ billing value for the purpose of payment of retention amount shall be at the sole discretion of BHEL and the vendor/ bidder shall be bound to accept the decision made by BHEL in this regard.

Clause no. 9.1, 9.2, 9.3, 9.4, 9.5, note 5 & 7 of clause no. 9.6, 9.12 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable for this tender/ contract.

		Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. No loading will be done if foreign bidder agrees for LC with 90 days usance period. Any reduction in credit period, loading shall for the period of relaxation sought on the value payable through LC, based on base rate of SBI (as applicable on date of Techno-Commercial Bid Opening) + 6%. Payment through LC is subject to following: i. LC is applicable only for amounts payable against Supply (ie Despatch & MRC). (Engineering/Drawing submission, Advances, Stage / Final payments shall not be through LC) ii. LC shall be opened for the value of despatches scheduled for a quarter as mutually agreed. iii. All LC related Bank charges including LC amendments (if any) shall be to the bidder's account. Foreign Bidder to note 1) All Payments other than supply (eg: E&C, Customs duty, Inland Freight & Other Services) shall be in INR. 2) In case of supplies sourced from India for any item (full or part of the quantity), payment for the same shall be in INR only. TDS shall be as per Indian IT act, GST act and as per statutory requirement. No interest, whatsoever, shall be payable by the purchase on the any Bank Guarantee/ security submitted or any amount due to the seller/ contractor.
14.	**Guarantee Period (Defect Liability Period)**	Guarantee period shall be up to 18 months from the date of successful completion of the facilities (or any part thereof) or 12 months from the date of operational acceptance of the facilities (or any part thereof), whichever occurs later. Within above guarantee period, any defect found in design, engineering, materials and workmanship of the plant and equipment supplied or of the work executed by the contractor, the contractor shall promptly, in consultation and agreement with customer regarding appropriate remedying the defect, at its own cost, repair, replace or otherwise make good such defect as well as any damage to the facilities caused by such defect to be attended within 15 days, failing which customer shall be free to do such work, and the reasonable costs incurred by the customer, to be deducted from any monies due to the contractor or claimed under performance securities. Upon correction of the defects in the facilities or any part thereof by repair/replacement, such repair/replacement shall have the extended guarantee for a period of 12 months from the time such replacement/repair of the facilities or any part thereof has been completed. However, all such extended defect liabilities shall

		be expiring on completion of 30 months from the date of successful completion of PG Test. At the end of defect liability period (guarantee period), the contractor liability ceases except for latent defects. The contractor's liability for latent defects warranty for the plant and equipment including spares shall be limited to a period of 5 years from the end of defect liability period (guarantee period) of the respective plant and equipment including spares. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period as mentioned above.
15.	**LD Clause**	**LD for Late delivery for Supply and Services:** If the scope of Supplies/Services is not completed as per the agreed delivery schedule, the vendor shall be liable to pay an unconditional penalty. LD shall be levied @ 0.5% of total order value (excluding GST) per week of delay or part thereof, subject to maximum ceiling of 10% of the total order value (excluding GST).
16.	**Functional Guarantee (Demonstration guarantees)**	The equipment and systems offered under this specification shall be guaranteed to meet the following performance: "Continuous effective conveying of fly ash (generated during various modes of boiler operation) from all ESP fly ash collection hoppers being provided by the bidder /existing, up to Hydro vector/ collector tank. For pneumatic ash conveying system, the fly ash collected from the new Retrofitted ESP (including new Fields), in no way, should hamper the performance of existing Ash Handling Plant of respective unit, including the rated deashing capacity of the same." Should the results of the performance Guarantee tests as stipulated in the specifications show that the equipment have failed to meet the guaranteed capacity performance requirements, the vendor/ contractor shall carry out the modification if necessary within 90 days of such tests. If the equipment fails to meet the guaranteed parameters at the end of above specified period of 90 days purchaser may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the vendor/ contractor. In case the vendor/ contractor does not fulfil the guaranteed parameters, Purchaser may undertake to rectify the system/ equipment at risk & cost of contractor and expenditure incurred along with any other incidentals charges shall be recovered from the vendor/ contractor already made payments and other dues available with the purchaser.
17.	**Price basis**	**Price Basis for Supply of goods:** **a) For indigenous Suppliers:** Firm till completion of contract, Ex-works inclusive of packing & forwarding charges, freight charges, all taxes & duties except Goods & Service Tax (GST). **b) For Foreign Suppliers:** Firm till the completion of project. CFR Indian port basis, inclusive of sea worthy packing & forwarding charges, transportation up to Indian port, applicable Basic Customs Duty, Education cess, anti-dumping

		duty, safeguard duty etc., port clearance charges (at Indian Port of Import) and any other taxes & duties, except Goods & Service Tax (GST) of India. **Price Basis for Supply of Services (for both Indigenous & Foreign Bidder):** Firm till completion of contract, basic price basis inclusive of all taxes & duties, levies etc., except Goods & Service Tax (GST). **Price basis for ordering:** Ex-works for Indian Bidder. CFR Indian port for Foreign bidder. **The E&C charges should be at least 20% of the total basic price.** **Type of Contract: Lumpsum/ Turnkey Package** **Freight Charges:-** **For Indian Bidders:** Freight charges shall be included in the basic price of equipments. **For Foreign Bidders:** In land Freight Charges [from the Indian port of import to project site] to be indicated separately in the price bid. Freight charges indicated in the price bid shall be exclusive of GST (of India). Freight charges shall be payable on pro rata basis against supply of items. GST (as applicable) on freight charges shall be payable extra at actual as per prevailing rate at the time of dispatch. For items sourced/ supplied from within India, the freight charges (transportation up to project site) shall be included in the basic price of the items. Clause 8.1 of General Commercial Terms & Condition of GCC (Rev.01) is not applicable to this tender/ contract. Foreign bidder shall have an Indian counter-part who shall be the importer of the equipment. The counter-part shall ensure the statutory payments, port clearance, payment of GST on imports, arrangement of inland freight etc. on timely manner as per the statutory requirements, to facilitate smooth supply of equipments to the project site. Even if the price basis for ordering is Ex-Works/ CFR Indian Port, the scope of the vendor/ contractor shall include delivery of goods/ services at the destination (project site). In case of items supplied by the foreign bidder which are sources from within India, the payment for such supplies shall be made in INR. Custom clearance for all the items imported into the project shall be in bidder’s scope. Also all type of duties, levies, fees, charges (if any) imposed by relevant agencies for Custom/ any other clearance shall be to bidder’s account.

18.	**Submission of Performance Bank Guarantee (PBG)**	PBG, in line with clause no 11 of General Conditions of Contract (GCC), is to be submitted. Clause no- 11.4 of general commercial terms and conditions of GCC, REV 01 shall be read as: Validity of the Bank Guarantee shall be for the entire Guarantee/ defect liability period + 3 months claim period. Initially, it should be at least 31 months (from the date of LOI) + 03 months claim period, later extended to cover the guarantee period, two months before its expiry. All Bank Charges/ any other charges for extension of Bank Guarantee as mentioned above shall be to the vendor/ contractor's account. The PBG amount can be reduced by equivalent amount of corresponding unit after expiry of Guarantee Period of respective unit. The order/ billing value and corresponding PBG amount for each unit shall be based on the approved billing schedule. However, the final decision on unit-wise order/ billing value for the purpose of reduction of PBG amount shall be at the sole discretion of BHEL and the vendor/ bidder shall be bound to accept the decision made by BHEL in this regard. Note: The Bank Guarantee to be provided in the hard and not in the SFMS format". Our bank details is as follows: **Name of Site/division:** BHEL ISG **Name of Bank:** ICICI BANK LIMITED **Branch Address:** ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 **Phone No. of the Bank:** 022-28308110 **Branch Code:** 0002 **Branch IFSC Code:** ICIC0000002 **Account No:** 000205003783 **Nature of account: COLL A/C** **The Bank Guarantee shall be sent to the tender inviting officer under registered post (A/D).** **Note:** **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 shou24 be enforceable in Bangalore i.e. Demand can be presented at the Branch located in Bangalore.** **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, the 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). All charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Vendor. **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).** **b.4 The BG should clearly specify that the demand or other document can be presented in electronic form. PBG format is as per Annexure-I.**
19.	**Taxes & Duties**	All taxes, excluding GST, but including charges, royalties, any state or central levies and other taxes for supply of materials and execution of the contract shall be borne by the bidder and the same shall be included in the basic price quoted by the bidder. Variation in all such taxes & duties, which are included in the basic price, at any stage during execution of the contract, including extension of the contract, shall have to be borne by the bidder. Bidder/ vendor/ contractor to intimate BHEL (by email, in case of supply of goods), within two working days from the date of removal, along with legible scanned copy of all relevant details & documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc. Essentiality certificate is not applicable for this tender/ contract. So for imported items the applicable taxes/ duties shall be borne by the bidder. Invoices/ returns of vendors/ contractors are to be submitted within the time limit stipulated Under the GST law. Whenever Input Tax Credit could not be availed by BHEL within the time limit, due to delay in submission of invoices or for any other reason attributable to vendors/ contractors, liability towards loss of such credit shall be passed on to such vendors/ contractors. Any new taxes & duties, if imposed subsequent to date of tender opening (Part-1 bid), by statutory authority during contract period (including extensions, if delay is not attributable to the vendor/ contractor), shall be reimbursed by BHEL on production of relevant supporting documents and original payment receipts (if applicable) to the satisfaction of BHEL. However, vendor/ contractor 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, by the vendor/ contractor, against new taxes & duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price.

Clause No. 4.1, 4.2, 4.3 of General Commercial Terms & Conditions of GCC (Rev.01) are not applicable to this tender/ contract.

Terms relating to GST:

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. All documents like Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be postponed to subsequent month.
5. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
6. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

		7. This is to inform that GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. 8. In case vendor delays, declaring such invoice in his 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 vendor/contractor along with interest levied/leviable on BHEL.
20.	**Submission of E1/E2 forms**	Not Applicable
21.	**Drawing submission and approval**	As per Technical Enquiry Specification no. IS-1-19-2019/001
22.	**Final Drawings / Documents submission**	As per Technical Enquiry Specification no. IS-1-19-2019/001
23.	**E-way bill**	If E-Way bill is to be generated by the bidder for transport of materials to the Project site, same shall be arranged by the bidder.
24.	**ECS PAYMENT**	Payment will be made by ECS only and for which the vendors are to provide the following information along with their offers in their letter head duly signed. Information to be provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., GSTIN, E-MAIL ID. Vendor shall also submit a cancelled cheque along with the first bill.
25.	**Inspection Agency**	Inspection shall be carried out by agency as per below Inspection category of packages: **For domestic suppliers:** Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG / Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner / Third Party participation (Where ever applicable), with an advance notice of 15 working days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable). **For foreign vendors:** In case of Imported Supplies advance notice of 30 working days for participation in inspection (if applicable, in line with approved QAP/Customer/Owner Hold Points) to be given.

		The Test Certificates & Inspection reports duly accepted by the Foreign Vendor Inspection agency in line with approved QAP / Customer/Owner Hold Points shall be submitted to BHEL-ISG. The above Inspection reports & Test certificates shall be reviewed by ISG-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to Customer/Owner for their clearance. The Customer/Owner dispatch clearance (MDCC) will be given to the Foreign Vendor or their representative in India through BHEL-ISG after acceptance/clearance of above test certificates by Customer/Owner. Inspection call shall be addressed to BHEL-ISG Purchase Department irrespective of inspection categories. No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL-ISG Material Management Department irrespective of inspection categories.
26.	**Dispatch Documents Required (to be furnished by Vendor)**	As per clause 9.7 of General Commercial Terms & Conditions of GCC (Rev.01). **A) For Supply of goods (Main Supply)- 1st 5% (with internal break-up of 2.5%+2.5%)payment:** i) Invoice- for Indigenous bidder- in Original ii) Invoice- for foreign bidder- In Original iii) Certification from Engineering Dept. of BHEL-ISG regarding approval/submission of drawings. iv) Bank Guarantee as per Terms of Payment. **B) For Supply of goods (Main Supply)- 2nd 70% payment and Mandatory spares- 1st 70% payment:** i) Original GST Invoice- Original for Buyer- for Indigenous bidder ii) Original Bill of Lading, original Invoice and Original COO - for Foreign Bidder or SL. No.(i) is applicable in case of supply sourced from INDIA iii) Copy of clean receipted LR/ Courier Receipt LR/ GR/ RR etc. (as applicable) iv) Copy of Packing List/ Delivery Challan- clearly showing number of packages, gross weight and net weight etc. v) Copy of E-Way Bill (if applicable) vi) Copy of MDCC/ Dispatch Clearance issued by BHEL vii) Copy of Material Test Certificates (MTCs)/ Inspection Certificate (IC)/ Inspection Waiver Certificate (IWC)/ Joint Inspection Report (JIR) etc., as applicable. viii) Guarantee Certificate. ix) Duty drawback documents (if applicable). **C) For Supply of goods (Main Supply-3rd -5% PAYMENT & Mandatory Spares-2nd- 5% payment** i) Supplementary/ Commercial Invoice ii) Material Receipt Certificate (copy) By BHEL.

		D) For Supply of goods (Main Supply)-4th for 10% payment & Mandatory Spares-3rd- 25% payment i) Supplementary/ Commercial Invoice ii) MRC (Material Receipt certificate) issued by GSECL Certified by BHEL Engineer. **E) For Supply of goods (Main Supply)-5th for 5% payment** i) Supplementary/ Commercial Invoice ii) Certification for Commissioning of respective unit by BHEL SITE. **F) For Supply of goods (Main Supply-6th) payment-for 5% payment** (i)Supplementary/ Commercial Invoice (ii)Certification of Performance Guarantee (PG)/ Demonstration Test (i.e. completion of respective unit) by BHEL SITE. (iii) Bank guarantee, if the claim is made in line with Clause 13, Payment terms, Para (vi). For claiming payments for E&C services, along with Original GST invoice, Running Account Bill (RAB) & **Measurement Book (MB), in BHEL format, following additional documents need to be submitted:** a) Proof of wages paid. b) Monthly EPF remittance challan (if applicable). c) Monthly ESI remittance challan/ W.C. Insurance Policy whichever is applicable. d) Valid Labor License (if applicable). e) Any other document as required by BHEL Engineer In-charge. **Additional two sets of photocopy of all the documents (of respective bills) shall be submitted along with each bill.** **The above list is indicative only and BHEL reserves the right to ask for any other document required for processing of bills, the vendor/ contractor shall comply with the same.** Clause 9.7.5 (b) of General Commercial Terms & Conditions of GCC (Rev.01) shall be read as "Copy of registration/ provisional registration certificate for GST". Clause 9.7.5 (c) of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable. Documents for GST payment shall be as per Annexure-IV.
27.	**Arbitration**	**Clause no. 32.0 of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as:** All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman &

		Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.
28.	**CONCILIATION**	Conciliation clause shall be as per Annexure to Conciliation Clause.
29.	**Approval of Sub-vendors**	The supplier shall supply the materials from BHEL/ GSECL approved vendors only as specified as per Technical Enquiry Specification

30.	**Ethics In Business Dealings**	In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under "supplier registration page".
31.	**Fraud prevention policy**	The Bidder along with its associate/collaborators/sub-contractors/sub vendors/ Consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
32.	**RISK PURCHASE**	As per clause 26.0 of General Commercial Terms & Conditions of GCC (Rev-01). Clause no. 26.2 of General Commercial Terms & Conditions of GCC (Rev-01) shall be read as: Recovery on account of Purchases made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows: Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). ***(Balance scope of work/ supply)** Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have

		been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.
33.	**LD against delay in executed work/ supply in case of Termination of Contract**	LD against delay in executed work/ supply shall be calculated in line with LD clause mentioned above for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/ supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/ supply" is given below. a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 b) Let the value of executed work/ supply till the time of termination of contract= X c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y d) Delay in executed work/supply attributable to contractor/supplier i.e. T2=[1-(X/Y)] x T1 e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.
34.	**MSME**	MSE suppliers can avail the intended benefits as per MSMED Act 2006 only if they submit along with the offer (Part-1 bid in case of two or three part bid), attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed vide **Annexure-II** 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 or three 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.

		MSE bidders can also submit the Udyog Aadhaar Memorandum along with the offer. **Documents should be notarized or attested by a Gazetted officer.** If the bidders fall under SC/ ST/ Women Entrepreneur category, same shall be indicated in the offer and relevant supporting documents shall be submitted along with the techno-commercial offer (Part-1 bid).
35.	**INTEGRITY PACT**	**Integrity Pact (IP)** a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. 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 :** **Name: Shri Arun Chandra Verma, IPS (Retd.)** **Flat No. C -1204, C Tower, Amrapali,** **Platinum Complex, Sector 119, Noida (U.P.)** **Email:** acverma1@gmail.com **Name: Shri Virendra Bahadur Singh, IPS (Retd.)** **H. No. B-5/64, Vineet Khand, Gomti Nagar,** **Lucknow – 226010** **Email: vbsinghips@gmail.com** b) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. **Note :** No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department. For all clarifications/ issues related to the tender, Please contact: Name: Manish K Sahoo Deptt: Materials Management Address: BHEL-ISG, PB No. 1249, IISc Post, Prof. CNR Rao Circle, Malleswaram, Bangalore- 560012 Phone: 080-22184564, Mob : 9425605045, Fax: 080-23562713 Email: mk.sahoo@bhel.in

36.	**Purchase preference for Indian bidders**	As per the directives of Government of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion, purchase preference shall be given to the local suppliers. The purchase preference shall be given as per **the Order no. P-45021/2/2017-B.E.-II dated 15-06-2017 and revised Public Procurement (Preference to Make in India) order dated 28-05-2018** from Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. The subject tender/ contract shall be considered as "NOT DIVISIBLE". Margin of purchase preference for the subject tender/ contract shall be 20% [based on price evaluation criteria of the tender] Minimum local content for the subject tender/ contract shall be 50%. The local bidder/ supplier shall provide the following documents along with the Part-1 bid: i. For procurement value up to INR 10 Crores, self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made. ii. For procurement value in excess of INR 10 crores, the local supplier shall be required to submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. BHEL reserves the right to negotiate with the L1 bidder and in case of successful price negotiation with the L1 bidder BHEL shall arrive at a final L1 price. In such a case, if the L1 bid is not from a local supplier, the local bidders/ suppliers will be invited to match the final L1 price arrived at after negotiation, in the manner specified in the above mentioned order and the order/ contract shall be awarded to such local supplier subject to matching the final L1 price. For the purpose of inviting the local bidders/ suppliers, the margin for purchase preference shall be considered/ calculated with respect to the original price & ranking obtained in the tender, i.e. before price negotiation with the L1 bidder.
37.	**Order of Precedence of Documents**	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender c) Special Conditions of Contract (SCC) d) Technical specifications & Documents

		e) General Conditions of Contract (GCC) For example, in case of in case of any conflict or inconsistency, the requirement of (a) shall prevail over the (b). Order of precedence shall be a>b>c>d>e>f (where “>”indicates the general greater than sign)
38.	**Splitting of tender**	Not applicable for this tender.
39.	**PVC**	In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOR, HIGH SPEED DIESEL OIL, WELDING ROD, Price Variation Formula as described herein shall be applicable The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

Sl. No.	Category	Base Index	Component (‘K’)
			Mechanical Packages
i)	LABOR(ALL CATEGORIES)	'MONTHLY ALLINDIA AVERAGE CONSUMER PRICE NUMBERS FOR INDUSTRIAL INDEX WORKERS' published by Labor Bureau, Ministry of Labor and Employment, Government of India. (Website: laborbureau.nic.in)	65
ii)	HIGH SPEED DIESEL OIL	Name of Commodity : HSD Ol L. Type : INDIVIDUAL COMMODITY (See Note A)	5
iii)	WELDING ROD	Name of Commodity : WELDING ROD Type: (See Note A)	15

A) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: www.eaindustry.nic.in). Revisions in the index or commodity will be re adjusted accordingly.

Payment / recovery due to variation in index shall be determined on the basis of the following notional formula without any initial absorption, in respect of the identified components viz LABOR, HIGH SPEED DIESEL OIL, WELDING ROD

P = K x R x (Xn- Xo)/ Xo Where

P= Amount to be paid/recovered due to variation in the Index for Labor, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials K = Percentage component applicable for Labor High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

		R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra) Xn = Revised Index No for Labor, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration Xo = Index no for Labor, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date. Base date shall be calendar month of the latest date of submission of Tender. The contractor shall furnish necessary monthly bulletins for the necessary indices from the relevant websites along with his Bills. The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values. PVC shall be applicable for the entire original contract period plus the extended period. However the Total Quantum of Price Variation amount payable/recoverable shall be regulated as follows: i) For the portion of backlog attributable to the contractor, the PVC will be based on the average of the indices for the period of the original contract period, ii) For the period of Force Majeure, the PVC will be limited to the indices applicable at the beginning of the force majeure period, iii) For the portion of backlog attributable to BHEL, the PVC will be as per the indices applicable for the respective months iv) The total amount of PVC shall not exceed 20% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, Supplementary/ Additional Items and Extra works.
40.	**QUANTITY VARIATION**	Not Applicable. Clause 6.0 of General Commercial Terms & Conditions of GCC (Rev.01) is not applicable to this tender/ contract.
41.	**Others**	Annexure-X of GCC (Rev 01) is not applicable. Please refer Annexure-III to this SCC for list of consortium Banks.
42.	**Other Terms & Conditions**	As per General Conditions of Contract (GCC), Rev 01.

Annexure-I

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 1 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House at Siri Fort, New Delhi- 100049 through its Unit at BHEL- Industrial Systems Group, Bangalore having awarded to (Name of the Vendor/ Contractor/ Supplier) having its registered office at_________2 hereinafter referred to as the 'Contractor/ Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……………………dated …………………………………3 valued at Rs…………4 (Rupees -----------------------)/FC………………(in words………..) for ………………………5 (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 the ……………………bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the ……………………………….7we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed……………………….. 8

b) This Guarantee shall be valid up to ……………..9

c) Unless the Bank is served a written claim or demand on or before _____________10 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of

(Name of the Bank)

Dated………………

Place of Issue……………….

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

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

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 PROJECT/ SUPPLY DETAILS

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD

8 BG AMOUNT IN FIGURES AND WORDS.

9 VALIDITY DATE

10 DATE OF EXPIRY OF CLAIM PERIOD

Annexure-II

Certificate 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 S.O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date: .... (dd/mm/yyyy)

(Signature)
Name-
Membership Number-
Seal of Chartered Accountant

Annexure-III

List of Consortium Banks * (wef 22.03.2016)			
	Nationalized Banks		**Nationalized 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