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	ENQUIRY NO. T7B1M71690	

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PART – I

INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
<b>1.0</b>	<b>SUBMISSION OF TENDERS</b>
	The tenderers must submit their tenders in two parts in separate sealed covers as detailed below and as per instructions of NIT.
	PART – I (TECHNO-COMMERCIAL PART).
	PART – II (PRICE PART).
1.1	PART – I (TECHNO-COMMERCIAL PART)
1.1.1	This shall include the following.
1.1.1.1	Covering letter of tenderer.
1.1.1.2	Volume-IA/IB/IC/ID – General and Special Conditions of Contract.
1.1.1.3	Volume-II – Technical specification including drawings, if any.
1.1.1.4	Volume-III – ‘Price schedule’, (No rate shall be entered in the rate column. Only write ‘Quoted’ against each rate of the schedule).
1.1.1.5	Drawings.
1.1.1.6	Schedules, annexure, 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. DUE 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 – II (PRICE PART). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. DUE DATE OF SUBMISSION.
1.3	PART – III (EMD) – <b>Not Applicable</b>
	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. DUE DATE OF SUBMISSION.
1.4	MAIN COVER
	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 (TECHNO-COMMERCIAL PART, PRICE PART AND EMD). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. DUE DATE OF SUBMISSION.
<b>2.0</b>	<b>OPENING OF TENDERS</b>
2.1	Unless otherwise specified, techno-commercial bids will be opened on the same day of due date of submission of offer after 14-00 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.

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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.
2.4	<b>REVERSE AUCTION:</b> BHEL reserves the right to go for Reverse Auction instead of Opening the sealed price bid, to be submitted. This will be decided after techno-commercial evaluation and the same shall be informed to the acceptable bidders.
<b>3.0</b>	<b>RATES TO BE IN FIGURES AND WORDS</b>
3.1	The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him in the priced schedule of items of work forming part of the tender in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.
3.2	If some discrepancies are found between the rate given in words and figures or the amount shown in the tender the following procedure shall be followed:
3.2.1	If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
3.2.2	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3.2.3	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (3.2.1 and 3.2.2) above.
3.2.4	If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
3.2.5	When it is not possible to ascertain the correct rate, in the manner prescribed above, the lesser of the two (i.e., between figures and words) will be treated as valid rate.
<b>4.0</b>	<b>CORRECTIONS AND ALTERATIONS</b>
	All entries in the tender shall either be typed or be in ink, erasures and over-writing are not permitted and may render such tenders liable to summary rejection. All corrections and alterations, if any, shall be duly attested by the tenderer with date.
<b>5.0</b>	<b>ALL PAGES TO BE INITIALED</b>
	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 and shall be submitted along with the bidder's techno- commercial offer. All the tenders documents shall be dully signed with the date.
<b>6.0</b>	<b>ADDENDA</b>
	Addenda to the tender documents may be issued by the purchaser 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 by the purchaser shall also form part of tender documents.
<b>7.0</b>	<b>RATES TO BE ALL INCLUSIVE</b>
	The tenderer shall quote for the jobs on the basis of the items entered in the schedule of prices and shall quote separately for each and every items entered in schedule of prices. The rates and prices quoted by the bidder shall be all inclusive as provided for in the schedule of prices and any claim whatsoever for enhancement of rates or prices quoted on any account shall not be entertained.
<b>8.0</b>	<b>INFORMATION</b>
	The information given in the tender documents and the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of BHEL as to their accuracy and without obligation relative thereto upon BHEL. Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of labour etc. No claim will be entertained later on the ground of lack of knowledge.
<b>9.0</b>	<b>Void</b>
<b>10.0</b>	<b>ENCLOSURES</b>
	The enclosures to be enclosed along with Part-I of the tender shall include the following besides other such enclosures which may have been specified elsewhere in the tender documents:

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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 a 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 Number through which PF of the Employees are deposited including supporting document for the same.
10.6	In case of a consortium arrangement consisting of prime bidder and his associate, the prime bidder to furnish as exclusive undertaking jointly executed by him and his associate for the successful performance of the entire contract. At the time of contract finalisation, a legal document on the formation of such group has to be submitted to BHEL which will be a part of the contract document.
10.7	Any other documents required in terms of this notice.
<b>11.0</b>	<b>GENERAL</b>
11.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above and elsewhere in the tender documents. 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 numbered and duly signed by the bidder with date.
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	Conditional 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. BHEL 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 bidder deliberately gives wrong information in their tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest money / Security Deposits.
11.7	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the bidder who resort to canvassing are liable to rejection.
11.8	Should a bidder 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 and there shall be no obligation on the part of purchaser 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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PART – II

GENERAL CONDITIONS OF CONTRACT

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1.0	<b>APPLICATION</b> Unless otherwise provided in the contract documents, these general conditions shall govern the works of the accompanying technical specifications. Special conditions of this volume shall be read in conjunction with these general condition and these conditions will from a part of the contract documents.
2.0	<b>DEFINITION OF TERMS :</b> In construing these General Conditions, Special conditions and accompanying Specification the following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.1	The owner/ purchaser shall mean BHEL /BSES 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. PE&SD –BHEL/ Hyderabad & PSER- BHEL /Kolkata are authorised to deal with any matter pertaining to this tender during any stage of tender/ contract execution.
2.3	Executive Director/ General Manager shall mean the officer in administrative charge of BHEL, PE&SD, Hyderabad.
2.4	The bidder / tenderer shall mean well established reputed organisations, manufacturer etc having requisite financial and technical capability for engineering, supply, delivery and supervision of E&C of equipment 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 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.

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

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	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 / road transport 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	<b>SINGULAR AND PLURAL</b> 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	<b>HEADINGS OR NOTES</b> 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	<b>LANGUAGE</b> All documentations and correspondence regarding the contract shall be in English language.
2.50	<b>DOCUMENTS MUTUALLY EXPLANATORY</b> 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.
<b>3.0</b>	<b>SCOPE OF CONTRACT</b> The scope of work, if not otherwise mentioned in the contract, shall be on the basis of a single contractor’s responsibility, completely covering all Technical Specifications under the accompanying Technical Specification. Some of the salient features are hereunder.
3.1	Detailed design of all the equipment and subsystem and work as per specification.
3.2	Complete manufacture / Procurement of all the equipment / subsystem including shop 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	Supply of spares.
3.7	Supervision of E&C and Performance testing works
<b>4.0</b>	<b>CONTRACT PRICE</b> <b>(UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)</b>
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 other reason whatsoever.
<b>5.0</b>	<b>TAXES AND DUTIES</b>

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	(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 the raw materials , inputs & bought out items which are required for manufacture / assembly of any item at vendor's works / sub-vendor's works. However excise duty shall be reimbursed for finished components consigned directly to site from sources other than contractor's factory against the documentary evidence.
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/cenvat 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 shall be reimbursed against submission of clean original excise duty invoice or true copy thereof duly attested by excise authorities. The payment of excise duty shall however be limited to the amount indicated in the price in the schedule. Statutory variation shall be limited to change in the tariff within the delivery specified in the order/contract only. Provisional / Conditional gate passes / excise duty invoices are not acceptable for reimbursement.
5.1.9	Contractors are required to ensure that excise duty including surcharges , 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 along with 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	Bidder shall not be eligible for any statutory increase in the excise duty beyond the contractual delivery date agreed by the purchaser.
5.2	SALES TAX
5.2.1	Sales tax shall 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 VAT Registration No. 19200936019 dated 14-12-1998 WB CST Registration No. 19200936213 dated 3/11/1983
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.

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5.2.8	If documents are submitted through bank. Form-C shall not be insisted for retirement.
5.2.9	Contractors are expected to avail taxation benefit. The bid/offer should clearly indicate the percentage and total amount. Concessional forms requirement should be clearly indicated in the bid/offer.
5.3	<b>OTHER TAXES</b> Bidders/tenderers are required to include all other taxes applicable on the date of the offer/bid over and above ED, ST/VAT. This will include but not limited to Octroi, turnover, works contract tax, entry tax, consignment tax, income tax, etc as applicable.
5.4	<b>CUSTOMS DUTY</b> Contractor shall arrange for their own import licence if required since BHEL will not provide any import licence. The custom duty element for imported items shall be included in the basic price. No variation in customs duty / exchange rate for imported items shall be payable by BHEL.
5.5	<b>FREIGHT &amp; INSURANCE CHARGES</b> Contractor shall be required to transport the items through transport contractor of repute. Freight charges shall be payable by the contractor. The transit insurance shall be arranged and borne by vendor up to BSEB, Barauni Site.
<b>6.0</b>	<b>PRICE VARIATION</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
6.1	The price shall remain firm, for any increase or decrease, if applicable, in order value upto +/- 30% BHEL shall have the right to increase / decrease quantity upto the above order value and tenderer shall be bound to accept the same at the same price without any escalation.
6.2	Transport: If for any reason, the contractor has to resort to a mode of transport other than what was contemplated by them 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.
<b>7.0</b>	<b>STATURORY VARIATIONS</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
7.1	It is the responsibility of the tenderer to inform themselves 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 alternation 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 within the contractual period. 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.
<b>8.0</b>	<b>TERMS OF PAYMENT</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
8.1	<b>SUPPLY</b>
8.1.1	<b>Contract Performance Bank Guarantee (CPBG) / Security Deposit (SD)</b> The successful bidder to furnish CPBG /SD for 10% of contract value within 30 days from the date of receipt of PO. The CPBG /SD shall be valid till completion of the contract + 3 months claim period.
8.1.2	For all items of package as per rate schedule of main supply, payment shall be made as per following break-up of basic price.
8.1.2.1	a) <b>Supply:</b> <b>For Indigenous Vendors :</b> <ul style="list-style-type: none"> <li>• 5% against completion of all engineering documentation &amp; approval of system BOQ and submission of Bank Guarantee of equivalent value from any Nationalized bank as per the specified format (Annexure-I) valid upto completion of total supply.</li> <li>• 65% + 100% taxes &amp; duties against dispatch documents on prorata basis as per</li> </ul>

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	<p>approved billing schedule along with submission of proof of date of receipt of material at site i.e., acknowledged LR.</p> <ul style="list-style-type: none"> <li>• 10% against Material Receipt Certificate issued by <b>BHEL Barauni</b> site</li> <li>• 10% against Erection Documentation as per <b>Clause No. 15.5 of Technical Specification (PEMC 03845 Rev 00)</b> after completion of supply.</li> <li>• 10% on completion of Guarantee period and submission of E1 forms, O&amp;M Manuals, final drawings etc.</li> <li>• All documents are to be submitted directly to us and not through bank.</li> </ul> <p><b>For Foreign Vendors :</b></p> <ul style="list-style-type: none"> <li>• 5% against completion of all engineering documentation &amp; approval of system BOQ and submission of Bank Guarantee of equivalent value from any Foreign Bank which shall be confirmed by any of the BHEL consortium banks as per the specified format (Annexure-I) valid upto completion of total supply.</li> <li>• 75% payment (less Indian Agency commission, if any) shall be paid against irrevocable Letter of Credit.</li> <li>• LC shall be opened only in the name of vendor on whom purchase order is placed.</li> <li>• LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.</li> <li>• All banking charges outside India will have to be borne by the supplier.</li> <li>• 10% against Erection Documentation as per <b>Clause No. 15.5 of Technical Specification (PEMC 03845 Rev 00)</b> after completion of supply.</li> <li>• 10% on completion of Guarantee period and submission of O&amp;M Manuals, final drawings etc.</li> </ul>
8.1.2.2	Despatch documents shall mean the following :
8.1.2.3	Invoice/ excisable invoice in original.
8.1.2.4	LR / RR (consignee copy).
	Payment shall be made within 90 days (45 days in case of Industries registered as SSI with BHEL) after receipt of clear bill along with relevant supporting documents from you (applicable to every bill).
8.1.3	No advance payments shall be made.
8.2	<b>Supervision of Erection &amp; Commissioning:</b> 100% on pro-rata basis as per BHEL site certification.
8.3	Recommended/ Mandatory Spares. Same as clause no 8.1 above.
<b>9.0</b>	<b>DOCUMENTS FOR CLAIMING SUPPLY PAYMENT (FOR INDIGENOUS SUPPLIERS ONLY)</b> (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT) Following documents shall be submitted for claiming supply payments in required number of sets.
9.1	Invoice.
9.2	LR/RR/GR
9.3	Delivery challan.
9.4	Packing list showing item-wise details, size, quantity/ number, net & gross weight, number of packages and their identification.
9.5	QS/IRN note issued by BHEL/BHEL nominated inspection agency.
9.6	Original material receipt certificate (MRC) from site office shall be required for claiming payment.
<b>11.0</b>	<b>TIME (THE ESSENCE OF CONTRACT)</b>
11.1	The time and date of completion of the work as stipulated in the contract Documents shall be deemed to be the essence of the Contract. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work within the stipulated time , BHEL at their 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 their resources and perform so as to complete the work not later than the aforesaid date of completion.
11.2	The contractor shall submit a PERT Network showing various key phases of the work such as design, procurement, manufacturing, shipment, etc. within thirty (30) days after the date of Letter of intent/purchase order. This network shall also indicate the interface facilities to be provided by the owner / BHEL and the dates by which such facilities are needed by the

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	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	<b>PROGRESS REPORTS</b>
	Please refer to <b>clause No. 15.13 of technical specification PEMC 03845 Rev 00.</b>
11.7	<b>MISTAKE IN DRAWINGS</b>
	The Engineer shall have the right at all reasonable times to inspect at the office / premises of contractor all shop and / or detailed drawings of the works or any portion of the works. The Contractor shall be responsible for and shall pay for any alternations of the work due to any discrepancies, errors or omission in the drawings or other particulars supplied by him whether such drawings or particulars has been approved by the Engineer or not. Provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the contractor by the Engineer, in which event BHEL shall pay for any alternations of work necessitated by reason of inaccurate information supplied by the Engineer to the Contractor.
<b>12.0</b>	<b>DELIVERY FAILURE TERMINATION/ PENALTY (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)</b>
12.1	It should be clearly understood by the Contractor that time and the date of delivery of despatch stipulated in the order is the essence of the contract, If the contractor fails to complete the order within the time fixed in the order, or within any extension of time granted by BHEL, it shall be lawful for BHEL to recover damages for breach of order without prejudice to any other rights and / or remedies provided for, in the order and hereunder. To be entitled to impose such damage, BHEL will not be required to prove that he has incurred such amount as actual damage.
12.2	<b>DELAYED DELIVERY</b>
	<b>Supply</b> : Recover from the contractor, as agreed penalty a sum equivalent to half percent (1/2%) of the order /contract price for the delayed portion, excluding elements of taxes, duties freights etc., per week or part thereof subject to a maximum of ten percent (10%) of total order/contract price of the complete order if the contractor has failed to deliver any part of equipment /item within the period fixed for delivery of the same.  <b>Supervision of E&amp;C</b> : Penalty shall not be applicable for supervision of E&C part  <b>Deviated Penalty</b> : Any loading on Penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.
<b>13.0</b>	<b>COMPETENCE AND GUARANTEES</b>
13.1	Contractor shall have sound technical and financial capabilities and possess recognised experience in executing the works of similar kind and magnitude. The contractor shall properly fill in the various schedules and proforma prescribed in the tender documents. Non submission of the information in the prescribed schedules and proforma may lead to rejection of the bid.
	<b>CONTRACT PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT</b>
	The successful bidder to furnish Contract Performance Bank Guarantee for 10% of contract value within 30 days from the date of receipt of PO valid till completion of the contract + 3 months claim period.
	<b>PERFORMANCE BANK GUARANTEE</b>
	Performance Bank Guarantee for 10% of contract value shall be furnished immediately after completion of supply valid upto guarantee period + 3 months claim period.
<b>14.0</b>	<b>DELIVERY TERMS</b>
	When the goods are ready for shipment BHEL / owner should be notified by the contractor through Email. Notification of delivery or despatch in regard to each and every consignment shall be made to the owner/BHEL immediately after despatch or delivery

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	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 them and other shipping particulars. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing list, and full details of the contents of packages and quantity of goods shall be submitted to enable the consignee to check the goods on arrival at destination.
<b>15.0</b>	<b>SHOP ASSEMBLY AND INSPECTION</b>
15.1	Shop assembly to the largest extent feasible shall be performed by the contractor to assure proper fitting of the various parts and for checking the correctness of clearances and dimensions. Parts thus assembled shall be match – marked for reassembly at the site. Prior to be dismantled for shipment a detailed description of the intended shop assemblies shall be submitted along with the Quality Assurance Plan.
15.2	No Goods shall be shipped before all tests and inspection have been carried out according to the approved Quality Assurance Plan unless otherwise instructed by BHEL.
15.3	The acceptance of any Goods prior to shipment shall in no way relieve the contractor of any of his responsibilities for meeting all the requirement of the specification and shall not prevent subsequent rejection if such Goods are found to be defective.
15.4	BHEL/ owner and their 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.
15.6	BHEL engineer shall on giving seven (7) days notice in writing to the contractor setting our any ground of objection which he may have in respect of the plant/equipment /work, be at liberty to reject any drawings and all or any plant or workmanship, subject to any of the said ground of objection, which in his opinion are not in accordance with the contract / order. The contractor shall give due consideration to such objection and shall either make the modifications that may be necessary to meet the said objections or shall satisfy the engineer that no modifications are necessary to comply with the contract/order.
15.6	The contractor shall give the engineer and his duly authorized representatives notice of any material being ready for testing, and the engineer or the said representative shall (unless the inspection of tests voluntarily waived) on giving reasonable previous notice in writing to the contractor attend at the contractor's premises (as the case may be ) within twenty (20) days of the date on which the material is notified as being ready, failing which the contractor may proceed with the tests which shall be deemed to have been made in the engineer's presence. All standard shop tests physical and chemical tests required by the standards or as may be prescribed or approved by the engineer reserves the right to waive any of the above tests requirement and to prescribe new tests required if fours necessary to expedite the work or to confirm to the latest and best practice. Definition, method of measurement, calibration of inspection, measuring and test equipments and required procedure as referred in the above standard and / or those approved by the engineer and equivalent shall be followed. The contractor shall forthwith forward to the engineer duly certified copies of the test certificates in quadruplicate for approval. Further copies of the shop test certificate shall be bound will the instruction manuals.
15.7	In all cases where the order/ contract provided for tests/ inspections whether at the premises or works of the contractor or any sub-contractor the contractor, except where otherwise specified shall provide free of charge to BHEL such labour, materials, electricity, fuel, water, stores, apparatus, inspection measuring and test equipments as may reasonably be required to carry out efficiently such tests of the equipment/ plant, in accordance with the order/ contract and shall give facilities to the engineer or his authorised representative to accomplish such testing.
15.8	The contractor shall maintain & ensure necessary safety measures as required for inspection and tests like HV test, Pneumatic test, Hydraulic test, Loan test Spring test, Bend test etc, of his/his subcontractors works to enable inspection Agency for performing inspections. If any test equipment is found not complying with proper safety requirements, then the inspection agency may withheld inspection, till such time desired safety requirements are met.
15.9	<b>INSPECTION MEASURING AND TEST EQUIPMENTS (IMTE)/ MMD</b>
15.9.1	Inspection measuring and test equipments (IMTE) whether used by the contractor or his sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE shall be in sound condition during usage.
15.9.2	In addition to above, contractor shall ensure the following.

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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.
15.9.2.5	In case during recalibration the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE should be furnished to BHEL. NOTE: BHEL decision on acceptability of the product in such case shall be binding.
15.9.2.6	IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.
15.9.2.7	Responsibility of usage of valid and calibrated IMTEs by sub-contractors shall be of the contractor.
15.9.2.8	In case calibration records are required by owner/ BHEL, copies of the same shall be furnished.
<b>16.0</b>	<b>MATERIALS AND WORKMANSHIP</b>
16.1	All Goods to be supplied and all works to be done by the Contractor under Contract shall be manufactured and executed in the manner stipulated in the specification or where not specified, to the satisfaction of the Engineer.
16.2	All materials used in the manufacture of the plant/equipment/system shall be selected from the best available for the purpose considering strength, durability and best engineering practice, free from defects and imperfection of recent manufacture and unused. Liberal factors of safety shall be used throughout the design and specially in the design of all parts subject to alternating stresses or shocks.
16.3	All the work shall be performed and completed in a thorough work-man like manner and shall follow the best modern practice in the manufacture of high grade equipment notwithstanding any omission in the Specification.
16.4	Castings shall be free from blow holes, flaws, cracks or other defects and shall be smooth, close – grained and of true forms and dimensions. No plugged or filled –up holes or other defects will be allowed. Such castings are liable to be rejected. However, the Contractor may rectify minor casting defects by welding or other method in accordance with the standard manufacturing practice provided such rectifications does not affect the strength of the casting or impair with the efficient working of the Plant and prior approval of BHEL is obtained for the same.
<b>17.0</b>	<b>COMPLETENESS OF EQUIPMENT</b>
17.1	The equipment shall be completely installed in every respect with all mountings, fixtures and standard accessories which are normally supplied even through not specifically detailed in the Specification. The Contractor shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures and accessories if needed for safe operation of the equipment as require as per applicable codes of the country through they may not have been included in the Contract.
17.2	Parts of all similar equipment supplied shall be interchangeable with on another.
17.3	All the equipment supplied under this contract shall be subject to BHEL/owner's approval according to applicable stipulations set-forth in the specifications.
<b>18.0</b>	<b>REJECTION OF DEFECTIVE SYSTEM</b>
18.1	If the completed system 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 system good or alter the same to make it comply with the requirements of the contract without any commercial implication to BHEL. 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 system, 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 system.
18.2	In the event of such rejection, BHEL shall have the right to operate any and/or all equipment as long as it is in operating condition, whether or not, such equipment has been accepted as complete and satisfactory to enable contractor to obtain necessary replacement except that this shall not be constructed to permit operation of any equipment

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	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 system 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 system.
18.3	Nothing in this clause shall be deemed to deprive BHEL or, effect any right under the contract which he may otherwise have in respect of such defects or deficiencies or in any way relieve the contractor or his obligation under the contract.
<b>19.0</b>	<b>TAKING OVER</b>
	Upon successful completion of all the tests to be performed at the site on equipment, systems and material furnished and erected by the contractor and on completion of successful trial run, BHEL shall issue to the contractor a taking over certificate. Issuance of such certificate shall not be reasonably 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.
<b>20.0</b>	<b>GUARANTEE/ WARRANTY</b>
20.1	The contractor shall warrant that the equipment / item supplied shall be free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest rate and consistent with the established and generally accepted standards for stores of the type ordered in full conformity with the order/contract, specifications, drawings or samples, if any. Contractor shall also 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 of cost and performed promptly and satisfactorily by the contractor within three months. If the contractor so desires and BHEL agrees subject to import control regulation, the replaced parts can be taken over by him or his representative or the same can be arranged to be despatched by the contractor or his representative at contractor's cost as he deems fit within a period of three months from the date of replacement of equipment/ item/ parts.
20.5	The cost of any special or general overhaul rendered necessary during guarantee / warranty period due to defects in the plant or, defective work carried out by the contractor the same shall be borne by the contractor.
20.6	If for rectification or replacement of any part of equipment or work due to defective materials, manufacture or design or workmanship, the services of the contractor's personal are requisitioned within the guarantee/ warranty period, these services shall be made available free any cost to BHEL/ owner.
20.7	All the replaced equipment/ item shall also be guaranteed as per provision of guarantee/ warranty.
21.0	Void
22.0	Void
23.0	Void
<b>24.0</b>	<b>PACKING</b>
24.1	The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
24.2	The packing shall be capable of withstanding the rigours of transit and handling at various points / ports.

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24.3	In case of shipment by sea the packing shall be sea worthy of international standard.
24.4	Packing list shall also be submitted along with advance set of documents for claiming payment indicating following.  Packing size. Gross weight and set weight of each package.
<b>25.0</b>	<b>SHORTAGE/ DAMAGE</b>
25.1	In case of shortages/ damages noticed on receipt of materials at site, the contractor should replenish the same immediately. Replenishment of damages arising out of faulty and insufficient packing will be to the cost of contractor and shortages out of sound cases, if not accepted by under writer, will have to be replenished free of cost by the contractor.
25.2	In case of faults, deficiencies in materials, components assemblies, subassemblies etc, these are to be supplied free of cost to enable the equipment to be put in order.
<b>26.0</b>	<b>INTER-CHANGEABILITY</b>
26.1	All similar components / parts of similar equipment supplied shall be interchangeable with one another.
26.2	Even though all the work and materials necessary to the satisfactory completion of the works may not be detailed in the specifications and schedules, their cost will be considered to be within the order / contract and no extra charges will be accepted.
<b>27.0</b>	<b>DEFAULT BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE</b>
27.1	If the contractor fails to deliver the equipment / plant or any instalment thereof within the period (s) fixed for such delivery or at any time repudiates or otherwise abandons the order /contract before expiry of such period or otherwise fails to perform the order/contract or commits any breach of the order / contract not herein specifically provided for or if the contractor being an individual or if a firm on a partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time composition under any insolvency Act for the time being in force or make any assignment of the order / contract or enter into any assignment of the order/contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the partnership Act or if the contractor being a company is wound up voluntarily or by order of a court or a Receiver. Liquidator or Manager on behalf of the debenture holders/ creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder / creditors to appoint a receiver, liquidator or manager, BHEL without prejudice to his right to recover any expenses, losses or damages to which BHEL may be put to incur or sustain by reason of the contract shall be entitled to cancel the order/contract on whole or portion thereof without compensation to contractor and if so desires, he may procure upon such terms and in such manner as he deems appropriate items not so delivered or others of a similar description where items exactly complying with particulars are not, in the opinion of BHEL, which shall be final, readily procurable, at the risk and cost of the contractor and the contractor shall be liable to BHEL for any excess costs provided that the contractor shall continue the performance of the order/contract to the extent not cancelled under the provisions of this clause. Provided also that the contractor shall not be entitled to any gain on repurchase etc.
27.2	<b>NEGLIGENCE</b>  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 contravene 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 to 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 of 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

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	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.
<b>28.0</b>	<b>FORECLOSURE OF CONTRACT</b>
	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 contractor 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.
<b>30.0</b>	<b>ASSIGNMENT AND SUB-CONTRACTING</b>
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 BHEL's 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 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 along with 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 of 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.
<b>31.0</b>	<b>FORCE MAJEURE</b>
	The Following shall amount to force majeure.
31.1	Acts of God, acts of any Government, war, sabotage, riots civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the contractor has no control.
31.2	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period or time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports of BHEL in writing the causes or delay and contractor shall not be eligible for any compensation.
<b>32.0</b>	<b>Void</b>
<b>33.0</b>	<b>CONSIGNEE'S RIGHT OF REJECTION</b>
	Notwithstanding any approval which BHEL or the engineer may have given in respect of the plants / equipment / items or any materials or other particulars or the work or workmanship involved in the performance of the order / contract (whether with or without any test carried out by contractor or the engineer or under the direction of the engineer), and notwithstanding delivery of the same where so provided to the interim consignee, it 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

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	conditions of order / contract whether on account of any loss, storage, deterioration or damage before despatch or delivery or during transit or otherwise, howsoever.
<b>34.0</b>	<b>SETTLEMENT OF DISPUTE AND ARBITRATION</b>
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.
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 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.
34.7	The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.
34.8	Work under the contract shall continue during arbitration proceeding unless BHEL shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.
34.9	Subject arbitration as aforesaid, shall be conducted in accordance with the provision of The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall only be Hyderabad.
<b>35.0</b>	<b>CONTRACT AGREEMENT, EFFECT AND JURISDICTION (if applicable)</b>
35.1	The contractor shall within 60 days from the date of LOI/P.O. but in any case before submitting his first bill for payment enter into and execute a contract agreement (to be prepared at the cost of the contractor). In the event of the failure of the contractor to execute the contract agreement within the time specified above, BHEL may cancel the LOI and forfeit his SD unless this period is extended by BHEL.
35.2	The agreement will be signed in seven (7) originals and the contractor shall be provided with one (1) signed original and the rest will be retained by BHEL. These General conditions together with the specifications, tenders drawings and technical particulars, tender data with subsequent agreed modification thereof. Tender, all correspondences with BHEL and signed agreement and other supporting documents shall constitute the contract document(s) No variation or modification of terms and conditions of the contract documents or waiver of any of these terms and conditions shall be deemed valid unless agreed in writing and signed by the BHEL and the Contractor.
35.3	The failure of either party to endorse at any time of the provisions of the contract or any right thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to affect the validity of the Contract. The exercise by either 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

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	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 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 Sangareddy/Hyderabad under this contract shall have exclusive Jurisdiction in all matters arising under this contract, including Arbitration Awards.
<b>36.0</b>	<b>DIRECT TAX</b>
36.1	BHEL shall not be liable towards income tax of whatever nature including variations thereof arising out of this order/contract as well as tax liability of the contractor and his personnel.
36.2	Deductions of tax at source at the prevailing rate shall be effected by BHEL before payment as a statutory obligation.
<b>37.0</b>	<b>PATENT RIGHTS</b>
37.1	The Contractor shall defend any claim which 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.
<b>38.0</b>	<b>INDEMNIFICATION OF BHEL</b>
	The Contractor shall insure all his personnel, tools and tackles, drawings etc. and shall also take a third party liability cover to indemnify BHEL of all liabilities such may come up due to any act or omission on the part of Contractor, his agent, representative, or sub-contractor(s) and cause harm/damage to other contractor / representatives of the owner / BHEL or all or anybody rendering service to the owner/BHEL or is connected with the owner's /BHEL's work in any manner whatsoever. The Contractor shall necessarily indemnify BHEL in all these respects and the indemnification and insurance policy shall be subject to approval of the owner / BHEL.
<b>39.0</b>	<b>PREVENTION OF EXTRAORDINARY TRAFFIC AND PROTECTION OF HIGHWAY</b>
	The Contractor shall use every reasonable means to prevent any of the highways of 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 of such load must in all probability damage the 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 of damage or injury to highways or bridges, he shall immediately notify the same to the contractor and thereafter the contractor shall negotiate the settlement of and pay all sum due in respect of such claim and shall indemnify BHEL in respect thereof and in respect or all claims demands, cost charges and expenses in relation thereto.
<b>40.0</b>	<b>MEMBERS OF STAFF ETC NOT PERSONALLY LIABLE</b>
	Neither any member of BHEL's staff nor the Engineer, nor the Engineer's representative shall be in any way personally liable for the acts or obligations under the contract or answerable for any default or omission on the part of BHEL in the observance or performance of any of the acts, matters, or things which are herein contained.
<b>41.0</b>	<b>POWER TO VARY OR OMIT WORK</b>
41.1	No alternations, amendments, omissions, additions, suspensions or variation of the work (hereinafter referred as "variations") under the contract shall be made by the contractor except as directed in writing by BHEL. But BHEL shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by

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	notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable, as though the said variations occurred in the contract Documents.
41.2	If any suggested variations would in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract he shall notify BHEL thereof in writing and BHEL shall decide forthwith whether or not the same shall be carried out and if BHEL confirms his instruction, the contractor's obligations and guarantee shall be modified to such and extent as may be justified.
<b>42.0</b>	<b>SUSPENSION OF WORK</b>
42.1	BHEL reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provision of the contract. Orders for suspension or reinstatement of the work will be issued by BHEL to the contractor in writing. The time for completion of the work be extended for a period equal to duration of the suspension.
<b>43.0</b>	<b>LIST OF STANDARDS FOR REFERENCE</b>
43.1	International Standards Organisation (ISO).
43.2	International Electro-technical Commission (IEC).
43.3	American Society of Mechanical Engineers (ASME).
43.4	American National Standards Institute (ANSI).
43.5	American Society for Testing and Materials (ASTM).
43.6	American Institute of Steel Construction (AISC).
43.7	American Wilding Society (AWS).
43.8	Architecture Institute of Japan (AIJ).
43.9	National Fire Protection Association (NFPA).
43.10	National Electrical Manufacturer's Association (NEMA).
43.11	Japanese Electro-Technical Committee (JEC).
43.12	Institute of Electrical and Electronics Engineers (IEEE).
43.13	Federal Occupation Safety and Health Regulations (FOSHA).
43.14	Instrument Society of America (ISA).
43.15	National Electric Code (NEC).
43.16	Heat Exchanger Institute (HEI).
43.17	Tubular Exchanger Manufacturer's Association (TEMA).
43.18	Hydraulic Institute (HIS).
43.19	International Electro-Technical Commission Publications.
43.20	Power Test Code for Steam Turbines (PTC).
43.21	Application German Standards (AGS).
43.22	Application British Standards (ABS).
43.23	Application Japanese Standards (AJS).
43.24	Electric Power Research Institute (EPRI).
43.25	Standard of Manufacturer's Standardisation Society (MSS).
43.26	Bureau of Indian Standards Institute (BIS).
43.27	Indian Electricity Rules.
43.28	Indian Boiler Regulations (IBR).
43.29	Indian Explosives Act.
43.30	Indian Factories Act.
43.31	Tariff Advisory Committee (TAC) Rules.
43.32	Emission regulation of Central Pollution Control board (CPCB).
43.33	Pollution Control regulations of Dept of Environment Govt of India.
43.34	Central Board of Irrigation and Power (CBIP) Publications.
43.35	Any other statutory Codes/ Standards/ Regulations.

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## **SUPERVISION OF ERECTION & COMMISSIONING**

### **1. THE SELLER'S OBLIGATIONS**

The Seller shall, upon notification in accordance with Clause 3 from the Purchaser, provide the services of the competent supervisors -

- a) To give to the Purchaser or his site representative the necessary instructions for the erection, commissioning & performance testing of the Product/ equipment.
- b) To supervise the manner in which the Seller's instructions are carried out.

The number and qualifications of the Seller's personnel, and the estimated duration of erection, shall be as included in the contract.

### **2. THE PURCHASER'S OBLIGATIONS**

Erection will be carried out by the Purchaser, who shall, at his own expense, provide the skilled and unskilled labour, all erection tools and everything necessary for the erection of the Product/ Equipment.

### **3. NOTIFICATION OF READINESS OF THE SITE**

The Purchaser shall give the Seller a notice in advance (15 days for indigenous / 45 days for imports/ as per contracted terms) in writing of the date at which the site will be ready for the work and the commencement of supervision. Bidder to mobilize concerned competent person for supervision of Erection & commissioning activities within a period of 7 days of receipt of intimation in this regard by BHEL.

### **4. LOCAL LAWS AND SAFETY REGULATIONS**

The Seller shall ensure that his staff complies with local laws and safety regulations as applicable at the work site. Any liability or penalty arising due to violation or non-compliance thereof shall be to Seller's account.

### **5. SUPERVISION PAID FOR ON A TIME BASIS**

Payment of per diem supervision charges by the Seller's personnel as agreed in the contract shall be calculated from the date of reporting at work site to the date of departure from site, including intervening holidays and weekly offs.

### **6. SITE REGISTER**

A site register shall be maintained at work site wherein all works carried out and problems encountered, if any, will be recorded. This site register will be completed and signed daily by the representatives of the parties.

Unless otherwise specified in the contract, the representatives shall be authorised to act on behalf of their respective parties in all matters concerning the erection work and the supervision.

Wherever these Supplementary Conditions stipulate that written notice shall be given, the representative shall be authorised to receive such notice on behalf of the party he represents.

### **7. WORK COMPLETION CERTIFICATE**

Upon completion of the contracted scope of work, Purchaser shall issue a 'Work Completion Certificate'.

### **8. EXTRA COST DURING ERECTION**

If it is shown by the notices in the site register or otherwise proved by the Purchaser that the Seller has failed, to perform his obligations in accordance with Clause 1, or has failed to use proper skill, care and diligence in carrying out the said obligations, thereby causing the cost of erection to be increased, the Purchaser shall be entitled to claim compensation for such extra cost. The Seller shall make good any damage to the Product/ Equipment occurring during supervision of erection & commissioning caused due to negligence by Seller's personnel.

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The special conditions of contract (SCC) inscribed hereunder shall be read and construed along with general conditions of contract (GCC) as part of the tender document and in case of any conflict or inconsistency, the provision of the SCC shall prevail. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volume, the same shall be brought out by the bidder as per **clause No. 9.1.5 of Technical specification PEMC 03845 Rev 00**, if applicable, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO	DESCRIPTION
<b>1.0</b>	<b>NAME OF WORK</b>
	The scope covers design, engineering, manufacturing, Procurement, inspection, testing at manufacturer's/ vendor's/ sub-vendor's works proper packing, transportation to site including freight & insurance, supervision services of E&C and performance testing for total scope as defined in technical specification ( <b>PEMC 03845 Rev 00</b> ) along with all its annexure of <b>Foam Protection System for 2x250 MW units at BARAUNI Extension Project, U #8 &amp; 9 at Begusarai, BIHAR.</b>
<b>2.0</b>	<b>BROAD SCOPE OF WORK</b>
2.1	The work to be done under this specification comprises of design, engineering, manufacturing, assembly, inspection, testing at manufacturer's/sub-vendor's works, painting, proper packing, transportation, delivery, handing over at site of equipments and supervision of Erection & Commissioning as stated above & detailed in the specification under Volume II and elsewhere in the tender document.
2.2	Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
2.3	The Scope of work broadly covers as per specification under Vol. II & elsewhere in the document but shall not be limited to the following:
2.3.1	Detail design of all equipments & sub-system and work as per specification.
2.3.2	Preparing the manufacturing quality plan.
2.3.3	Complete manufacturing of all the equipments/sub-system including shop, field testing and assembly as per specification.
2.3.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
2.3.5	Providing requisite sets (both hard & soft copy) of engineering drawings, RTF, data, operation & Maintenance manual, As built drg, Plant Handbook, Storage, Preservation & Painting Manual, Erection Manual etc. as specified elsewhere in this tender.
2.3.6	Arranging inspection of equipments and accessories etc. at manufacturer's/sub vendor's premises.
2.3.7	Packing & transportation of the goods from the manufacturer's works/sub vendor's works.
2.3.8	Any equipments not specified here but required to make the equipments complete shall be under the scope of the Vendor.
2.3.9	Providing preventive routine maintenance schedule of the equipment / sub-system.
2.3.10	Transportation of materials on FOR destination/site basis / CIF Mumbai basis (for foreign vendors) and door delivery of materials at site.
2.3.11	Preparing the schedules and furnishing progress report in requisite mode and number.
<b>3.0</b>	<b>SITE VISIT</b>
	Contractor should visit site and acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
<b>4.0</b>	<b>PROJECT MANAGEMENT</b>
	To meet the need of project management, contractor shall provide the following services within quoted/ accepted prices.

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4.1	<b>PLANNING &amp; MONITORING</b>
4.1.1	The contractor shall prepare L1 schedule/ network of Engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall project schedule.
4.1.2	Based on L1 network the 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 despatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
4.1.3	Based on L2 network the contractor will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/BHEL hold points, responsibility of the customers/BHEL and contractor.
4.1.4	Above schedules are to be preferably made in PRIMAVERA, so that the same is compatible with BHEL's project management software.
4.1.5	Above schedules/ networks would be submitted to BHEL sequentially by the contractor within 15 days from date of LOI and finalised within a month.
<b>4.2</b>	<b>PROGRESS REPORTING</b>
4.2.1	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 floppies/ 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 BHEL / BHEL site. A copy of the progress report must be submitted to Purchase / PE&SD, BHEL, Hyderabad latest by 7 <sup>th</sup> of every month covering the detailed progress achieved in the previous month.
4.2.2	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.
4.2.3	Weekly progress review meetings will be held at site for supervision of E&C 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.
4.2.4	Periodic progress reviews on the entire activities of execution in respect of supply and supervision of E&C in scope of bidder will be held once in a month. 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.
4.2.5	Still color photography (matt paper, post card size, max 10 nos, 3 copies each, per month for the entire contract execution period) depicting progress of the work, damage to the machine parts, if any, as directed by BHEL site engineer is to be arranged by the successful bidder at his own cost.
4.2.6	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 floppies (1.44 MB) & handed over to BHEL as per requirement.
4.2.7	Other provisions of Volume-IA of this tender would be applicable.
<b>5.0</b>	<b>SERVICES TO BE RENDERED BY THE VENDOR</b>
5.1	Services for complete engineering, coordination and project management as detailed elsewhere in this tender.
5.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
5.3	Supply of main equipment along with other items as per specification maintaining sequential dispatch.

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5.4	Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning till handing over of the plant/ equipment
5.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, etc including "As Built Drawing".
5.6	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
5.7	<b>DOCUMENTS</b>
5.7.1	The contractor shall furnish 6 (six) sets of approved drawing & documents 6 months prior to commissioning.
5.7.2	The contractor shall furnish 6 (six) sets of "operation & maintenance manuals" 3 months prior to commissioning.
5.7.3	The contractor shall furnish 6 (six) sets of "Plant Handbook covering design, performance data, P&IDs, SLDs, flow charts, sequence, protection & Interlock Scheme, alarm & trip valves, performance curves, GA & Layout drawings, important Do's and Donot's" etc 3 months prior to commissioning.
5.7.4	The contractor shall furnish 6 (six) sets of as-built drawing along with 4 copies of CD ROM.
5.7.5	The contractor shall furnish 6 (six) sets of "storage, preservation & painting manual".
<b>6.0</b>	<b>COMMUNICATION</b>
	The contractor shall be responsible for arranging all communication facilities for himself at office. The contractor has to establish independent internet/e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with BHEL's voice/data network and database systems at site. The contractor's office must have facilities of communications like Fax, E-mail, and Telephone with STD facility etc.
<b>7.0</b>	<b>GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)</b>
7.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
7.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.3	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
7.4	Wherever specified or required the Plant/ equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc. wherever required, obtaining approval for Plant/Equipment supplied under the specification from statutory authorities shall be the responsibility of the contractor.
<b>8.0</b>	<b>ENGINEERING SERVICES</b>
	As part of the overall project management activity, the contractor shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The contractor shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contractors. The Engineering Manager shall be the single point contact person on behalf of the contractor and shall be responsible for all engineering co ordination.
<b>9.0</b>	<b>INSURANCE</b>
	The transit insurance shall be arranged and borne by vendor upto BSEB, Barauni Site.
<b>10.0</b>	<b>TAXES AND DUTIES</b>
10.1	<b>EXCISE DUTY</b>
10.1.1	Excise duty actually incurred by seller/ contractor on self manufactured items against

	the despatch made from his factory/ works constituting a sale under the order/ contract, alone shall be reimbursed at actual against requisite documentary evidence i.e. Original Excise Invoice .
10.1.1.1	The invoice cum Excise Duty gate pass (Excise Invoice) should contain the name of ultimate consignee as specified in the order/ contract.
10.1.1.2	No excise duty shall be payable by purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than seller/ contractor's factory/ works.
10.1.1.3	The seller/ contractor is required to ensure that excise duty is properly calculated and paid and exemption and benefits are fully availed of.
10.1.1.4	Bidder to consider the benefit of CENVAT in their quoted basic price.
10.1.1.5	If the seller/ contractor claims/ obtains any refund of the excise duty paid and gets reimbursed, the same shall be refunded to the purchases immediately.
10.1.1.6	Excise duty shall be paid at actual. Additional excise duty due to statutory variation, if imposed after due date of submission of latest price offer and within contract period including extension, if any (provided reason for extension is not attributable to vendor), will be reimbursed at actual by BHEL.
10.1.1.7	No statutory variations shall be permissible beyond the contractual period.
10.2	CENTRAL SALES TAX
10.2.1	Central Sales tax shall be payable extra on submission of Tax Invoice, if the same is payable by the bidder to the respective Government Authorities meeting all statutory requirements and availing all exemption/ concessions under the Central Sales Tax Act, 1456. Bidder shall show CST separately in the Tax Invoice for inter-state sales at prevailing rate.
10.2.2	Sales tax on bought out items paid/ payable by bidder to the sub-vendors shall be borne by bidder and shall not be invoiced to / paid extra by BHEL.
10.2.3	BHEL proposes to make sale in transit as per Sec 6(2) (b) of the CST Act, 1456 where goods are moving inter-state. "C" Form shall be issued and exchanged against E-1/II Certificates based on quarterly transaction. The bidder is required to submit his request within 10 (ten) days from the end of the quarter in the specified format. No concessional forms shall be issued for goods moving within the state of Bihar.
10.2.4	In order to obtain the benefit of Transit Sale exemption U/S 6(2), following mode of documentation shall be followed.
10.2.4.1	FOR SELF MANUFACTURED ITEMS OF VENDORS  <i>In case of BOP, vendor's LR/ RR/ GR/ CN must the bear the name of BHEL as 'Consignee'. BHEL will endorse the following words on the back of dispatch documents, ie LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, ie after movement commences and before it terminate.</i>  <i>'Please deliver the goods to (State customer's name &amp; address), (State customer's CST No).'</i>  <i>Name of authorized signatory of BHEL's MM department: _____</i>  <i>Date: _____</i>  <i>Signature: _____</i>
10.2.4.2	FOR BOUGHT-OUT ITEMS OF VENDORS:
10.2.4.2.1	STEP-1  <i>Sub-vendors' LR/ RR/ GR/ CN must the bear the name of vendor as 'Consignee'. Vendor must endorse the following words on the back of 5uthoriz documents, ie LR/ RR/ GR/ CN prior to the date of receipt of materials by vendor, ie after movement commences and before it terminates.</i>  <i>'Please deliver the goods to (State BHEL's site's name &amp; address), (State BHEL's CST No).'</i>

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	<p>Name of authorized signatory of vendor: _____</p> <p>Date: _____</p> <p>Signature: _____</p>
10.2.4.2.2	<p><b>STEP-2:</b></p> <p><i>BHEL must endorse the following words on the back of 6uthoriz documents, ie LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, ie after movement commences and before it terminates.</i></p> <p><i>'Please deliver the goods to (State customer's name &amp; address), (State customer's CST No).'</i></p> <p>Name of authorized signatory of BHEL's MM department: _____</p> <p>Date: _____</p> <p>Signature: _____</p>
	<b>NOTE</b>
10.2.5	<p><b>Original Excise Invoice must be in the name of project (E.S.E(Project) AT+PO-Barauni Thermal Power station, District:-Begusarai,PIN:-- 851116) , A/C BHEL for self manufactured items.</b></p>
10.2.6	<p><b>Original Excise Invoice must be in the name of project (E.S.E(Project) AT+PO-Barauni Thermal Power station, District:-Begusarai,PIN:-- 851116) , A/C Vendor , A/C BHEL for bought out items.</b></p>
10.3	<b>VALUE ADDED TAX</b>
10.3.1	Contractor has to obtain Tax Clearance Certificate from the prescribed Authority in terms of SEC 42 OF BIHAR VALUE ADDED TAX ACT, 2005 read with Rule 28 of BIHAR VALUE ADDED TAX Rule , 2005 before issue of W.O to Contractor.
10.3.2	The bidder must be registered with the sales tax authority in the state of BIHAR for supply from the state of BIHAR. The bidder must produce copy of the Registration Certificate issued by the Sales Tax Authority. The bidder must issue "TAX INVOICE" showing VAT charged separately in case of supply from the State of BIHAR .
10.3.3	<p>Bidder to consider the benefit of Input Credit of VAT in their offer.</p> <p>VAT shall be payable extra, on all items supplied from Bihar on submission of Tax Invoice &amp; as per tariff applicable, if the same is payable by bidder to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under the BIHAR Value Added Tax Act, 2005.The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late/ non submission of "TAX INVOICE", VAT shall not be paid at all.</p>
10.3.4	BHEL is registered with Sales Tax authority in the state of BIHAR.
10.4	<b>COMMON FOR CST AND VAT</b>
10.4.1	Any variation on CST/ VAT, if imposed subsequent to latest due date of offer submission, as per NIT & TCN (Tender Change Notice), as applicable, by statutory authority within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL.
10.5	<b>CUSTOMS DUTY</b>
10.5.1	Customs Duty element for imported items shall be included in basic prices. No

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	variation in customs duty and exchange rate for imported items shall be payable by purchaser.
10.5.2	Seller/ contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
10.6	<b>DIRECT TAX</b>
	Purchaser 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 seller/ contractor and his personnel.
10.7	<b>ENTRY TAX :</b>
10.7.1	<b>Entry Tax:</b> Contractor has to get Entry Tax Registration Certificate from Local Sales Tax Authority and has to pay Entry Tax on the Import Value for bringing scheduled goods to local area of Barauni for use, sale & consumption for this Project / Purchase Order. Entry Tax paid Challan / Invoice Copy shall be made available to BHEL-Site Finance on a monthly basis.
10.7.2	Entry tax shall be reimbursed by BHEL on Purchase/Import Value of the Scheduled Goods as per Entry Tax Act, paid by the vendor purchased inter-state or intrastate but not for any materials purchased from Barauni Local Area.
10.7.3	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.
<b>11.0</b>	<b>COMPLETION PERIOD</b>
	The vendor shall supply materials in such a manner that entire supply gets completed within 8 (eight) months from the date of LOI/PO.
<b>12.0</b>	<b>SCHEDULE OF SUPPLY</b>
	The contractor shall furnish the L-1, L-2/ L-3 schedule indicating break-up of supply of various items under this specification within the stipulated completion period.
<b>13.0</b>	<b>MOBILISATION ADVANCE/INTEREST BEARING RECOVERABLE ADVANCE</b>
	No mobilization advance/Interest bearing Recoverable advance shall be given for this contract.
<b>14.0</b>	<b>CONTRACT PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT</b>
	The successful bidder to furnish Contract Performance Bank Guarantee for 10% of contract value within 30 days from the date of receipt of PO valid till completion of the contract + 3 months claim period.
<b>15.0</b>	<b>PERFORMANCE BANK GUARANTEE</b>
	Performance Bank Guarantee for 10% of contract value shall be furnished immediately after completion of supply valid upto guarantee period + 3 months claim period.
<b>16.0</b>	<b>PAYMENT TERMS</b>
16.1	For all items of package as per rate schedule of main supply, payment shall be made as per following break-up of basic price.
16.1.1	a) <b>Supply:</b> <b>For Indigenous Vendors :</b> <ul style="list-style-type: none"> <li>• 5% against completion of all engineering documentation &amp; approval of system BOQ and submission of Bank Guarantee of equivalent value from any Nationalized bank as per the specified format (Annexure-I) valid upto completion of total supply.</li> <li>• 65% + 100% taxes &amp; duties against dispatch documents on prorata basis as per approved billing schedule along with submission of proof of date of receipt of material at site i.e., acknowledged LR.</li> </ul>

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	<ul style="list-style-type: none"> <li>• 10% against Material Receipt Certificate issued by BHEL Barauni site</li> <li>• 10% against Erection Documentation as per Clause No. 15.5 of Technical Specification (PEMC 03845 Rev 00) after completion of supply.</li> <li>• 10% on completion of Guarantee period and submission of E1 forms, O&amp;M Manuals, final drawings etc.</li> <li>• All documents are to be submitted directly to us and not through bank.</li> </ul> <p><b>For Foreign Vendors :</b></p> <ul style="list-style-type: none"> <li>• 5% against completion of all engineering documentation &amp; approval of system BOQ and submission of Bank Guarantee of equivalent value from any Foreign Bank which shall be confirmed by any of the BHEL consortium banks as per the specified format (Annexure-I) valid upto completion of total supply.</li> <li>• 75% payment (less Indian Agency commission, if any) shall be paid against irrevocable Letter of Credit.</li> <li>• LC shall be opened only in the name of vendor on whom purchase order is placed.</li> <li>• LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.</li> <li>• All banking charges outside India will have to be borne by the supplier.</li> <li>• 10% against Erection Documentation as per Clause No. 15.5 of Technical Specification (PEMC 03845 Rev 00) after completion of supply.</li> <li>• 10% on completion of Guarantee period and submission of O&amp;M Manuals, final drawings etc.</li> </ul>
	Despatch documents shall mean the following :
16.1.2.1	Invoice/ excisable invoice in original.
16.1.2.2	LR / RR (consignee copy).
16.1.2.3	Packing list.
16.1.2.4	BHEL IRN (Inspection Release Note) by BHEL / BHEL nominated Inspection Agency, inspection & test certificate, Guarantee Certificate, Warranty Certificate etc. wherever applicable.
	No advance payment shall be made.
	No interest, whatsoever, shall be payable by purchaser on any bank guarantee submitted or any amount due to the vendor.
16.1.3	<b>Supervision of Erection &amp; Commissioning:</b> 100% on prorata basis for number of days on site certification by site officials.
16.1.4	Payment shall be made within 90 days(45 days in case of Industries registered as SSI with BHEL) after receipt of clear bill along with relevant supporting documents from you (applicable to every bill).
16.3	Detail billing schedule for 'Supply' shall be submitted by the successful vendor to BHEL for approval within 60-days of LOI/PO.
<b>17.0</b>	<b>ESCALATION(PVC)/OVER RUN COMPENSATION(ORC)</b> Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Over run compensation is not applicable for this package.
<b>18.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b> No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever.
<b>19.0</b>	<b>GUARANTEE</b>
19.1	Full Guarantee for the performance of the equipment and total system, for a period of 36 months from the date of dispatch or 24 months from the date of commissioning, whichever is earlier shall be considered.
19.2	Other provision shall be as per the GCC.
<b>20.0</b>	<b>PENALTY (Not Liquidated Damages)</b>

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20.1	<p><b>Supply</b> : Subject to force majeure, if vendor fail to complete the scope of tender within aforesaid completion period, BHEL shall have the right to recover as penalty a sum equivalent to 0.5 % (half percent) of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (Ten percent) of the order value.</p> <p><b>Supervision of E&amp;C</b> : Penalty is not applicable for supervision of E&amp;C part.</p> <p><b>Deviated Penalty</b> : Any loading on Penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.</p>
20.2	BHEL shall deduct the amount of such compensation from any money due or which may become due to the vendor and/or recover such compensation from the bank guarantees/ security deposit of the vendor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.
20.3	BHEL reserve the right to cancel the order/ contract or a portion thereof at the risk & cost of the vendor and the vendor shall be liable to BHEL for any excess costs thereof.
20.4	The vendor shall continue the performance of the order/ contract under all circumstances, to the extent not cancelled.
<b>21.0</b>	<i>Void</i>
<b>22.0</b>	<p><b>MATERIAL RECEIPT CERTIFICATE (MRC)</b></p> <p>MRC shall be issued by BHEL site or their authorized representative after the material is received at site in good condition.</p>
<b>23.0</b>	<p><b>CONSIGNEE</b></p> <p>Will be intimated at the time of dispatch</p>
<b>24.0</b>	<b>DESPATCH</b>
24.1	All materials/ plants/ equipments shall be transported by road including ODC consignment. Despatch shall only be made after inspection by BHEL / BHEL TPIA (BHEL Third Party Inspection Agency).
24.2	No consignment shall be dispatched on SELF basis. Material shall be despatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to site store shall be in the scope of vendor.
24.3	Each package should carry the packing slip / details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.
24.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in all respect and the plant / equipment is taken over by the owner the goods shall remain with the custody of the bidder.
<b>25.0</b>	<i>Void</i>
<b>26.0</b>	<i>Void</i>
<b>27.0</b>	<i>Void</i>
<b>28.0</b>	<p><b>APPROVED MANUFACTURER / SUB-VENDOR</b></p> <p>For other bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II.</p>
<b>29.0</b>	<p><b>INSPECTION &amp; JOINT VERIFICATION (AT VENDOR'S WORKS)</b></p> <p>Prior to dispatch, the materials would be offered by the vendor for joint inspection at the contractor's works as detailed in this tender specification for which the contractor would serve the advance notice of 15 days for inspection call to BHEL.</p>
<b>30.0</b>	<p><b>INSPECTION &amp; JOINT VERIFICATION (AT SITE)</b></p> <p>The contractor shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification of the equipment/ materials received at site. The contractor shall depute their representative within 7 days from receipt of such intimation failing which BHEL shall proceed with the inspection and verification of equipment/materials and BHEL's decision in this regard shall be final and binding to the contractor.</p>

<b>31.0</b>	<b>QUALITY PLAN</b> The bidder shall furnish the quality assurance plan which would be approved by BHEL/ owner.
<b>32.0</b>	<b>QUALITY ASSURANCE PROGRAMME</b> To ensure that the equipment & services under the scope of the contract whether manufactured/performed at contractor's works or at his subcontractor's premises or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme to control activities as necessary. Such programme shall be outlined by the contractor and shall be finally accepted by BHEL/ owner /authorised representative. A quality assurance programme of the contractor shall generally cover the following.
32.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance programme.
32.2	System for site erection control including process controls and fabrication and assembly controls.
32.3	The procedure for purchase of materials, parts, components and selection of subcontractor's service including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.
32.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
32.5	Control of non-conforming items and system for corrective actions.
32.6	Inspection and test procedure for all site related works.
32.7	Control of calibration and testing of measuring and testing equipment.
32.8	System for quality audit.
32.9	System for indication and appraisal of inspection status.
32.10	System for authorizing release of manufactured product to BHEL.
32.11	System for handling storage and delivery.
32.12	System for maintenance of records.
32.13	Furnishing of Quality Plan for manufacturing and Field activities detailing out the specific quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment /component.
<b>33.0</b>	<b>GENERAL REQUIREMENTS - QUALITY ASSURANCE</b>
33.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Programme. An indicative programme of inspection/tests to be carried out by the contractor for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive programme as it is the responsibility of the contractor to draw up and implement such programme duly approved by BHEL. The detailed quality plan for manufacturing should be drawn up by the bidder and will be submitted to BHEL for approval.
33.2	Manufacturing Quality plans will detail out for all the equipment and components, various tests/inspection to be carried out as per requirement of this specification and standards mentioned therein and the quality practices and procedures etc to be followed by the contractor's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing /performance testing.
33.3	The bidder shall furnish the copies of the reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents /standards etc will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved Quality Plans BHEL/ authorised representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, approved Quality Plan and Applicable standards must be documented and referred to BHEL for approval & disposition.
33.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection

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	and shall not in no way limit the liabilities and responsibilities of the Contractor in earning satisfactory performance of equipment as per specification.
33.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of BHEL/ owner.
<b>34.0</b>	<b>QUALITY ASSURANCE DOCUMENTS</b>
34.1	The contractor shall be required to submit the following Quality Assurance Documents within 2 weeks after dispatch of the equipment.
34.1.1	Test report of components.
34.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
34.1.3	Non destructive examination results/ reports including radiography interpretation reports.
34.1.4	Welder identification list listing welders and welding operator's qualification procedures and welding identification symbols.
34.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
34.1.6	Stress relief time temperature charts.
34.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
34.1.8	Inspection Report duly signed by QA Personnel of BHEL / BHEL TPIA and contractor for the agreed inspection hold points .During course of inspection the following will also be recorded.
34.1.8.1	When some important work repair work is involved to make the job acceptable.
34.1.8.2	The repair work remain part of the accepted product quality.
34.1.8.3	Letter of conformity certifying that the requirement is in compliance with finalised specification requirements.
<b>35.0</b>	<b>INSPECTION, TESTING AND INSPECTION CERTIFICATES</b>
35.1	The Engineer, his duly authorised representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the contractor shall obtain for the Engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on contractor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be contractor's responsibility and same has to be carried out within the quoted price.
35.2	To facilitate advance planning of inspection in addition to giving inspection notice the contractor shall furnish quarterly inspection programme indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
35.3	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The contractor shall give the Engineer/Inspector 15 days written notice of any material being ready for testing .Such test shall be to the contractor's account except for the expenses of the Inspector .The Engineer/Inspector ,unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test /inspection failing which the contractor may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
35.4	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to the contractor of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The contractor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications

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	are necessary to comply with the contract.
35.5	When the factory tests have been completed at the contractor's or subcontractor's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
35.6	In all cases where the contractor provides the tests at the premises of the contractor or any subcontractor, the contractor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
<b>36.0</b>	<b>OPERATING MANUAL AND MAINTENANCE INSTRUCTIONS</b>
36.1	The contractor shall provide at least 6 months before the time of commissioning, all necessary operating & maintenance (O&M) manual. The O&M manual shall be submitted in the form of one reproducible original and 6 hard copies and 2 soft copies in CDs.
36.2	The information which shall be contained in loose stiff backed covers, shall include following in addition to whatever has been specified in Volume-II of this tender.
36.2.1	A complete inventory of all main items of plant/equipment with identification details.
36.2.2	A complete set of all drawings, schematics, data sheets, schedules etc.
36.2.3	Service Manuals for all plant and equipment giving full descriptions of the main items and auxiliary items.
36.2.4	A schedule of recommendations for routine maintenance of all equipment inspection point, information on detection, cause and rectification of troubles and faults.
36.2.5	A lubrication schedule with all necessary drawings.
36.2.6	Manufacturer's literature for all the self manufactured and bought out items.
36.3	Acceptance of O & M Manual is subject to approval of BHEL.
<b>37.0</b>	<b>SPARES</b>
37.1	This contract does not include supply of any spares for the maintenance of the Plant or equipment. The contractor shall submit their quotation for recommended spares for 3 years satisfactory operation, of their own make as well as recommended spares required for bought out items. The purchaser may place orders for supply of spares on the contractor separately on receipt of detailed quotation categorizing the spares as (1) fast moving, (2) medium moving and (3) slow moving spare parts. The unit prices of such individual parts shall be valid till completion of guarantee period.
37.2	The contractor shall give warranty that before going out of production of the spare-parts, he will give advance notice to purchaser/ owner so that purchaser/ owner order his requirement of spares in one lot if he so desires. The contractor shall further give guarantee that if he goes out of production of spare parts, then he will make available blue prints/ drawings of spare parts and specifications of materials at no cost to the purchaser/ owner, if required, by purchaser/ owner to enable him to fabricate or procure spare parts from other sources.
37.3	Commissioning/ start up spares which are required at any time during the equipment installation till commercial operation of the unit are included in the contract & shall be handed over by the supplier to the purchaser.
37.4	Each sub-supplier for bought out items shall provide a full spare parts package showing information for each part, component, assembly and consumable item for each parent equipment item. The package shall also include detailed drawings together with complete spare parts lists giving sizes, materials rating etc.
37.5	Spare parts Data package – each parent equipment item shall be listed by name, service, sub-suppliers sales order number, equipment plant tag no., manufacturer, model, size, serial no. and Contractors purchase order no. A full spare parts data package shall be submitted for each parent equipment item and shall clearly state which parent equipment it supports. Four hard as well as two soft copies of the complete spare parts data package for Contractors manufactured items

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	/plant/equipment as well as sub-suppliers bought out items shall be furnished to the purchaser at least 3 months before the commissioning of the unit.
<b>38.0</b>	<b>CONTRACT PRICE</b>
38.1	Bidder shall quote their price as per the format of Volume-III, price schedule (Latest revision) only.
<b>39.0</b>	<b>PROJECT INFORMATION</b>
	<p><u>Details of proposed stage/ units</u>  Project name: <b>BARAUNI THERMAL POWER PLANT -2x250 MW EXTENSION PROJECT</b>  No of units x capacity: <b>2 x 250 MW.</b>  Project setting up by: <b>Bihar State Electricity Board (BSEB)</b></p> <p>Bihar State Electricity Board, hereafter referred to as BSEB, has awarded BHEL the job for establishing two numbers of coal fired thermal power plant of rating 250 MW each on Engineering, Procurement and Construction (EPC) package basis The units are proposed to be set up adjoining existing plant at Barauni Thermal Power Station, Extension unit 8 &amp;9 at district Begusarai in the state of Bihar, India.  Project site is disposed at N25<sup>0</sup>23'13.5" to N 25<sup>0</sup>23'54"latitude and E 86<sup>0</sup>01'05" to 86<sup>0</sup>01'46.3" longitude,</p> <p>It is essential that the bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given hereunder is for general guidance and shall not be contractually binding on the/ BHEL.</p>
	<b>APPROACH TO SITE</b>
	<p><b>LOCATION</b> :Barauni Thermal Power Station, Begusarai, Bihar</p> <p><b>NEAREST RAILWAY STATION</b> :Hathidah Railway Station (Broad Gauge) on Howrah-Patna route is about 3.5 KM away from the site.</p> <p>:Barauni Railway Station (Broad Gauge) on Howrah-Muzzafarpur route is about 15 KM away from the site.</p> <p><b>ROAD DISTANCES</b> : NH-31 is adjacent to site.</p> <p><b>NEAREST AIR PORT</b> : Patna, 110 KM away from Barauni.</p> <p><b>MODE OF TRANSPORTATION</b> : Rail/Road</p> <p><b>DESIGN AMBIENT TEMPERATURE</b>: 35.2 Deg.C maximum, 12.1 Deg.C minimum,</p> <p><b>DESIGN RELATIVE HUMIDITY</b> : 98% (Maximum)</p> <p><b>AVERAGE ANNUAL RAINFALL</b> : 1003.4 MM</p> <p><b>SEISMIC ZONE</b> : Zone-IV as per IS-1893 Part-I (2002)</p> <p><b>WIND SPEED</b> : 47 m/s</p>
	Owner: Bihar State Electricity Board (BSEB)
	Drawings attached with this specification are preliminary in nature & are not exhaustive. These drawings may get revised and /or new drawings will be furnished to bidder during detail engineering.
<b>40.0</b>	<b>SCHEDULE OF SUPPLY &amp; SUPERVISION OF E&amp;C</b>
	<u>Supply</u> : The vendor shall furnish the L-1, L-2/ L-3 schedule indicating break-up of start & finish dates of design & engineering, manufacturing/ supply (including main scope, spares, as applicable), within stipulated completion periods matching with project schedule for approval of BHEL. The schedule may have to be revised from

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	<p>time to time to meet revised project schedule/ requirement for approval of BHEL.</p> <p><u>Supervision of E&amp;C</u> : Bidder to note that they shall be required to provide supervision services as specified elsewhere in the technical specification for erection – commissioning &amp; performance testing activities. The specific dates of the requirement of such services shall be intimated to the bidder during contract execution stage as per BHEL’s site requirement. Bidder to mobilize concerned competent person for supervision of Erection &amp; commissioning activities within a period of 7 days of receipt of intimation in this regard by BHEL. Bidder to take cognizance of the fact that the E&amp;C activities of the tendered item may get delayed due to non availability of fronts etc. due to reasons beyond purchaser’s control. Bidder to however note that the prices quoted by them towards the supervision services as defined above shall remain firm till the completion of E&amp;C of the system by others. Bidder will not be entitled to raise any extra claim on account of these delays.</p>
<b>41.0</b>	<b>DIVISIBLE CONTRACT</b>
	It may clearly be understood by the bidders that separate orders shall be placed for (a) supply part by BHEL / PE&SD, Hyderabad and (b) supervision of E&C part by BHEL / PSER, Kolkata per diem actual basis.
	Notwithstanding anything stated elsewhere in this tender, the contract to be awarded shall be on the basis of supply & supervision of E&C (divisible contract) on single source responsibility. In the mode of contracting on the basis of supply & supervision of E&C, the supply portion of the contract will relate to the price schedule of supply part, and supervision of E&C portion of contract will relate to price schedule of supervision of E&C part.
	But the two contracts shall not in any way dilute the responsibility of the bidder for the successful completion of the job as per tender specification and both the contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall automatically be classified as a breach on the other contract which will confer a right on BHEL to terminate the other contract at the risk and cost of the bidder.
	The title of the ownership of goods to be supplied shall pass on to the owner on receipt of the material at site on FOR destination.
<b>42.0</b>	<b>OTHER TERMS</b>
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.

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**ANNEXURE – BB**

		Vendor's Response
A	<p><b><u>SCOPE OF SUPPLY:</u></b></p> <p>The scope covers design, engineering, procurement, manufacturing, supply/delivery, supervision of erection, commissioning &amp; performance testing etc. of <b>Foam Protection system</b> for 2x250 mw Barauni extension project at Begusarai, Bihar</p>	
B	<p><b><u>COMMERCIAL TERMS AND CONDITIONS:</u></b></p>	
1	<p><b>BHEL reserves the right to go for Reverse Auction instead of Opening the sealed price bid, to be submitted. This will be decided after techno-commercial evaluation and the same shall be informed to the acceptable bidders.</b></p> <p>BHEL will decide (after technical bid opening) at its discretion, to process the tender through reverse auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendor may lose the opportunity in view of the higher prices, if any, quoted by them.</p>	
2	<p>Offer shall be submitted directly by vendor or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.). OEM/ Mill details shall be provided if supplier is not a manufacturer.</p> <p>Bid envelope shall bear name of the supplier. In case of submission through authorized representative / agent, the name of representative / agent should be mentioned additionally apart from the supplier name.</p> <p>Bidder can also submit offer through e-mail at his own risk. However, such email offers shall be sent only to <a href="mailto:tenderbox@bhelhyd.co.in">tenderbox@bhelhyd.co.in</a> Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure / transmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned.</p> <p>Offer received after the specified time of submission will be rejected. No further correspondence shall be entertained.</p>	
3	<p><u>Terms of delivery</u>  <b>For Indigenous Vendors:</b> FOR - Destination (<b>BSEB, Barauni Site</b>)</p> <p><b>For Foreign Vendors:</b> CIF Mumbai (The quoted price shall be inclusive of all taxes &amp; duties as applicable in the country of the bidder / country of dispatch.</p>	
4	<p><u>P &amp; F Charges</u> : Included in the Quoted Price</p>	
5	<p><u>Excise Duty:</u> To be quoted Extra. However Split value of the same shall be indicated to evaluate the tender priority.(as per <b>Vol IIIB : Split Values of Quoted Prices</b> of Price Formats). ED is reimbursable by customer to BHEL.</p>	
6	<p><u>Sales/CST/VAT/Service Tax/Works Contract Tax:</u> To be quoted Extra. However Split value of the same shall be indicated to evaluate the tender priority. (as per <b>Vol IIIB : Split Values of Quoted Prices</b> of Price Formats). Taxes are reimbursable by customer to BHEL.</p>	
7	<p><u>Freight &amp; Insurance</u> : Freight and Insurance up to <b>BSEB Barauni Site</b> to be quoted Extra. (as per <b>Vol IIIB : Split Values of Quoted Prices</b> of Price Formats)</p>	

8	<b>Customs Duty (for foreign vendors) :</b> Customs Duty @ 5.474% will be added to CIF price quoted by foreign vendors for the purpose of tender evaluation.	
9	<b>Delivery Schedule</b> : 8 (eight) months from the date of PO/LOI	
10	<p><b>Payment Terms:</b></p> <p>a) <b>Supply:</b></p> <p><b>For Indigenous Vendors :</b></p> <ul style="list-style-type: none"> <li>• 5% against completion of all engineering documentation &amp; approval of system BOQ and submission of Bank Guarantee of equivalent value from any Nationalized bank as per the specified format (Annexure-I) valid upto completion of total supply.</li> <li>• 65% + 100% taxes &amp; duties against dispatch documents on prorata basis as per approved billing schedule along with submission of proof of date of receipt of material at site i.e., acknowledged LR.</li> <li>• 10% against Material Receipt Certificate issued by <b>BHEL Barauni</b> site</li> <li>• 10% against Erection Documentation as per <b>Clause No. 15.5 of Technical Specification (PEMC 03845 Rev 00)</b> after completion of supply.</li> <li>• 10% on completion of Guarantee period and submission of E1 forms, O&amp;M Manuals, final drawings etc. (refer Guarantee clause B16 below)</li> <li>• All documents are to be submitted directly to us and not through bank.</li> </ul> <p><b>For Foreign Vendors :</b></p> <ul style="list-style-type: none"> <li>• 5% against completion of all engineering documentation &amp; approval of system BOQ and submission of Bank Guarantee of equivalent value from any Foreign Bank which shall be confirmed by any of the BHEL consortium banks as per the specified format (Annexure-I) valid upto completion of total supply.</li> <li>• 75% payment (less Indian Agency commission, if any) shall be paid against irrevocable Letter of Credit.</li> <li>• LC shall be opened only in the name of vendor on whom purchase order is placed.</li> <li>• LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening.</li> <li>• All banking charges outside India will have to be borne by the supplier.</li> <li>• 10% against Erection Documentation as per <b>Clause No. 15.5 of Technical Specification (PEMC 03845 Rev 00)</b> after completion of supply.</li> <li>• 10% on completion of Guarantee period and submission of O&amp;M Manuals, final drawings etc. (refer Guarantee clause B16 below)</li> </ul>	
	b) <b>Supervision of Erection &amp; Commissioning and Performance test</b> : 100% on prorata basis for number of days on site certification by site officials.	
	c) For Indigenous vendors, payment shall be made within 90 days from the date of LR/Invoice, however payment would be done only after receipt of original documents including site acknowledgement of LR, MRC as applicable. For MSEs (covered under MSME act) which are registered and periodically renewed with BHEL, this period will be 45 days. The taxes and duties that are reimbursed would be the one applicable as on the scheduled Purchase Order delivery date or the amount actually paid whichever is less.	
	d) No advance payment is acceptable. In case BHEL considers any deviation in payment terms i.e. early payment, then it will be loaded @ 2 % per month for deviation in payment terms on vendors quoted prices while evaluating the tender priority.	
	e) <b>The successful bidder to furnish Contract Performance Bank Guarantee for 10% of contract value within 30 days from the date of receipt of PO valid till completion of the contract + 3 months claim period.</b>	

11	<p>a) Price Bids shall be evaluated on Landed Cost Basis to BHEL (after considering ED/CST/VAT/Service Tax, Customs duty for foreign vendors, if any) and w.r.t the finalized Technical Scope and Commercial conditions only.</p> <p>b) In case BHEL decides to load the vendor/vendors on any deviation in Commercial terms and conditions whatsoever, it shall intimate in advance such criteria for loading to the concerned vendors before price bid opening.</p> <p>c) The tender shall be finalized on overall L1 basis.</p>	
12	<p><u>Prices :</u>  <b>Supply :</b> Quoted prices must be firm till the execution of order.  <b>Supervision :</b> Quoted prices must be firm till completion of E&amp;C.</p>	
13	<p><u>Validity of offer:</u>  <b>Supply :</b> Validity of the offer for supply part shall be for six months from the latest due date of offer submission or specified otherwise in SCC of tender.  <b>Supervision :</b> Validity of the offer for supervision part shall be for twelve months from the latest due date of offer submission or specified otherwise in SCC of tender.</p>	
14	The materials shall be delivered to site directly, on door delivery basis with CC attached by the Indigenous vendors.	
15	<p><u>Penalty Clause :</u>  <b>Supply :</b> Subject to force majeure, if vendor fail to complete the scope of tender within aforesaid completion period, BHEL shall have the right to recover as penalty a sum equivalent to 0.5 % (half percent) of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (Ten percent) of the order value. The date of receipt of materials at site shall be considered for penalty calculation.  <b>Supervision of E&amp;C :</b> Penalty is not applicable for supervision of E&amp;C part.  <b>Deviated Penalty :</b> Any loading on Penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.</p>	
16	<u>Guarantee :</u> Full Guarantee for the performance of the equipment and total system, for a period of 36 months from the date of last item dispatch or 24 months from the date of commissioning, whichever is earlier, shall be considered.	
17	If there is any deviation or non-conformance to the above terms, your offer is likely to be rejected.	
18	<p><u>Inspection :</u> For Indigenous vendors, Inspection of the items shall be done by BHEL/BHELTPI for which charges shall be to BHEL account.  In case of Foreign vendors, Inspection shall be done by Lloyds / TUV / Bureau Veritas / DNV and the charges for the same shall be included in the quoted price.</p>	
19	<b>RIGHT OF REJECTION /NON- PALCEMENT OF PO:</b> BHEL RESERVES ALL RIGHTS FOR REJECTING ANY OR ALL OFFERS WITHOUT ASSIGNING ANY REASON IN THE INTERESTS OF BHEL.	
20	Vendor to mention the Currency in which price is quoted	
21	<u>Indian Agency Commission :</u> Authorized Agents quoting on behalf of foreign vendors shall clearly indicate the amount of Agency Commission which is included in the basic price as a percentage of Basic Price. Agency agreement with their principal indicating agent's scope of work shall be enclosed. The Indian Agency commission shall be paid in Indian Rupees only.	

22	<u>Indigenous Vendors:</u> All Indigenous vendors shall quote their prices on ' <b>FOR Site</b> ' basis only	
23	<u>Foreign Vendors:</u> Foreign vendors shall quote on CIF Mumbai basis only. 5% will be loaded on to the basic price for inland transportation & insurance from Mumbai to the Destination.	
24	<u>Exchange Rate:</u> TT selling rate of State Bank of India as on date of techno-commercial bid opening shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank working day shall be taken.	

**Note :**

- a) Vendors to indicate their response to each of the above clauses either by 'YES' or 'NO' in the Vendor Response column.
- b) If there is any deviation taken in the above terms, BHEL reserves the right to reject the offer summarily or load the vendor suitably - solely at its discretion and in its interests.
- c) Commercial Terms & Conditions quoted in any place other than this format, including stated in Vendors General Terms and conditions enclosed if any, shall be summarily ignored and will be invalid for evaluation of the Preferred Bidder.

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

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the project site, namely, \_\_\_\_\_ site, under specification no \_\_\_\_\_, issued by BHARAT HEAVY ELECTRICALS LIMITED, PROJECT ENGINEERING & SYSTEMS DIVISION, RAMACHANDRAPURAM, HYDERABAD and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

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

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

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

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

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

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

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

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

Witnesses with their addresses

	Signature	Name	Address
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- 1.
- 2.
- 3.

Authorised representative's signature with name and address.

**ANNEXURE - B**  
**PROFORMA OF FINANCIAL VIABILITY**

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

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

Signature of the tenderer

**ANNEXURE - C**

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

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

Signature of the tenderer

**ANNEXURE – D****CHECKLIST OF GENERAL PARTICULARS**

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

- 01. Name and address of the tenderer :
- 02. Telegraphic/Telex address :
- 03. Phone no/FAX no (Office) :
- 04. Details about type of the firm/company :
- 05. Name and designation of the official of the tenderer :
- 06. Attested copy of the Power of Attorney :
- 07. Tenderers proposal no and date :
- 08. Whether EMD submitted and submission details (if applicable) :
- 09. Declaration sheet (in the format of Annexure-A) :
- 10. Details of experience (in the format of Annexure-C) :
- 11. Financial status (in the format of Annexure-B) :
- 12. Valid Income tax clearance certificate :

Date .....

Signature of the tenderer  
(with company seal)

Witness (signature with full particulars)

1.

2.

**ANNEXURE – E**

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

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

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

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

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

AND WHEREAS M/s \_\_\_\_\_ ( The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for \_\_\_\_\_ as detailed in the NIT.

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

WITNESS For  
1. NAME (FIRST PARTY)  
2. OFFICIAL ADDRESS

WITNESS For  
1. NAME (SECOND PARTY)  
2. OFFICIAL ADDRESS

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

**ANNEXURE – F**  
**REQUEST FOR ISSUE OF `C` FORM**

Accounts Officer  
 Finance  
 BHEL  
 Ramachandrapuram  
 Hyderabad  
 502032

Dear Sir,

Sub: Request for Issue of `C` Forms

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

Purchase TIN

Quarter

Year (Ex :2009-10)

Sl. No.	Seller TIN	Seller Name	Seller Address	Vehicle No.	Transporter Name	Invoice No.	Invoice Dt. (dd-mm-yyyy)	Commodity	Quantity	UOM (Units of Measurement)	Value (Rs.)

Mention the reference of our PO Nos and also indicate Goods were despatched from where and its destination as per the format below :

PO No.	PO Dt.	Invoice No.	Invoice Dt.	Place of Origin	Place of Destination

Thanking you,

Yours faithfully,

**ANNEXURE – G**

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

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

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

Signature of the Authorised  
Representative of Vendor with date & seal

Confirmation by Banker  
with office seal

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

**Annexure - I**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF THE VALUE OF  
RUPEES HUNDERED)

-----  
(PERFORMANCE BANK GUARANTEE)  
(SECURITY DEPOSIT)  
-----

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand \_\_\_\_\_ between \_\_\_\_\_ (Bank)  
hereinafter called “ the Guarantor” (Which expression shall unless repugnant to the  
context or meaning thereof be deemed to include its successors and assigns) of the  
ONE PART and M/s. Bharat Heavy Electricals Limited (a Government of India  
Undertaking) a Company incorporated under the Companies Act, 1956, having its  
registered office at “BHEL” House Siri Fort, New Delhi – 110 049 through its Unit /  
Division BHEL, at Ramachandrapuram, Hyderabad-502032, hereinafter called “the  
Company” (Which expression shall unless repugnant to the context or meaning  
thereof be deemed to include its successors and assigns) of the OTHER PART:

WHEREAS M/s. \_\_\_\_\_ (hereinafter referred to as the  
Contractor/Supplier) have entered into a Contract bearing No. \_\_\_\_\_, dated  
\_\_\_\_\_ (hereinafter referred to as “the Contract”) for the supply/construction of  
\_\_\_\_\_ with the Company.

AND WHEREAS the Contract inter-alia provides that the Contractor/Supplier  
shall furnish to the Company a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
towards Security Deposit or Bank Guarantee in lieu thereof for due and faithful  
performance of the Contract in the form and manner specified therein.

AND WHEREAS the Contractor/Supplier has approached the Guarantor and  
in consideration of the arrangement arrived at between the Contractor/Supplier and  
the Guarantor, the guarantor has agreed to give the Guarantee as hereinafter  
mentioned in favour of the Company.

**NOW THIS DEED WITNESS AS FOLLOWS**

-----  
This Guarantor do hereby guarantee to the Company the due and faithful  
performance, observance or discharge of the Contract by the Contractor/Supplier and  
further unconditionally and irrevocably undertake to pay to the Company without  
demur and merely on a demand, to the extent of Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_) and claim made by the Company on them for any loss, damage,  
costs, charges and expenses caused to or suffered by the Company by reason of the  
Contractor/Supplier making any default in the performance, observance or discharge  
of the terms, conditions, stipulations of undertakings or any one of them as contained  
in the Contract.

2. The decision of the Company whether any default has been occurred or has been  
committed by the Contractor/Supplier in the performance, observance or discharge of  
any of the terms, conditions, stipulations or undertakings or any one of them as  
contained in the Contract and / or as to the extent of loss, damage, costs, charges and

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expenses caused to or suffered by the Company by reason of the Contractor/Supplier making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Contractor Supplier admits or denies the default or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Contractor/Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor/Supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the Contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor/Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor/Supplier or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Contractor/Supplier and accordingly discharges this Guarantee, subject, however, that the Company shall have no claim under this Guarantee after \_\_\_\_\_ (Date) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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

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

The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers

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to do so on its behalf under the Power of Attorney granted to him by the proper authorities of the Guarantor.

IN WITNESS WHEREOF THE \_\_\_\_\_ (Bank)  
and M/s. Bharat Heavy Electricals Limited have hereunto set and subscribed their respective hands the day, month and year first above written.

**SIGNATURE FOR AND ON BEHALF  
OF THE (BANK)**

WITNESSES:

(1)

(2)

**SIGNED FOR AND ON BEHALF OF  
BHARAT HEAVY ELECTRICALS LIMITED**

WITNESSESS:

(1)

(2)