

GENERAL CONDITIONS OF CONTRACTS (GCC)

VOLUME - I

PART – A : INSTRUCTIONS TO BIDDERS

PART – B : GENERAL COMMERCIAL TERMS & CONDITIONS



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT
PPEI BUILDING, HRD & ESI COMPLEX
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)**

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DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1 The **Purchaser** shall mean M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI BUILDING, HRD & ESI COMPLEX, PLOT NO. 25, SECTOR – 16A, NOIDA – 201 301 (UP) which expression shall include its successors and assigns. It may also be referred to as **BHEL**.
- 2 The **Owner** shall mean the Customer or Client [for whose project](#), the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorised officer(s)/representative(s), which may also be referred as **Customer** or **Owner/Customer**.
- 3 The **Consultant** shall mean the agency appointed by the Owner or Purchaser to provide consultancy services for the project and shall include his successors and assigns as well as authorised officer(s)/representative(s).
- 4 The **Tenderer** shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the purchaser. It may also be referred as **bidder** or **vendor**.
- 5 **Acceptance of offer** shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful tenderer.
- 6 The **Order/Contract** shall mean and include the general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, covering letters, schedule of prices and quantities, letter of intent/award of the Purchaser, "Integrity Pact (IP) (as and when applicable) " any special conditions applicable to the particular Order/Contract and subsequent amendments mutually agreed upon. It may also be referred as **order** or **contract/order** or **purchase order** or **contract**.
- 7 The **Seller/Contractor** shall mean the firm/company/organisation with whom the Order/Contract is made and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns, as the case may be. It may also be referred as **contractor, seller or supplier**.
- 8 The **Sub-contractor** shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Seller/Contractor, with the



written consent of the purchaser and shall include sub contractor's heirs, executors, administrators, representatives and assigns.

- 9 The **Engineer** shall mean officer of the purchaser as may be duly appointed and authorized in writing by the purchaser to act as the engineer on his behalf for the purpose of the Order/Contract.
- 10 The **Specification** shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
- 11 The **Site** shall mean and include the land and place on, into or through which the power station and the related facilities are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the owner or Seller/Contractor in the performance of the Order/Contract.
- 12 **Tests on completion** shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the purchaser and the Seller/Contractor, to be performed by the Seller/Contractor after erection of the equipment to establish satisfactory operation as required by the specifications.
- 13 **Commissioning** shall mean 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.
- 14 **Initial operation or Trial operation or Reliability run** shall mean continuous integrated operation of the contracted/ordered plant and materials under varying loads to furnish proof of satisfactory operation, for a specified period.
- 15 **Temporary work** shall mean all temporary works of every kind required in or for the execution, completion or maintenance of the works.
- 16 **Approved** means approved in writing including subsequent written confirmation of previous verbal approval and **approval** means approval in writing including as aforesaid.
- 17 **Inspection Agency (IA)** shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores included in the Order/Contract, at the contractor's/sub-contractor's works. List of zone-wise inspection agencies is given in Annexure – V. Vendors to raise inspection call on BHEL – CQS web site
- 18 **Month** shall mean calendar month and **week** shall mean 7 days.
- 19 **Consignee** shall mean the official(s)/person(s) to whom the stores are required to be delivered in the manner indicated in the Order/Contract.



- 20 **Plant/Equipment/Stores** shall mean the goods, machinery, components, parts, spares, etc. required to be supplied by the Seller/Contractor as per Order/Contract.
- 21 **Contract Engineer (CE)** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 22 **Site Engineer** shall mean officer of the purchaser / owner as may be duly appointed and authorized in writing by the purchaser to act as the Site Engineer on his behalf for the purpose of receipt & verification of in-coming stores and issue of Material Receipt Certificate (MRC)/Stores Receipt Voucher (SRV) .
- 23 **Site Inspection Agency (Site IA)** shall mean any person(s), who may be duly authorized by the purchaser / owner to inspect the stores/works included in the Order/Contract, at the Project Site.

24 **GENERAL**

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

25 **ABBREVIATIONS**

CIF	Cost Insurance Freight
CQ	Corporate Quality
CVD	Countervailing Duty
E&C	Erection and Commissioning
LC	Letter of Credit
MDCC	Material Despatch Clearance Certificate
MRC	Material Receipt Certificate
MSMED	Micro Small and Medium Enterprises Development
NIT	Notice Inviting Tender
QS	Quality Surveillance.
SAD	Special Additional Duty
SCC	Special Conditions of Contract
SDPBG	Security Deposit cum Performance Bank Guarantee



INSTRUCTIONS TO BIDDERS

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1.0 GENERAL INSTRUCTIONS

- 1.1 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

Integrity Pact (IP) will be applicable for all tenders/ contracts valuing more than Rs. 50 crores. This Integrity Pact shall be issued as part of the bidding documents and shall be returned by the bidder along with techno – commercial bid, duly signed by the authorized signatory who signs the bid. Only those vendors/ bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- 1.2 All commercial terms and conditions except price should be submitted as part of techno-commercial offer which may be opened first. The price part (Part-II) is to be submitted in a separate sealed cover along with techno-commercial offer (Part-I). Purchaser reserves the right to open both the parts at the same time.
- 1.3 A declaration as per **Annexure III** must be sent before opening of Price Bids.

2.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 2.1 Tenders shall be submitted in **two parts** as described below on or before the due date by **2 p.m.**

PART - I : TECHNO-COMMERCIAL BID

Containing Technical offer, Annexure-I & II, Commercial Terms & Conditions and Unpriced Copy of Price Bid, in five (5) sets.

PART-II : PRICE BID

Containing Prices, to be submitted in Two sets strictly as per enclosed Price Schedule Format (One original + one copy of the original), for complete scope of the Tender Enquiry.

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NOTE: Any changes in the specified price format, if made, other than those specified and accepted in the unpriced format, the offer is liable to be rejected.

- 2.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend.

Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

- 2.1.2 PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover.

Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.

- 2.1.3 In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes raised by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover. Impact/discount/revised price bid shall be duly super scribed as:

**DISCOUNT/IMPACT /REVISED PRICE BID (PART-II) (DELETE
WHICHEVER IS NOT APPLICABLE) , REVISION NO _____ AGAINST
TENDER ENQ. NO. _____ DATED
_____”.**

- 2.1.4 However if any bidder on his own offers price discount or reduce prices . The same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. No price increase is acceptable till the validity of offer.

- 2.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid along with price impact and discount, if any, shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.

NOTE : BHEL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

- 2.3 No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.

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2.4 Not more than two representatives will be permitted to be present for the tender opening.

2.5 Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.

2.6 MARKING ON ENVELOPES

2.6.1 The following shall be superscribed on the envelopes which shall be addressed to the Official inviting Tenders, by name & designation.

PART-I : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID".

PART II : 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

2.6.1a Impact/discount through e-mail or letter without proper superscription on the envelope is not acceptable.

2.6.2 Both Parts - I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a **main cover** duly sealed and superscribed as :

"TENDER FOR _____ AGAINST TENDER ENQ. NO.
_____ DUE ON _____
CONTAINING PART-I & PART-II BIDS".

2.6.3 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

2.7 BID SUBMISSION

2.7.1 The tenders shall be addressed to the official inviting Tenders by name and designation and sent at the following address :

Bharat Heavy Electricals Ltd.
Project Engineering Management
Project Group-I/II,
PPEI BUILDING, HRD & ESI COMPLEX,
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)

Attention: Mr.

TEL. NO. 0120-4368500 (15 LINES)
FAX NOS. :0120- 4329045 (GM-PG I)

0120-4329026 (GM-PG II)

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2.7.2 Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/REGISTERED POST**, to the official inviting tender(s). It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of submission are liable to be rejected.

2.8 Unsolicited tenders shall not be entertained.

2.9 Order/Contract when finalised will be issued in the name of the successful bidder only and consideration for change of name during tender evaluation and after submission of the tender is subject to the discretion of BHEL /Owner.

3.0 **PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST**

3.1 The tender shall be submitted in specified number of copies in separate sections for main equipment, recommended spares, etc., as per scope defined.

3.2 Technical offer for main equipment shall contain :

a) Technical specifications/write-ups.

b) Scope of supply & bill of material.

c) Catalogues, literature & drawings/data sheets and P&ID with terminals marked up.

d) Schedule of commissioning spares and mandatory spares (to be given separately) giving only description of each item and quantity, **as per given format if any**.

e) Optional items as per BHEL price schedule format.

f) Recommended list of spare parts for three years operation as applicable.

g) Schedule of supervision for erection & commissioning services, if required.

h) Schedule of maintenance/erection tools and tackles covered in the scope of supply as per BHEL price schedule format.

i) Guarantee offered for the capacity of the system/equipment, auxiliary power consumption & consumables like chemicals etc. as applicable.

j) Listing of technical deviations

k) Listing of exceptions & assumptions

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- l) Services and materials to be provided by the purchaser.
- m) Names of main sub-vendors/contractors.
- n) Quality plans.
- o) All other details/documents as listed in tender documents.

3.3 Commercial offer shall contain :

- a) Agreed terms & conditions (Annexure-II).
- b) Listing of Commercial Deviations, if any w.r.t. GCC & SCC.
- c) Unpriced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.
- d) Delivery schedules
- e) Validity of offer

4.0 **PART II (PRICE BID) - CONTENTS AND CHECK LIST**

- 4.1 The BEST offer with FIRM prices (or with PVC as specified in NIT) in the given **PRICE SCHEDULE FORMAT** shall be submitted in specified number of copies in separate sections for main equipment, O&M spares and supervision of erection and commissioning offer, as per scope defined.
- 4.2 In case any bidder insists for price variation clause (PVC where NIT specifies firm price) the offer should contain :-
 - a/ PVC Formula
 - b/ Ceiling for PVC.
 - c/ Base date and applicable indices for base date.

Open ended PVC formula is not acceptable. Indices shall be based on Government of India/RBI publications / IEEMA/LME etc. However, BHEL reserves the right to accept/reject the offer with PVC.

- 4.3 Price Bid for MAIN EQUIPMENT shall cover basic equipment price including packing with excise duty, sales tax, freight etc, as per format enclosed.
- 4.4 Price Bid for recommended spares shall cover Item-wise Ex-works including packing rate and total value, excise duty, sales tax, freight, etc. as per format enclosed.

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4.5 Offer for supervision of erection & commissioning/offer for E&C shall cover the following (if applicable):-

a) Scope of work.

b) Schedule of tools & plants, civil work, consumables, control & instrumentation, manpower requirement (to be provided by the purchaser in case of supervision offer).

c) Supervision charges on man-day basis and total period in man-months of supervision required, indicating services and facilities to be provided by the tenderer.

OR

Erection and commissioning lump sum charges/unit-wise charges for elements of Main equipment as applicable.

Note – The total Erection and commissioning charges should be minimum 10% of the total quoted price of the package failing which break up of prices shall be adjusted accordingly for evaluation & ordering.

4.6 **Authority of person signing the tender on behalf of the tenderer :**

A person signing the tender or any other document in respect of the Order/Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorise the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.

Notes

a) All bids of Indian origin shall be in Indian Rupees only.

b) All bids of foreign suppliers shall be preferably in the currency of the country of origin and shall be on FOB basis. Details of Shipping arrangements shall be included in the Order/Contract by purchaser.

c) The authorized representative / agent can only represent one bidder for the given package.

5.0 **CLARIFICATIONS REQUIRED BY BIDDERS**

Technical and commercial clarifications required, if any, before submission of tender, should be given separately in duplicate addressed to the official inviting the tenders.

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6.0 **TECHNICAL SPECIFICATIONS**

- 6.1 The tenderer is advised to study the technical specifications, schedules and data sheets carefully and submit all required information in his tender including scope of supply, bill of materials etc.

6.2 **CATALOGUES AND LITERATURES**

The tenderer shall submit detailed catalogues, literatures, drawings, technical write-ups, etc., on all equipments offered in the tender, along with each copy of Techno-Commercial Bid.

7.0 **DEVIATIONS - LISTING**

- 7.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings “**TECHNICAL DEVIATIONS**” and “**COMMERCIAL DEVIATIONS**” respectively, along with reasons for taking such deviations. Deviation(s) mentioned elsewhere but not included in the Schedule of Deviations as above, shall not be accepted.

- 7.2 Deviations from the specifications, will not ordinarily be allowed. In case the tenderer offers an alternative/nearest equivalent equipment/specifications, the alternate offer shall be submitted by the tenderer in a separate sealed cover. The tenderer shall guarantee the performance of the store(s) for the same conditions and ensure as specified in the technical specifications.

8.0 **ASSUMPTIONS - LISTING**

If the tenderer has made any assumptions while making technical offer, the same shall be listed separately under the heading “**ASSUMPTIONS**”.

9.0 **DELIVERY/COMPLETION SCHEDULE**

- 9.1 **ZERO DATE** : The date of LOI/Order/Contract whichever is earlier shall be treated as the Zero Date for contractual purpose.

9.2 **DELIVERY PERIOD & PACKING OF MATERIAL**

- 9.2.1 The delivery of Plant/Equipment/Stores as per scope of the Order/Contract shall be quoted by the bidders as per N.I.T.

- 9.3 **In case of E & C packages** the completion of Erection & Commissioning including successful completion of Performance Guarantee

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(PG)/Demonstration Test(s), as per scope of the Order/Contract shall be quoted by the bidders as per N.I.T.

9.4 In case of long lead time and involving more than one consignment, delivery schedule quoted shall be for sequential supplies as per erection & commissioning requirements.

9.5 **The mandatory and recommended spares shall not be packed along with the main equipment and shall be packed separately.**

10.0 **STORAGE INSTRUCTIONS**

The successful tenderer shall be required to submit detailed instructions for storage of supplies within three (3) months of the date of award of the LOA/Order/Contract.

11.0 **VALIDITY OF OFFER**

Offer shall be submitted with following validity periods :

- i/ Original offer shall be valid for six months from part-I opening.
- ii/ If revised price/impact is being asked the validity of the same shall be two months from the date of price bid opening.
- iii/ Valid till successful completion of contract for Recommended spares and
Mandatory Spares (wherever it is optional item).
- iv/ Unit prices for scope addition/deletion: to be kept valid till successful Completion of contract.

NOTE : a) Discount offered, if any, shall be for the full duration of validity. Offers of shorter validity or discount for shorter duration are liable to be rejected.

b) Any conditional discount shall not be considered for evaluation and ordering.

12.0 **LANGUAGE & CORRECTIONS**

- a/ The tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b/ All entries in the tender shall either be typed or written legibly in ink.

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Erasurement and over-writings are not permitted and may render such tenders liable for rejection.

- c/ Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d/ All cancellations and insertions shall be duly attested by the tenderer.

13.0 CHANGE OF TERMS & CONDITIONS/PRICE

- 13.1 Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the tenderer over others, may result in rejection of the tender.
- 13.2 Under no circumstances, tenderer shall alter his quoted Prices/Rates during the validity period after tenders have been opened. Any tenderer who does so, resulting into re-calling of tenders by the purchaser or additional expenditure to the purchaser, shall run the risk of being black-listed by the purchaser, who reserves the right to recover the damages resulting therefrom.

14.0 TENDERER TO INFORM HIMSELF FULLY

- 14.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tender, for clarifications, before submission of the tender.
- 14.2 The tenderer shall make independent enquiries as to the conditions and circumstances affecting his tender estimates and to the possibility of executing the supplies/works as described. In assessing the tender, the tenderer shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself (as far as practicable) as to the form and nature of the site, the quantities and materials necessary for the completion of the work and the means of transport and access to the site, the accommodation he may require, the general labour position at the site and to have quoted his prices taking into consideration, the risks, contingencies and other circumstances which may influence or affect the execution of the Order/Contract.
- 14.3 It is the responsibility of the tenderer to keep himself informed of the correct rates of customs and other duties and taxes leviable for the materials/services as prevailing at the time of tendering. If the rates assumed by the tenderer are less than the tariff rates prevailing at the time

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of tendering, the tenderer will be himself responsible for such under quotations.

15.0 **REVERSE AUCTION –**

BHEL/PEM reserve the right to go for reverse auction by BHEL appointed service provider instead of opening the submitted sealed bid which will be decided after techno-commercial evaluation.

16.0 **INTEGRITY PACT:-**

The vendors shall have to enter into an Integrity Pact in case the order value is more than Rs. 50 crores (Refer annexure XI)

17.0 **REJECTION OF TENDER AND OTHER CONDITIONS**

17.1 BHEL/PEM reserve the right to reject any bidder if the past performance is found unsatisfactory.

17.2 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any tender and reserves to itself full rights for the following without assigning any reasons, whatsoever :

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers. (Applicable for the contract where E&C is not in the scope of tenderers)
- c) to award the work in part. (Applicable for the contract where E&C is not in the scope of tenderers)
- d) to increase or decrease the quantities.
- e) To reject any commercial or technical deviation given in offer.

17.3 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

17.4 Purchaser 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 award of the Order/Contract. Purchaser may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Seller/Contractor concerned.

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17.5 If the tenderer deliberately gives wrong information in his tender, purchaser reserves the right to reject such a tender at any stage or to cancel the Order/Contract, if awarded and **forfeit** the security deposit and Bank Guarantee.

18.0 **FOREIGN BIDDERS**

18.1 Quotations/offers shall be submitted by the Principals themselves and not by their Indian agents/representatives. In exceptional cases, however, due to any constraint, if the Principals are unable to submit the Quotations/offers themselves, they should give an undertaking that Quotation/offer shall be submitted by their Indian agent/representative (specifying the name and address) and that they will be responsible for all commitments made by such Indian agent/representative and all such commitments shall be fully honoured by them.

18.2 Foreign bidders quoting directly, who have Indian agents/representatives providing service facilities in India should note the following before submitting the offer :

18.2.1 Tenderers will be required to indicate the name and address of the agent/associate/representative in India.

18.2.2 Foreign Bidders are required to quote FOB price inclusive of the amount of agency commission/remuneration etc. payable to the Indian agent/associate/representative. The amount payable to the Indian agent as mentioned above, should also be indicated separately. The foreign bidder is required to submit his offer duly signed, directly to the official inviting the tenders.

18.2.3 The Indian agent's commission/remuneration finally payable to the Indian agent/associate/representative in terms of the agreement and as indicated in the offer shall be paid only after successful completion of the Order/Contract, in Indian rupees converted by applying the rate of exchange (TT selling rate of State Bank of India) prevailing on the date of the price bid opening or the date of L/C negotiations whichever is lower. The above shall not be subject to any further exchange variation.

18.2.4 Foreign bidders are required to indicate percentage and the specific value on which Indian agent's commission/remuneration is to be computed and the rate of exchange taken for this purpose, while submitting the bid.

18.2.5 In the event of breach or default on the part of the principal/manufacturer to disclose the agent/associate/ representative in India, the foreign bidder/principal/ manufacturer will be liable for banning of business, for this tender as well as subsequent tenders.

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18.2.6 The Quotation/offer shall, in addition to the other details, include the following information :

- i/ The precise relationship between the foreign bidder and the agent.
- ii/ Mutual interest between the foreign bidder and the Indian agent/ associate/representative being in the business with each other.
- iii/ Any payment the Indian agent/associate/ or representative receives in India or abroad from the principal/manufacture over and above the agency commission/remuneration given above, whether it is as a commission/ remuneration for the contract/enquiry or as a general retainer fee.
- iv/ Details of the services that will be rendered by Indian agent/associate/representative whether of general nature or in relation to the particular contract/ enquiry.
- v/ Permanent income tax account number of the Indian agent/associate/ representative.
- vi/ Income tax account number of the foreign bidder.

19.0 **LOADING FOR DEVIATIONS & TENDER EVALUATION**

19.1 **LOADING FOR DEVIATIONS**

19.1.1 Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.

19.1.2 Loading/loading criteria in respect of the deviation(s), shall be as specified in part-B of this GCC. If a bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.

19.1.3 Interest Rate for loading other than specified in Annexure - X will be taken as double the Prime Lending Rate of State Bank of India (prevailing on the date of NIT) plus 2% for Administrative Charges.

19.1.4 In case of deviation from BHEL G.C.C., the tenderer shall separately quote the price for withdrawal of such deviations in Sealed Cover.

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20.0 PRICE DISCREPANCY

The following shall be considered for evaluation and ordering.

- a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the corrected calculated price shall be considered for evaluation and ordering.
- b) If there is a discrepancy between words and figures, the correct calculated price shall be considered for evaluation and ordering.
- c) Unit prices quoted only shall be considered as correct for evaluation and ordering.
- d) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price & therefore shall not be reimbursed.

21.0 DISCOUNTS

Discount offered by any bidder, against the present Tender Enquiry, which is also indicated to be applicable to any other Enquiry, shall be considered against the present Tender Enquiry only. In case only percentage discount is indicated, the same shall be applicable for optional prices also.

22.0 EVALUATION CRITERIA

- 22.1 Though, Foreign Bidders are required to quote FOB price, Price evaluation and comparison shall be made on the basis of Free Delivery on Project site.
- 22.2 Tenders will be evaluated on the basis of delivered cost i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages, including those available from the Owner, taxation, etc.
- 22.3 For evaluation exchanged rate (TT selling rate of State Bank of India as on the date of Part II (price bid)opening shall be considered).
- 22.4 In case of foreign bidders the quoted F.O.B . price shall be loaded by following factors to arrive at total FOR site price:-
 - i. Marine freight and insurance - @ 3% for Europe / Asia / Africa and 5% for USA/ American continent.
 - ii. Custom duty (including CVD & SAD) as per SCC – ‘as prevailing at the time of price bid opening’
 - iii. Port handling/clearing charges - @ 1.0% of CIF.
 - iv. Inland freight including L/C charges @ 1% of CIF value.

GENERAL COMMERCIAL TERMS & CONDITIONS

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1.0 **CONTRACT**

The Contract between the Purchaser and Seller/Contractor is merely a Contract only and shall not be treated as a partnership between the parties to the Contract.

2.0 **PRICES**

2.1 **BASIC PRICES**

Basic prices shall be for the entire scope of work in line with all instructions, specifications and terms and conditions specified in the Tender Documents.

3.0 **TAXES AND DUTIES**

3.1 **EXCISE DUTY**

- 3.1.1 Seller/Contractor is required to ensure that excise duty including surcharge if any is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered.
- 3.1.2 Excise duty actually incurred by Seller/Contractor on self manufactured items alone shall be reimbursed at actual against requisite documentary evidence.
- 3.1.3 The invoice cum Excise duty gate pass (Excise Invoice) should contain the name of ultimate consignee as specified in the Order/Contract. If excise duty is paid under protest or dispute, it shall not be reimbursed until and unless the dispute has been finally settled.
- 3.1.4 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.
- 3.1.5 If required by purchaser, the seller / contractor will provide a certificate stating that **CENVAT** benefit has been availed of on the inputs and the same has been passed on to the purchaser.
- 3.1.6 If the Seller/Contractor claims/obtains any refund of the excise duty paid and gets reimbursed, the same shall be refunded to the purchaser immediately.

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3.1.7 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage shown in the Order/Contract.

3.1.8 No statutory variations shall be permissible beyond the contractual delivery period.

3.2 SALES TAX/VALUE ADDED TAX

3.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is payable by the Seller / Contractor to the respective Govt. authorities meeting all statutory requirements and availing all exemptions/concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/VAT percentage and the total amount along with concessional form/s if any.

3.2.2 Purchaser is registered in NOIDA / U.P. State vide Registration Number: -
Central Sales Tax Registration No. : **ND – 5341151 w.e.f. 01-07-06.**
UP Trade Tax Registration No. : **ND – 0345907 w.e.f. 01-07-06.**
UP TIN No. : **09765702874**

3.2.3 Central Sales Tax/Value Added Tax on direct sales by the Seller/Contractor to the purchaser shall be reimbursed, as per tariff applicable on the approved items, but restricted to the percentage and amount shown in the Order/Contract. If it is shown as included in the quoted price, it will not be eligible for reimbursement by the purchaser.

3.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods are moving interstate. "C" form shall be issued and exchanged against E1/E2 forms based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed as Annexure-VII. No concessional form will be issued for goods moving within the State of U.P.

3.2.5 If documents are submitted through bank, issuance of Form "C" shall not be insisted upon at the time of retirement of document(s).

3.2.6 VAT (if applicable) invoice, in proper format prescribed by respective state sales tax act has to be submitted in the name of nodal agency specified in SCC.

3.3 SERVICE TAX:

Service tax paid by the seller/contractor to the Govt. Authorities directly shall only be reimbursed at actuals but restricted to the rate and amount mentioned in the order/ contract The offer should clearly indicate the percentage and the total amount.



3.4 OTHER TAXES & LEVIES

All other taxes and levies other than ED, Sales tax, service tax shall be deemed to be included in the basic prices unless specified otherwise by bidder in price bid. No variation in other taxes and duties shall be payable by purchaser.

3.5 CUSTOMS DUTY

3.5.1 The customs duty element for imported items as per SCC shall be included in the basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser.

3.5.2 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.

3.5.3 Essentiality or Project Authority (PA) certificate as per Import Policy, if required, to avail concessional customs duty, shall be clearly specified in the offer. The import contents (CIF) in terms of as list of items, quantity (CIF value in rupees), foreign currency, country of origin, etc., shall be submitted as part of Price bid. For details refer SCC.

3.6 DIRECT TAX

3.6.1 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.

3.6.2 Deductions of tax at source at the prevailing rates shall be effected by the purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per provision in Govt. Rules.

4.0 STATUTORY VARIATIONS

4.1 If the rates for taxes and duties in respect of the quoted materials and/or services assumed by the Seller/Contractor are less than the tariff rates prevailing at the time of tendering, Seller/Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

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4.2 Statutory variations in Excise Duty, Service Tax and central Sales Tax/Value Added Tax only on self manufactured items/services rendered by vendor himself on the rates prevailing at the time of delivery in comparison to the date of offer, will be to the account of the purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc., shall be payable by the purchaser.

4.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/Contractor alone shall bear the impact for the upward revisions and for downward revisions, purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

5.0 **TRANSPORTATION & FREIGHT CHARGES**

5.1 All despatches shall be only through road carriers approved by the Purchaser/Scheduled Banks.

5.2 Road permit/entry permit, if required, as per laws of the state shall be arranged by the Purchaser.

5.3 Freight charges shall be payable after delivery of the goods at the project site.

6.0 **VARIATION**

The prices shall remain firm (or with PVC as specified in NIT) for any increase or decrease in the Order/Contract value upto plus or minus 30% unless specified otherwise in technical specification /price format.. The purchaser shall have the right to increase or decrease quantities and scope upto the above extent of value and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

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7.0 **SECURITY DEPOSIT CUM CONTRACT PERFORMANCE BANK GUARANTEE**

7.1 **TIME FOR SUBMISSION**

- 7.1.1 The successful tenderer shall submit security deposit-cum-contract performance bank guarantee as per format given in Annexure-IV, within 30 days of LOI/Order/Contract to cover the due performance of the LOI/Order/Contract and to fulfill the guarantee conditions stipulated in the Order/Contract.

7.2 **VALUE**

The value of bank guarantee shall be 10% of the Order/Contract value excluding taxes, duties and freight charges. If the value of the Order/Contract gets enhanced at any time, the Seller/Contractor shall submit the Bank Guarantee correspondingly to the enhanced value at the time of claiming first payment after Contract amendment, failing which the purchaser shall recover the equivalent amount from the payments due to the Seller/Contractor. For the packages like all types of cables, cable trays, cabling materials, Lighting package etc, initially BG is to be submitted for 10% of order value excluding taxes & duties & freight. However BG value can be proportionately reduced after completion of Guarantee period lot-wise as applicable.

Note : No SD-cum-PBG shall be required for order/contract value (excluding taxes, duties and freight) upto Rs.10.0 Lacs. However, vendor to submit Corporate Guarantee in lieu of SD-cum-PBG.

7.3 **VALIDITY**

- 7.3.1 For supply Order/Contract, the validity of the bank guarantee shall be up-to the contractual delivery period, initially. It shall be later extended to cover the entire guarantee period, two months before expiry of its validity period.
- 7.3.2 For Order/Contract inclusive of erection and commissioning (E&C), the validity of bank guarantee shall be up-to the contractual E&C completion period, initially. It shall be later extended to cover the entire guarantee period, two months before expiry of its validity period.
- 7.4 The purchaser shall reserve the right and it shall be lawful on its part to forfeit and en-cash the bank guarantee, in the event of any default, failure or neglect on the part of the Seller/Contractor, in fulfillment of performance of the Order/Contract.

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- 7.5 The Security deposit-cum-contract performance bank guarantee shall be revalidated by the seller/contractor, whenever it is warranted, till the complete fulfillment of the contractual obligations. The bank guarantee shall be extended by the seller/contractor at his cost, for a period not less than three months at a time, on the same terms for full value of the Order/Contract, before expiry of the bank guarantee.
- 7.6 Equivalent amount shall be recovered from the payments due to the Seller/Contractor before releasing any payment, in the absence of a valid Bank Guarantee.
- 7.7 The BG should be from Public Sector Banks/Consortium Banks and shall be directly furnished by bank to BHEL/PEM, NOIDA. The BGs from Co-operative Banks are not acceptable. However, BG of other than consortium bank/ public sector bank can be accepted subject to an overall exposure limit (at the unit/region level) of Rs. 10 Crores for banks with net worth of more than Rs.500 Crores as on the last balance sheet date and Rs.5.0 Crores for banks with net worth between Rs.350-500 Crores (a certificate and a copy latest balance sheet to be given by the bank to the purchaser with BG.
- 7.7.1 In case of private sector banks, a clause to be incorporated in the text of BG that it can be enforceable by being presented **at any branch** of the bank.
- 7.7.2 In case of foreign vendors our consortium bank in India should confirm the BG issued by foreign banks.
- 7.7.3 In case of BGs given by non-Consortium banks (Private sector or Public sector), the BGs are to be enforceable in the town / city in which the purchaser is located.
- 7.7.4 The genuineness of the said BG has to be confirmed with the issuing bank.
- 7.7.5 The list of Consortium Banks is as per Annexure XII.

8.0 **TERMS OF PAYMENT**

8.1 **FOR SUPPLY OF MAIN SYSTEM/EQUIPMENT INCLUSIVE OF START UP AND COMMISSIONING SPARES**

- 8.1.1 For supply package having contract value up to Rs.25 Lacs excluding Taxes, duties & freight.

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8.1.1.1 Hundred percent (100%) payment along with freight charges against clean receipted LR in original (as proof of delivery of material at site) and submission of all final documents as built drawings, O & M Manuals etc. as applicable duly certified by PEM (Engineering).

8.1.2 For Supply package having contract value more than Rs. 25 Lacs.

8.1.2.1 Ninety percent (90%) of basic price of materials supplied, as per approved billing schedule along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

8.1.2.2 **Ten per cent (10%)** of basic price along with freight & octroi, if any will be released on pro-rata basis after submission of **Material Receipt Certificate** (MRC) which is issued by project site engineer (owner/purchaser) and submission of all final documents as applicable duly certified by PEM (Engineering)..

8.2 SUPPLY PAYMENT FOR TURN KEY PACKAGES

8.2.1 **Five per cent (5%)** one time payment of the total basic price against submission and approval of all basic design documents such as data sheets of major equipments, drawings like PID and layout process calculations, quality plan etc wherever required under category-I or II. Details of the design documents and time schedule shall be finalized in line with the Project requirements in the kick-off meeting after award of the order/contract.

AND

Eighty per cent (80%) of basic price of materials supplied, as per approved billing schedule, along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

OR

8.2.2 **Eighty Five per cent (85%)** of basic price of materials supplied, as per approved billing schedule wherever 5% payment against clause 8.1.1 not billed or not applicable, along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

8.2.3 **Five per cent (5%)** of basic price along with freight and **octroi**, if any, will be released on pro-rata basis after submission of **Material Receipt Certificate** (MRC) ,which is issued by the project site engineer (owner/purchaser) after receipt of materials and its physical verification at site.

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Collection of Material Receipt Certificate from the site and its submission for claiming this payment shall be the responsibility of the Seller/Contractor. For only supply contracts MRC shall be arranged by BHEL based upon receipted LR provided by vendor.

- 8.2.4 **Ten per cent (10%)** of the total basic price shall be released after i) submission of all final documents including as built drawings, O&M Manuals etc., as applicable and ii) successful completion of PG (Performance Guarantee)/Demonstration Test (s) and handing over of the system/package, if applicable as per order/contract.

8.3 FOR ERECTION AND COMMISSIONING

- 8.3.1 Eighty (80%) percent payment on pro-rata basis for the work completed as per approved billing schedule, shall be released as progressive payment, by the Site authorities, on submission of protocols duly signed by BHEL site official(s)/Owner.

- 8.3.2 Ten per cent (10%) of the total value shall be released by the site authorities, on successful commissioning of the complete system/package.

- 8.3.3 Balance ten per cent (10%) of the total value shall be released by the site authorities, on successful completion of the PG / Demonstration test(s) and handing over of the system/package to the Owner.

8.4 FOR SUPERVISION OF E&C

100% payment shall be released by the site authorities, on successful completion of E&C, PG / Demonstration test(s) of the system/package to the Owner.

8.5 FOR SUPPLY OF MANDATORY/O&M SPARES

- 8.5.1 **Ninety per cent (90%)** value of spares supplied, along with applicable 100% taxes and duties for the consignment shall be paid against dispatch documents on pro-rata basis.

- 8.5.2 **Balance Ten per cent (10%)** of spares value along with freight and octroi, if any as applicable, will be released on pro-rata basis after submission of **Material Receipt Certificate** (MRC), which is issued by the project site engineer after receipt of materials and its physical verification at site.

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8.6 PAYMENT TO FOREGIN VENDORS

100% payment against irrevocable letter of credit/sight draft basis.

Notes:-

- i) All payment shall be released within 90 days of submission of complete documents as per contract.**
- ii) All type of payment to MSED vendors will be released within 45 days of receipt of complete documents as per contract.**
- iii) For indigenous supplies all bank charges to vendor's account.**
- iv) LC opening / negotiation charges to respective account. LC confirmation charges to vendor's account.**

8.6 DOCUMENTS TO BE SUBMITTED FOR CLAIMING DESPATCH PAYMENTS.

7 SETS – (1 Set consisting of following documents):-

- a. Invoice
- b. LR
- c. Packing List
- d. MDCC
- e. CQIR Report
- f. Test certificate and Guarantee certificates

3 SETS - (1 Set consisting of following documents):-

- a. Invoice – Original + 2 copies
- b. LR – Original + 2 copies / receipted LR as applicable
- c. Packing list - clearly showing number of packages, gross weight net wet
- d. MDCC – (BHEL/Customer as applicable) – as per SCC.
- e. Guarantee certificates
- f. Insurance intimation
- g. CQIR Report
- h. PVC Calculation and copy of all applicable indices , if PVC applicable.
- i. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty)
- j. Proof of approval of drawing and document from engineering department to establish contractual delivery date for the purpose of LD & for claiming initial 5% payment.

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- k. Proof of submission of final documents including as built drawings, O&M Manual as applicable.

DOCUMENTS FOR CLAIMING MRC & FREIGHT PAYMENT

- a. Invoice in duplicate
- b. Copy of MRC
- c. Original money receipt from transporter for freight payment if required as per P.O.

8.7 LOADING DETAILS IN CASE OF DEVIATIONS:-

The loading details in respect to deviation in payment terms, LD & PVC. Indicated in Annexure – X.

8.8 BHEL BANKERS FOR LC PAYMENT

The address of bankers are :

**M/s Canara Bank,
74, Janpath, New Delhi-110001.**

**M/s IDBI Bank Ltd.,
Surya Kiran Building,
11th Floor,
19, Kasturba Gandhi Marg,
New Delhi – 110 001**

8.9 MODE OF PAYMENT

The payment shall be made directly to the Seller/Contractor, by E-transfer. Seller/Contractor to provide necessary information for the same as per annexure IX

8.10 No interest shall be payable by the purchaser on the security amount, bank guarantee amount or balance which may be lying with the purchaser or any money which may become due owing to difference or misunderstanding or any dispute between the purchaser and the contractor, or any delay on the part of purchaser in making periodical or final payment or any other aspects incidental thereto.

9.0 RECOVERY OF OUTSTANDING AMOUNT

In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason

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whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the seller/contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

10.0 **DELIVERY/COMPLETION SCHEDULE**

- 10.1 The Seller/Contractor shall so organize his resources and perform the Order/Contract so as to complete it as per stipulated delivery/completion schedule.
- 10.2 Supply of plant/equipment/stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery, by the time stipulated under the terms & conditions of the Order/Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.
- 10.3 Supply of plant/equipment/stores shall adhere to the quality and specifications as per Order/Contract and shall be delivered at the destination specified in the Order/Contract.
- 10.4 Date of despatch for indigenous supplies(RR/ GR date) and shipment (AWB/ B/L date) for imported supplies shall be treated as **the date of delivery** for the purpose of levying **Liquidated Damages as per clause 13.**
- 10.5 Terms of delivery shall be FOR despatch station.**

11.0 **INSPECTION AND TESTING AT CONTRACTOR's PREMISES**

- 11.1 Inspection Agency, CQS (BHEL) unless specified otherwise in the contract shall have, at all reasonable times, access to the Seller/Contractor's premises or works, and 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 stores during its manufacture, and if part of the stores is being manufactured at other premises, the Seller/Contractor shall obtain from the Inspection Agency, permission to inspect, examine and test as if the store is being manufactured on the Seller/Contractor's premises.

An inspection call is to be raised by the Seller/Contractor on BHEL CQS Website.

Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract.

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Non-conformance from the contract specifications shall be reported by the Seller/Contractor as per part – I of Annexure – V.

11.2 The Seller/Contractor shall give the Inspection Agency, reasonable notice of any material being ready for testing, and the Inspection Agency shall (unless the inspection of tests is voluntarily waived), on giving reasonable notice to the Seller/Contractor, attend at the Seller/Contractor's premises within fifteen (15) days of the date on which the material is notified as being ready. All standard shop tests, physical and chemical tests required by the standards or as may be prescribed or approved as per Order/Contract, shall be conducted by the Seller/Contractor. The Inspection Agency reserves the right to waive any of the above tests requirements and to prescribe new tests, if found necessary, to complete the work so as to conform to the best practices. The Seller/Contractor shall forthwith forward to the Inspection Agency, duly certified copies of the **test certificates in quadruplicate**, for approval. Further copies of the shop test certificates shall be bound with the instruction manuals referred to in "Seller/Contractor's documents, drawings and instruction manuals".

11.3 Where the Order/Contract provides for tests/inspections at the premises or works of the Seller/Contractor or any sub-contractor, the Seller/Contractor, except specified otherwise, shall provide free of charge, such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.

11.4 INSPECTION MEASURING AND TEST EQUIPMENTS

11.4.1 Inspection measuring and test equipments (IMTE) whether used by the Seller/Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.

11.4.2 In addition to above, Seller/Contractor shall ensure the following :

- a/ Measurement uncertainty is known and consistent with required measurement capability of the IMTE.
- b/ Selection of IMTEs is compatible with the necessary accuracy and precision of required measurement.

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- c/ IMTEs are calibrated at the required intervals against certified equipments having known valid relationship to nationally recognised standards, at recognised calibration labs.
- d/ Calibration records are available and traceable to the particular IMTE.
- e/ 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 to be furnished to Inspection Agency.
- f/ IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.

NOTE: Purchaser's decision on acceptability of the product in such cases shall be binding.

11.4.3 Responsibility of usage of valid and calibrated IMTEs by his sub-contractor(s) shall be of the Seller/Contractor.

11.4.4 In case, calibration records are required by purchaser, copies of the same shall be furnished.

11.5 Seller/Contractor shall be fully responsible for the Quality of products supplied by sub-contractors.

12.0. **MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)**

12.1 When the tests have been satisfactorily completed at the Seller/Contractor's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Inspection Agency.

12.2 Purchaser/Owner will issue MDCC to the Seller/Contractor based on the QS Note/Report from the Inspection Agency.

12.3 **Seller/Contractor will not despatch any material before issue of MDCC by the Purchaser/Owner.**

12.4 The satisfactory completion of these tests or the issue of MDCC, shall not bind the purchaser/Owner to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

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13.0 DELIVERY FAILURE AND TERMINATION/LIQUIDATED DAMAGES

13.1 The parties hereto agree that the timely despatch/delivery and completion of other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the despatch/delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for breach of order/contract without prejudice to any other rights and/or remedies provided for, in the order/contract and hereunder.

13.2 DELAYED DELIVERY

13.2.1 The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half percent ($\frac{1}{2}\%$) of the total contract price per week or part thereof, subject to a maximum of ten per cent (10%) of the total contract price excluding elements of taxes, duties and freight, if the seller/contractor has failed to deliver any part of the ordered stores within the period stipulated in the Order/Contract.

NOTE : If the Order/Contract involves supply for two or more Units/Sets/lots of the Power Project, total value of the Order/Contract to be taken for levy of Liquidated Damages, shall be the Order/Contract value of the particular Unit/Set/lot for which the delay has taken place, provided delivery stipulated in the Order/Contract is Unit/Set/lot wise for **supply packages**. In case of **turnkey packages** LD shall be leviable on the total value (supply and E & C) in case of delay in E & C. No LD shall be withheld from supply payments.

13.2.2 The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller/contractor with notice to the seller/contractor of the stores due for delivery but not so delivered or their equivalent, without canceling the order/contract in respect of the stores not yet due for delivery. The manner and the method of such purchase shall be at the discretion of the purchaser.

13.2.3 Purchaser reserves the right to cancel the order/contract or a portion thereof for the stores not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.

13.2.4 Seller/contractor shall continue the performance of the Order/Contract under all circumstances, to the extent not cancelled.

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14.0 **GUARANTEE FOR PLANT/EQUIPMENT/STORES**

14.1 The Seller/Contractor shall warrant that the stores supplied shall be free from all defects and faults in design & engineering, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/Contract specifications, drawing or samples, if any.

14.2 a) **Guarantee for Supply Packages** – guarantee shall be eighteen (18) months from the last dispatch.

14.2 b) **Guarantee for turnkey jobs:** The guarantee shall be valid for a period as stipulated in the special conditions of the Order/Contract, otherwise, 18 calendar months from the date of completion of supplies or 12 calendar months from the date of satisfactory commissioning, whichever is **later**. Seller/Contractor's liability in respect of any complaints, defects and claims shall not be limited to the supply and installation of replaced parts free of charge, or the repair of defective parts to the extent that such replacements are attributable to or arise from faulty workmanship, material or design, in the manufacture, of the stores but at the option of the purchaser, to the payment of the value, expenditure and damages as mentioned hereafter, provided defects on being discovered are brought to the notice of the Seller/Contractor within a period of three (3) months from the date of expiry of the guarantee period.

14.3 All replacements and repairs during the guarantee period shall be delivered and completed promptly and satisfactorily within a period of three months from the time of reporting the defect/loss/rejection etc. If the Seller/Contractor so desires and the purchaser 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 Seller/Contractor or his representative at Seller/Contractor's cost. No claim, whatsoever shall be entertained by the purchaser on account of such replaced parts.

14.4 All the replaced and replenished stores shall also be guaranteed as per above clauses.

14.5 The decision of the purchaser with regard to Seller/Contractor's liability and the amount involved, if any, payable by the Seller/Contractor under the guarantee shall be final, conclusive and binding.

15.0 **INSURANCE**

15.1 Insurance shall be arranged by BHEL.

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15.2 Bidders/Vendors shall inform the insurance company, appointed/nominated by BHEL/ Purchaser, the details of despatches under intimation to BHEL such as LR no. & date, Truck nos., P.O. no., project & value.

15.3 Insurance as applicable for field work such as third party liability, workmen compensation, Seller/Contractor's own Tools & Plants and automobile shall be arranged by the seller/ contractor.

16.0. **INTER-CHANGEABILITY AND CHANGES**

16.1 All similar components or parts of similar equipment supplied by the seller/contractor shall be interchangeable with one another.

16.2 Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications and schedules, the cost will be considered to be within the contract price and no extra charges shall be payable. However, if there are substantial changes in the specifications of the stores/plant, consequential changes in prices shall be mutually agreed between the purchaser and the seller/contractor.

17.0 **PACKING**

17.1 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.

17.2 Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate :-

- a/ Packing size.
- b/ Gross weight and net weight of each package.
- c/ Contents of the package with quantity of each item separately.

17.3 In case of shipment by sea, the packing shall be sea-worthy and of international standard.

17.4 **PACKING FOR SPARES**

17.4.1 Different types of spares i.e. start-up/commissioning spares and initial spares (mandatory spares and recommended O&M spares) are to be packed separately.

17.4.2 Documents for spares should have stamp/markings for easy identification and separation from Main Equipment.

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17.5 COLOUR CODING OF TAGS/MARKING/STICKERS

17.5.1 Aluminium stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details regarding purchase order, description of the components, quantity etc.

17.5.2 Tags should be of the colour as mentioned below:

Main equipment	: Yellow or white tag
Mandatory spares	: Pink or red tag
Start-up/Commissioning spares	: Blue tag
O&M spares	: Green tag

17.5.3 Similar colour scheme should be followed wherever stickers are pasted on components.

18.0 MATERIAL RECEIPT CERTIFICATE

- a) The Seller/Contractor shall arrange Material Receipt Certificate from the concerned project site, duly signed by the purchaser/owner Site Engineer, after receipt of the material at site and its physical verification wherever E&C is in the scope of seller/ contractor.
- b) For supply packages – MRC shall be arranged by BHEL. However vendor to provide copy of receipted LRs to enable BHEL to obtain MRC from site.

19.0 CONSIGNEE's RIGHT OF REJECTION

19.1 Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the stores 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 Seller/Contractor or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion or consignment thereof, within 30 days after actual delivery, thereof to him at the stipulated place or destination, if such stores or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Order/Contract whether on account of any loss, storage, deterioration or damage before despatch or otherwise, whatsoever.

19.2 Rejected goods or materials shall be removed by the seller/contractor within a period of 15 days from the date of receipt of notice of such

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rejection. The expenses to be incurred in respect thereof shall entirely be borne by the seller/contractor.

20.0 RISK IN STORES (FOR E & C CONTRACTS)

The seller/contractor shall perform the Order/Contract in all respects in accordance with the terms and conditions thereof. The stores and every constituents part thereof, whether in the possession or control of the Seller/Contractor, his agents or servants, or a carrier, or in the joint possession of the seller/contractor, his agent or servants and the purchaser, his agents or servants shall remain in every respect at the risk of Seller/Contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer, until their delivery to a person specified by the purchaser as interim consignee for the purpose of despatch to the consignee. The Seller/Contractor shall be solely responsible for all loss, destructions, damage or deterioration of or to the stores from any cause whatsoever, while the stores after approval by the Inspection Agency are awaiting despatch.

21.0 SHORTAGES/DAMAGES

21.1 FOR SUPPLY PACKAGES

- a) Shortages in sound cases shall be replenished free of cost as early as possible by vendor.
- b) Shortages/Damages during transit/ handling at site, vendor shall supply replacements as early as possible at old contractual rates upon intimation to vendor within 3 months of receipted LR.

21.2 FOR E & C PACKAGES -

Any shortages or damages during unloading and handling at site, including at the time of erection and commissioning, shall be made good by the Seller/Contractor at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/replenished free of cost to enable the equipment to be put in service.

22.0 CONFIDENTIALITY

Seller/contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

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23.0 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 23.1 If the Seller/Contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership 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 being in force or make 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 Seller/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 and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor and the Seller/Contractor shall be liable to the purchaser for any excess costs provided that the Seller/Contractor shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor shall on no account be entitled to any gain on such repurchases.
- 23.2 Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor shall be worked out after levying 30% overheads as departmental charges on the ex-works cost of materials purchased.

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24.0 TERMINATION OF THE CONTRACT

- 24.1 The purchaser shall have the right to cancel the Order/Contract, wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor compensation claim shall be settled mutually.
- 24.2 The purchaser shall also have the right to cancel the Order/Contract at the risk and cost of the Seller/Contractor in case either the Seller/Contractor himself or any of his representative or agent is found to have been a previous employee of the purchaser immediately before the retirement and has within a period of two years of such retirement accepted the employment of the Seller/Contractor either as a Seller/Contractor or as an employee without having obtained the prior permission of the purchaser.
- 24.3 In case of cancellation of main supply order/ contract, all other associated orders/ contracts like, mandatory spares/recommended spares/ E & C/ supervision of E & C also get cancelled.

25.0 TRANSFER, SUB-LETTING/ASSIGNMENT/SUB-CONTRACTING

- 25.1 The seller/contractor shall not sublet, transfer or assign this order/contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the purchaser. In the event of seller/contractor sub-letting, transferring or assigning this order/contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the purchaser shall be entitled to cancel the order/contract and to purchase the stores from elsewhere at risk and costs of the seller/contractor and the seller/contractor shall be liable for any loss or damage which the purchaser may sustain in consequence of, or arising out of such risk purchase.
- 25.2 If the seller/contractor is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the purchaser is satisfied that the legal representative of the individual seller/contractor or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/Contract, the purchase shall be entitled to cancel the Order/Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of seller/contractor and/or to the surviving partners of the seller's/contractor's firm on account of the cancellation of the order/contract.
- 25.3 Terms and Conditions shall not get affected in case of merger/amalgamation/re-arrangement/takeover etc.

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25.4 The decision of the purchaser that the legal representatives of the deceased seller/contractor or surviving partners of the seller's/contractor's firm can not carry out and complete the order/contract shall be final and binding on the parties hereto.

26.0 **FORCE MAJEURE**

26.1 Notwithstanding anything contained in **clause 14.0**, if at any time, during the continuance of the Order/Contract the performance in whole or in part by either party, of any obligations under this Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.

26.2 In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.

26.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion of delivery and other schedules.

27.0 **INDEMNIFICATION**

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

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28.0 **CONTRACT PERFORMANCE EVALUATION**

Performance of the Seller/Contractor in the present Order/Contract shall be evaluated by the Purchaser as per Performance Evaluation System detailed in Annexure – VII. The Seller/Contractor may be de-listed or put under hold or retained based on the performance in the present Order/Contract.

29.0 **SETTLEMENT OF DISPUTES**

29.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final.

29.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

29.3 The Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

30.0 **ARBITRATION**

30.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Seller/Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

30.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the

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arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

30.3 The cost of the arbitration shall be borne equally by the parties.

31.0 LAWS GOVERNING THE CONTRACT

The Contract including all matters connecting with this contract shall be governed by the Indian Law both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of Indian courts at Delhi/ New Delhi.

32.0 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

ANNEXURES

No.	DESCRIPTION
I	OFFER SUBMISSION AS PER NIT
II	TERMS & CONDITIONS CONFIRMATION
III	DECLARATION
IV	SECURITY – CUM – PERFORMANCE BANK GUARANTEE BOND
V	NON-CONFORMANCE REQUEST (NCR)
VI	INSPECTION AUTHORITY DETAILS
VII	REQUEST FOR ISSUE OF “C” FORM
VIII	PERFORMANCE EVALUATION SYSTEM
IX	NEFT DETAILS
X	LOADING CRITERION
XI	INTEGRITY PACT
XII	LIST OF CONSORTIUM BANKS



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT
PPEI BUILDING, HRD & ESI COMPLEX
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)**

Not for Publication

For official use

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(To be filled up by the Bidders)

Ref. No. :

Dated :

**M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI BUILDING, HRD & ESI COMPLEX,
PLOT NO. 25, SECTOR – 16A,
NOIDA – 201 301 (UP)**

ATTENTION :

Dear Sir,

- Having examined the tender documents against your tender Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.
- If the work or any part thereof is awarded to us, we undertake to submit security-cum-contract performance bank guarantee as per your requirement, within thirty days of receipt of Letter of Intent/Order/Contract.
- We have annexed to this tender the following documents:-

Part-I (Techno Commercial Bid) - in a properly sealed cover

- Complete Techno-Commercial Offer. (in five sets)
- Agreed Terms and Conditions (Annexure-II).
- Schedule of Commercial Deviations giving clause references.
- Schedule of Technical Deviations giving clause references.
- Unpriced copy of Price Schedule using format given by BHEL.
- Any other documents (Please specify).

Part-II (Price Bid) - in a separate, properly sealed cover, in duplicate in the format given by BHEL.

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

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AGREED TERMS AND CONDITIONS

(This format duly filled in, signed and stamped must form part of the techno-commercial (Part-I) bid. Clauses confirmed hereunder need not be repeated in the bid.)

S.No.	Description	Bidder's confirmation (YES/NO/NA)
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- 1(a) Acceptance of Technical Specifications (Vol.IIB), Schedules and Data Sheets (Vol.III) and scope of supply as per Tender Enquiry.
- 1(b) In case of deviations, the same have been highlighted separately giving clause references under the heading **“TECHNICAL DEVIATIONS”**.
- 2(a) Acceptance of Terms and Conditions included in the Enquiry letter and all Vol-I General Conditions of Contract (Part-A: Instructions to bidders, Part-B: General Commercial Terms & Conditions) and Special Conditions of Contract, if applicable.
- 2(b) In case of deviations, the same have been highlighted separately giving clause references under the heading **“COMMERCIAL DEVIATIONS”**.
- .
- 3(a) **PRICES**: Quoted prices shall remain FIRM / with PVC till complete execution of the Order/Contract.
- 3(b) Prices have been filled up in the Price Schedule format attached with the tender documents.
- 3(c) Rates of excise duty, central sales tax / VAT & service tax and requirement of concessional forms, have been indicated in the unpriced copy of price bid, enclosed.
4. **Payment Terms**: Acceptance of relevant terms of payment as specified in the Tender Documents.
5. **Bank Guarantee**: Security-cum-performance BG shall be furnished as specified in the Tender Documents.

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S.No.	Description	Bidder's confirmation (YES/NO/NA)
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6. **Delivery**: Indicate the shortest delivery period, which shall not exceed the delivery requirement as per this Tender Enquiry. Date of **LR/RR/AWB/BL** shall be considered as date of delivery.
7. **Liquidated Damages**: In case of delay in delivery/completion schedule, LD clause as per tender documents acceptable.
8. Part order will be acceptable (Not applicable for turnkey packages)
9. Validity of Offer as per clause no. 11.0 of "Instructions To Bidders" acceptable.

Note:- The order of preference shall be N.I.T. covering letter/ SCC/ GCC terms/ Region GCC (if applicable)

(Signature of Bidder with Name, Designation and Company's Seal)

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ANNEXURE-III

DECLARATION

It is hereby declared that the original/revised* price bids being opened for _____ (Name of Package) for _____ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/revised* price bids where itemised price is not available for any part of scope of supply, including tests, etc., the same should be treated to have been included in our original/revised* price bid. Also revised price bid, if any, even though generally governed by the terms and conditions indicated in the original commercial/Price bid (unless indicated to the contrary), any price discount, if not mentioned specially in the revised price bid, the one mentioned, if any in the original price bid shall be applicable for computing final price.

It is also agreed that no further chance for seeking clarification/confirmation to any missing point will be necessary.

Absence of itemised prices against some items does not mean that they are not included. Even though itemised prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorised Representative

Name and Designation :

Name & Address of the Bidder

Date

Forwarded to:

M/s Bharat Heavy Electricals Limited
Project Group
Project Engineering Management
PPEI Building, HRD & ESI Complex
Plot No. 25, Sector – 16 A
NOIDA – 201 301 (U.P.)

(Please delete whichever is not applicable.)

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ANNEXURE-IV

SECURITY-CUM-PERFORMANCE BANK GUARANTEE BOND

In consideration of **BHARAT HEAVY ELECTRICALS LIMITED, PROJECT ENGINEERING MANAGEMENT DIVISION** (hereinafter called the "**Company**") having agreed from M/s _____ (hereinafter called the said **Contractor** which term includes supplier for the purpose of the bond) to accept the demand under the terms and conditions of the Agreement No. _____ dated _____ made between _____ and _____ (hereinafter called the said **agreement**) of Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ (indicate the name of the Bank) (hereinafter referred to as the **Bank**) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment to so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ office/Department/Division of Bharat Heavy Electricals Limited certifies that the

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terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____*, we shall be discharged from all the liability under this guarantee thereafter.

5. We, _____ (indicate the name of the Bank) _____ further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

- * This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE - V	REV NO. : 04 PAGE NO. : 2 OF 3
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ANNEXURE-V

NON-CONFORMANCE REQUEST (NCR) (GRANTING OF NCR DOES NOT ENTITLE ANY INCREASE IN PRICE OR EXTENTION OF SCHEDULE, TO VENDOR)				
PART – II (TO BE FILLED BY IA OR SITE IA)				
☐ NCR RECOMMENDED ☐ NCR RECOMMENDED AS PER REMARKS BELOW ☐ NCR NOT RECOMMENDED REMARKS:				
ACTION	☐ Returned to Vendor ☐ Forwarded to CE (PEM) (2 Copies)			
		NAME	SIGNATURE	DATE
PART-III (TO BE FILLED IN BY PROJECT ENGINEER (PEM))				
☐ NCR APPROVED ☐ NCR APPROVED AS PER REMARKS ☐ NCR NOT APPROVED REMARKS: (A) WITHOUT INCREASE IN CONTRACT PRICE (B) WITH REDUCTION IN CONTRACT PRICE (DETAILS ENCLOSED) (C) WITHOUT AFFECTING PROJECT SCHEDULE				
ACTION	☐ Returned to Vendor (Only in case NCR not approved) ☐ Forwarded to CMP on _____ (For issue of PO amendment)			
		NAME	SIGNATURE	DATE
NOTE: Project Engineer (PEM) shall approve the NCR after obtaining consent/approval of affected departments/agencies and also of SH and DH.				
PART- IV (TO BE FILLED BY CONTRACT ENGINEER (PEM))				
PO No.	PO Date	PO Amendment No.	PO Amendment Date	
DISTRIBUTION (1COPY EACH)	☐ VENDOR ☐ SITE IA ☐ IA ☐ PEM-ENGG.			
		NAME	SIGNATURE	DATE

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE - V	REV NO. : 04 PAGE NO. : 3 OF 3
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ANNEXURE-V

INSTRUCTIONS FOR THE VENDOR REGARDING NON-CONFORMANCE REQUEST (NCR)

3. Photo-copies of the NCR Form can be used by the Vendor, whenever required.
4. Non-conformances, due to the following and/or other reasons, shall be raised by the Vendor, in this form, in order to obtain BHEL decision on the same.
 - a) Changes from Bid Specification and Deviations agreed during negotiations

OR

Changes from Contract Specification required as a result of detailed design and preparation of drawings by the Vendor.

 - b) Changes in Contract Drawings and Documents approved by BHEL.
 - c) Inaccurate workmanship, procedure or practice.
 - d) Use of material other than the size, type of grade as called for in the specification/drawing.
3. Vendor shall send two copies of the NCR to :
 - a) Contract Engineer (CE) of BHEL, PEM, for non-conformances required as a result of detailed design and preparation of drawings by the Vendor etc.
 - b) Inspection Agency (IA) for all non-conformances during manufacture/fabrication, assembly etc.
 - c) Site Inspection Agency (Site IA) for all non-conformances during site fabrication, erection and commissioning.
4. Vendor shall mark copies of NCRs and all correspondence, in this respect, to Contract Engineer (CE) of BHEL, PEM.
5. The names and addresses of Inspection Agency and Site Inspection Agency are given in the Letter of Intent/Purchase Order.
6. Non-conformances raised in this form only, will be entertained by BHEL.
7. NCRs shall be kept to a minimum.
8. A summary of non-conformances granted, if any, shall be included by the Vendor in the Quality Assurance Document Package to be forwarded to BHEL & Customer, on satisfactory completion of inspection and tests.
9. Granting of NCR by BHEL does not entitle the Vendor to any increase in price or extension of schedule.

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURES-VI	REV NO. : 04 PAGE NO. : 1 OF 1
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INSPECTION AUTHORITY DETAILS
CQS JURISDICTION

Code No	CQS Centre	Telephone No.	Fax No.	Jurisdiction
0	Centre Head Kribhco Bhawan, 2 nd Floor Sector -1, A8-10, Noida – 201-301 (UP)	0120-2443496 0120-2443497	0120-2443492 0120-2443493	DELHI,GWALIOR (MP) HARYANA,PUNJAB, RAJASTHAN, HP, UTTAR PRADESH,UTTARANCHAL
B	Centre Head 1 st floor EVR Periyar Building No. 690 (old No.474) Anna Salai, Nandanam Chennai – 600-035	044-24314294 044-24314298	044-24314296	KERALA, PONDICHERRY, TAMIL NADU Excluding Hosur (Ref. CQS-Bangalore) TIRUPATI (AP), VIZAG
C	Centre Head 3 rd Floor, DJ 9/1 Salt Lake City, Kolkata – 700 091	033-23216308 033-23216318	033-23216495	ASSAM,BIHAR,ORRISSA, WEST BENGAL
D	Centre Head 2 nd floor CTI Building BHEL Complex Prof. CNR Rao Circle Opp. Indian Institute of Science Malleswaram Bangalore – 560-012	080-23367608 080-23367609	080-23367637	GOA,KARNATAKA, KOLHAPUR,RATNAGIRI, SANGLI (MAH) HOSUR (TN)
E	Centre Head 15 th floor, World Trade Centre-1 Cuffe Parade, Colaba Mumbai	022-22187969 022-22181571	022-22151460 022-22187850	MAHARASHTRA (Excluding Ratnagiri & Sangli (Ref. CQS- Bangalore) Jalgaon & Nagpur (Ref. CQS Bhopal) Aurangabad & Walchandnagar (Ref. CQS Secunderabad) GUJRAT (Excluding Vadodara & Anand, Ref. CQS,Bhopal) DAMAN
F	Centre Head “Ek Tara” Building 39, Sarojini Devi Road Secunderabad -500 003	040-27801129 040-27704290	040-27701147	ANDHARA PRADESH (excluding Tirupathi (Ref. CQS-Chennai) AURANGABAD & WALCHANDNAGAR (MAH) Kirloskarwadi
G	CentreHead Block VI Annexe P.O.Piplani Bhopal	0755-2502366	0755-2685233	1) MADHYA PRADESH (Excluding Gwalior (Ref. BHEL,CQS, Noida) 2) CHHATTISGARH 3) JALGAON & NAGPUR OF MAHARASHTRA 4)VADODARA & ANAND OF GUJARAT

Reallocated areas to different CQ Centers from 1/7/07 Units placing P.O.s on above & onwards dates respective Centers can be contacted for inspection & other follow up. Po's prior to above dates, respective C enters take up inspection.

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-VII	REV NO. : 04 PAGE NO.: 1 OF 1
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ANNEXURE-VII

(Request for Issue of "C" Form)

Head (Finance Deptt.)
 PEM/BHEL, First Floor
 BHEL House,
 SIRIFORT,
 NEW DELHI-110 049

Dear Sir,

Sub: **Request for Issue of "C" Forms**

We request you to issue us "C" forms for the invoices for which following details are being given herewith :

- I P.O. NO. & Date :
- II PROJECT :
- II Invoice number and date :
- IV Items / Description :
- V "C" Form value :
- VI. LR/R/GR number and date :

We are enclosing herewith photocopies of Bill/Invoice and LR/RR/GR.

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

ANNEXURE-VIII

PERFORMANCE EVALUATION SYSTEM

1. PERFORMANCE EVALUATION

Performance of the Seller/Contractor shall be calculated for each Order/Contract, with respect to the following main factors and their weightages :

<u>Rating</u>		<u>Weightage</u>
Quality	=	60
Delivery	=	30
Service	=	10
Total		100

1.1 Quality Rating (QR) 60% weightage

Quality rating is based on acceptable quantity of material delivered by the Seller/Contractor.

$$\text{Quality Rating (QR)} = \frac{(Q1 + 0.75 \times Q2 + 0 \times Q3) \times 60}{Q}$$

Where Q	=	Quantity inspected
Q1	=	Quantity accepted
Q2	=	Quantity accepted with concession/deviation
Q3	=	Quantity rejected

1.2 Delivery Rating (DR) 30% weightage

Seller/Contractor will be rated on delivery parameters as follows :

- (a) - Adherence to P.O. delivery - 30
- (b) - One mark shall be deducted for each day's delay.

In case of rectification / replacement of item, the delivery to be reckoned from date of completion of rectification / replacement and not the original supply date.

1.3. Service Rating (SR) 10% weightage

Service Rating shall be given on the basis of the following criteria :

Cooperation and readiness to help in emergency; Submission of	}	
Support documents such as GA Drawings, TC, GC etc., as	}	5
applicable; Submission of final technical documents, O & M	}	
manuals and as built drawings complete and in time.	}	
Promptness in reply / attending quality problems at site		5

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-VIII	REV NO. : 04 PAGE NO. : 2 OF 2
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The above rating will also be subject to further feedback from Inspection Agency on the following criteria :

- Item not offered as per Inspection Requirement.
- Non - availability of calibrated instruments at the time of inspection at Seller/Contractors' works.
- Acceptance after rework.

In above cases, Seller/Contractor will be allocated negative five marks (-5) for service rating.

Total Rating (TR) of the Seller/Contractor = QR + DR + SR

2.0 DEMERIT FACTOR

Total Rating of the Seller/Contractor will be multiplied by the demerit factor (DF) to calculate the final Seller/Contractor's Performance Score (SPR). The demerit factor is determined as detailed below :

- Items /systems meets all design and guarantee parameters 1.0
- Items / systems satisfy the design / guarantee parameter with minor deviations & functionally acceptable. 0.9
- Items / systems are put into service with rework at site 0.8
- Contractual requirements like timely erection /warranty obligations/service after sales etc. not met 0.7
- Items / systems rejected & replaced due to not meeting design / performance requirement. 0.5

$$SPR = TR \times DF.$$

3.0 Based on the SPR, performance will be rated as below :

SPR	RATING	ACTION
100	A1	To be retained in the Vendor List as Preferred Seller/Contractor
Above 90 but less than 100	A	To be retained in the Vendor List
80-90	B	To be retained in the Vendor List provided there is specific commitment to improve the area of deficiency in a time bound manner
60-79	C	Tender Enquiry may not be issued in future. However, under special circumstances, enquiry may be issued with the approval of competent authority only.
Below 60	D	To be de-listed/put under HOLD.



NEFT Application Form

Name of the party

Name of the Bank

Address Of the Bank

Party's A/c no

Type of A/c

IFSC CODE

Vendor's E-MAIL ADDRESS

Authorised Signatory

Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED ON THE COMPANY'S LETTERHEAD .

THE DETAILS MAY EITHER BE ATTESTED BY YOUR BANKERS OR ACCOMPANIED BY A CANCELLED CHEQUE LEAF WITH IFSC CODE & A/C NO.PRINTED ON IT .

UNDERTAKING TO REPORT IMMEDIATELY ANY CHANGES IN THE ABOVE TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURES-X	NO. : 04 E NO.: 1 OF 1
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ANNEXURE-X

A) PAYMENT TERMS (LOADING)

Normally no deviation for payment is allowed, however BHEL accept the deviation only in case of exceptional circumstances, bids shall be loaded as per following during bid evaluation.

a) Supply Package:-

- i) Direct payment : No loading
- ii) Payment through Bank : 4% of total price including taxes & duties.

b) Supply/Turnkey packages:

- i) Payment demanded in 60 days : 2% of total price including taxes & duties.
- ii) Payment demanded in 45 days : 3% of total price including taxes & duties.
- iii) Payment demanded in 30 days . : 4% of total price including taxes & duties.
- iv) Last 10% supply Payment against PG Test : 10% of total package value (all inclusive price) & submission of additional BG for demanded without conducting PG test : 10% value.

B) BANK GUARANTEE :-

Non submission of Bank Guarantee : No deviation is permitted

C) LIQUIDATED DAMAGES :-

- i) If max limit asked for is 10% or 5% of undelivered portion - 10% value of total quoted price excluding taxes, duties & freight.
- ii) If maximum limit asked is 5% of contract value instead of 10% - 5% value of total quoted price excluding taxes, duties & freight

D) PRICE VARIATION CLAUSE :-.

PVC Instead of Firm Price : Maximum ceiling of PVC as demanded by vendor.

INTEGRITY PACT

Between

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

and

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

Preamble

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

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 –Independent External Monitor(s)

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

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other Provisions

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

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

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

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: _____ Witness: _____ (Name &
Address) _____ (Name & Address) _____



LIST OF CONSORTIUM BANKS

- 1. State Bank of India**
- 2. ABN Amro Bank N.V.**
- 3. Bank of Baroda**
- 4. Canara Bank**
- 5. Citi Bank N.A.**
- 6. Corporation Bank**
- 7. Deutsche Bank**
- 8. HDFC Bank Ltd.**
- 9. The Hongkong and Shanghai Banking Corporation Ltd.**
- 10. ICICI Bank Ltd.**
- 11. IDBI Ltd.**
- 12. Punjab National Bank**
- 13. Standard Chartered Bank**
- 14. State Bank of Travancore**
- 15. State Bank of Hyderabad**
- 16. Syndicate Bank**

GENERAL TECHNICAL CONDITIONS

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S.No.	TITLE	SPECIFICATIONS NO.	REV. No.
1	PREAMBLE	PES-100-900	03
2	DRAWINGS/DOCUMENTS AND VENDOR'S DRAWINGS/DOCUMENTS LIST	PES-100-910	03
3	QUALITY ASSURANCE SYSTEMS AND QUALITY PLAN	PES-100-911	03
4	WORKMANSHIP, ENGG. REQUIREMENTS AND CODES AND STANDARDS	PES-100-912	03
5	SHOP INSPECTION & TESTS	PES-100-913	03
6	RATING AND NAME PLATES	PES-100-914	03
7	PACKING AND MARKING INSTRUCTIONS	PES-100-915	03
8	GENERAL INSTRUCTIONS FOR DESPATCH	PES-100-916	03
9	OPERATION AND MAINTENANCE MANUALS	PES-100-917	03
10	FIELD QUALITY PLAN	PES-100-918	03
11	MATERIALS HANDLING PRESERVATION AND STORAGE	PES-100-919	03
12	SPARES, FIRST FILL OF CONSUMABLES AND SPECIAL ERECTION & MAINTENANCE TOOLS AND TACKLES	PES-100-920	03
13	PRE-COMMISSIONING, TRIAL OPERATION PERFORMANCE TESTS AT SITE AND TAKING OVER	PES-100-921	03
14	TRAINING OF OWNER'S/PURCHASER'S PERSONNEL	PES-100-922	03

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TITLE	SPECIFICATIONS NO.	REV. No.
PREAMBLE	PES-100-900	03

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

1.1 VOLUME-1 (CONDITIONS OF CONTRACT)

This consists of four parts as below:-

- Volume-I A : This part contains instructions to bidders for making bids to BHEL.
- Volume-I B : This part contains general commercial conditions of the tender and includes provision that vendor shall be responsible for the quality of item supplied by their sub-vendors.
- Volume-I C : This part contains special conditions of contract.
- Volume-I D : This part contains commercial conditions for erection and Commissioning site work, as applicable.

1.2 VOLUME-II TECHNICAL SPECIFICATIONS

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

- Volume-II A : General Technical Conditions
- Volume-II B : Technical Specification including Drawings, if any.

1.2.1 VOLUME-II B

This volume is sub-divided into following sections:-

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

Data Sheet-A: Specifies data and other requirements Pertaining to the Equipment.

Data Sheet-B: Specifies data to be filled by the bidder (Data Sheet-B is contained in Volume-III).

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

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1.2.2 VOLUME- III TECHNICAL SCHEDULES

This volume contains technical schedules and Data Sheets-B, which are to be duly filled by the bidder and the same shall be furnished with the technical bid as per instructions given in Document No.PES-100-901 in Volume-III.

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 4 Of 26
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TITLE	SPECIFICATIONS NO.	REV. No.
DRAWINGS/DOCUMENTS AND VENDOR'S DRAWINGS/DOCUMENTS LIST	PES-100-910	03

1. All drawings submitted by the vendor including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement, weight, breakdown for packing and shipment, the external connection, fixing arrangement required, the dimensions required for installation and interconnections with other equipment and materials, clearance and spaces required between various portions of equipment and any other information necessary for efficient functioning of the equipment.

The vendor shall be responsible for developing detailed drawings to adopt his equipment and materials to the requirements indicated in the tender specification. Number of copies of the following as required from the bidder in each bid and indicated in Section "C" of Technical Specification Vol. IIB :

- i. Data Sheet-B
 - ii. Catalogues and other technical literature
 - iii. Drawings
 - iv. Quality Plan
2. The vendor shall provide the purchaser with the following drawings and data as per agreed schedule. (The drawings/data shall be preferably on PC to the maximum extent possible and floppy of the same to be submitted if applicable.).
 - i. Data Sheets – B duly revised conforming to accepted bid
 - ii. Outline drawing of all equipment together with load data including dynamic load and factors and sufficient overall dimensions to enable the purchaser to design foundations and structures and associated equipment.
 - iii.
 - a. Vendor drawings/document Schedule (PEM:6042)*
 - b. Schedule of Equipment Manufacture Despatch & Shipment to Site (PEM-6026)*
 - c. Inspection Schedule (PEM:6030)*

*Refer Volume-III for formats
3. Within the stipulated time period as per Vendor's drawing/documents Schedule, the Vendor shall submit for approval of the Purchaser, the following drawings and technical data:
 - i. P&I diagrams/dimensional layout drawings of the plant and equipment to be supplied under the contract and all certified data relating to the design of foundation structures to enable the Purchaser to arrange for construction of the necessary foundations and civil works.

All information regarding material and size of anchor bolts, nuts, sleeves, inserts and supports which shall have to be embedded in concrete shall be furnished in the detailed foundations drawings.
 - ii. Dimensional drawings showing individual equipment being supplied under the contract, method and sizes of connections to the Purchaser's other equipment giving also the limits of variations of the dimensions.
 - iii. All efficiency and characteristic curves under the specification.

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- iv. Schematic drawings of all wirings, connections and interlocking diagrams showing the points where the connections have to be made by the Purchaser.
 - v. Necessary structural and other calculations and data required for demonstrating fully that all parts of the equipment to be furnished shall conform to the provision and intent of the contract.
4. Drawings submitted by Vendor shall be in standard sizes in accordance with Indian Standard i.e. A.O. A1, A2, A3 and A4 and shall have title block and numbering scheme and provision to record BHEL/PEM numbering scheme corresponding to his drawings as agreed with the Purchaser. Metric units shall be adopted unless otherwise specified. The graphical symbols to be adopted shall be duly approved by the Purchaser.
 5. Customer/Consultant involvement in the approval of drawings/quality Plan, if any, is indicated Sec-C Technical Specification. Volume-IIB.
 6. The vendor shall submit number of copies of each drawing for approval as indicated in Section “C” of Technical Specifications Volume IIB. Approval of Vendor drawings shall be accorded in four (4) categories.

Category-I	Approved
Category-II	Approved with comments as noted (Forward final drawing).
Category-III	Not approved
Category-IV	Reference Drawings

Only one print of duly approved/commented drawings shall be returned to the Vendor within the period as per agreed schedule. Vendor drawings stamped – “For Reference only” shall be accorded category-IV approval as stated above.

Drawings, approved in Category-I need not be resubmitted for approval and the vendor can proceed with manufacture/fabrication without departing from approved drawings.

Drawings approved in Category-II/III shall be resubmitted after incorporating all the comments for getting category-I approval. Further revision shall be shown by number, date and revision details in the revision block.

7. In case the vendor is unable to incorporate certain comments, he shall clearly state the reasons for the same and obtain approval for the same. Any work if performed or material ordered by the vendor on the basis of drawings stamped under category-III will be at the risk of the vendor.

However, vendor may proceed with fabrication/procurement work on the basis of Category-II approval, ensuring compliance with the comments.

8. If at any time before the completion of the work changes are made necessitating revision of approved drawings, the vendor shall make such revisions and proceed in the same routine as per the original approval.

9. Final Drawings

As built drawings/RTF/Floppy shall be submitted as per the number of copies indicated in Sec. C of Technical specifications Vol. II-B.

10. Erection Drawings/Documents (Specifying erection procedures and facilities for erection etc.) shall be submitted by the vendor or his sub-vendor, wherever required, but these shall not be required to be approved unless otherwise instructed by the purchaser.

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11. Purchaser/Inspection Agency or their authorized representative shall have the right at all reasonable times to inspect at the factory of the vendor or his sub-vendors, all drawings including shop drawings.

12. SUBMISSION OF FINAL DRAWINGS/FLOPPY

Upon receipt of the prints which have been marked “Approved” or “Approved with comments as noted. Forward final drawings”, the vendor shall furnish as per agreed schedule number of additional prints as indicated in sec. C of volume-IIB, of each of the drawings and reproducible transparency/floppy after corrections, if any, to the Engineer.

- 12.1 The vendor shall make any changes in the design, with prior approval of the Engineer which are necessary to make the equipment conform to the provisions and intent of contract, without additional cost to the Purchaser, (Approval of Vendor’s drawings by purchaser shall not relieve the vendor of any part of his obligations as per the Contract or Vendor’s responsibility for the correctness and completeness of his drawings).

The details to be furnished shall include but not restricted to the following:

- i. Final plans and layout giving complete details against the above mentioned arrangement plans including foundation plans.
- ii. Assembly, sub-assembly and sectional drawings of equipment as applicable.
- iii. Complete cabling drawings, giving details of cables required, terminal details, layout of trenches etc.
- iv. Detailed wiring diagrams and arrangements of conduits for wiring various control and instruments up to the required points.
- v. Shop drawings of equipment requiring repair or replacements.
- vi. P&I diagrams
- vii. PG Test procedure, O&M Manual, Field Quality Plans etc.

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TITLE	SPECIFICATIONS NO.	REV. No.
QUALITY ASSURANCE SYSTEMS AND QUALITY PLAN	PES-100-911	03

1.0 QUALITY ASSURANCE SYSTEMS

- 1.1 The vendor shall establish document and maintain effective quality Assurance Systems as outlines in recognized Codes such as ISO, B.S. 5750, ASME section-VIII Division 1, etc. to ensure that all actions are performed in a planned systematic and documented manners so as to provide confidence that the equipment and/or services provided by him conform to the specification requirements and would perform satisfactorily in service over its life period.
- 1.2 The quality assurance systems of the vendor shall generally cover the following:
- An Organization Chart for the whole organization and qualification data for Bidder's key personnel.
 - An organization chart for the quality department.
 - Responsibility, Authority and Accountability of the Quality Department.
 - Design and Engineering control
 - Quality control of incoming material including sub-vendor's selection, Quality control at source and on receipt at works, segregation of rejected material, storage and issue of accepted materials for further processing.
 - Quality Control of process such as welding, heat treatment, non-destructive testing etc.
 - Quality control during manufacture and assembly.
 - Control, segregation and disposal of non-conformances and system for corrective and preventive action.
 - Preservation, packing and despatch control.
 - Handling and analysis of Customer's complaints
 - Calibration and control of instruments and gauges and other testing equipment
 - Quality audit, maintenance of records.
 - Quality control during storage, erection and commissioning.
- 1.3 Quality Assurance systems adopted by the vendor shall be explained by the vendor in the form of a Quality Assurance Manual.

2.0 QUALITY PLAN

- 2.1 The Quality Plan is a document, which presents in a tabular form the Quality control checks exercised by the vendor during the various stages of manufacture and despatch in order to meet the requirements of this specification. This plan details, step by step, the operations, components and characteristics being controlled, method of exercising such controls, the importance (criticality) of the control (critical major or minor) with respect to the functioning of the item the extent to which the controls are exercised (100% samples, one per heat, etc.). Acceptance norms for the characteristics, method of maintaining records thereof as a proof of having exercised the control successfully, the agency responsible for performing and witnessing the checks and for verifying the records thereof.

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The bidders shall furnish the Quality Plan in the format enclosed in Volume-III. In case the Standard Quality plans are included in Volume IIB, the bidder shall furnish his Quality Plan strictly in line with the same. Instructions for filling the Quality Plan format are given on the back of the format.

The Quality Plan shall be discussed and finalized with all bidders before price bid opening. The state(s), where the Customer/Consultant would like to be associated for witnessing/verification would be indicated by the Purchaser in the quality Plan before approval.

Copies of Bidder's/Bidder's Collaborators catalogues/drawings/standards/specifications/procedures etc. as mentioned in reference document column of the Quality Plan shall be furnished for approval.

- 2.2 In the Quality Plan, the bidder shall give in detail, the quality control checks exercised by him during the various stages of manufacture such as:
- a. All bought out items and incoming material checks carried out at sources and on receipt.
 - b. Process of manufacture i.e. welding, heat treatment etc.
 - c. Manufacture of various components, sub-assemblies and assembly.
 - d. Final Inspection and Testing including Performance Test at shop
 - e. Surface preparation and painting
 - f. Packing, Marking and Despatch.

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TITLE	SPECIFICATIONS NO.	REV. No.
WORKMANSHIP, ENGG. REQUIREMENTS AND CODES AND STANDARDS	PES-100-912	03

- Equipment furnished shall be complete in all respects with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, commissioning and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. Terminal Points as clearly defined in the drawings together with the list of inclusions and exclusions in the contract documents shall define the scope of contract.

The vendor shall not be eligible for any extra payment in respect of such mounting, fitting, fixtures and accessories, which are needed as mentioned above but not included in the contract specifications.

- All similar components/parts of similar equipment supplied shall be interchangeable with one another.
- The vendor shall ensure that the requirements of the latest editions of codes/standards specified and the applicable statutory regulations are satisfied in all respects. Other Internationally acceptable standards which ensure equipment or higher performance shall also be accepted. In case of conflict between such codes/standards and the specifications, the later shall govern. Interpretation of BHEL in such matters shall be final and binding.
- Material shall be of best Quality. Workmanship shall comply with the requirements of the Tender in all respects and shall be to the entire satisfaction of the Purchaser. The offer shall be deemed to be in full agreement with the specification given in the tender schedule and no claim on account of non-examination or in-efficient examination of the specification will be considered.
- All materials used in the manufacture of the equipment shall be selected from the best available for the purpose considering strength, durability, and best engineering practices. Liberal factors of safety shall be used throughout the design and specially in the design of all parts subject to alternating stress or shocks.

All the work shall be performed and completed as per the best modern practices in the manufacture of high-grade equipment, notwithstanding any omission in the specification.

- 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 ordinarily be allowed. Such castings are liable to be rejected. However, the vendor may rectify minor casting defects by welding or other methods in accordance with the standard manufacturing practices, provided such rectification shall not effect the efficient working of plant/equipment and prior approval of BHEL shall be obtained for the same.
- The guaranteed performance figures of equipment/systems are stipulated in Volume-IIB. In case these are not stipulated in Volume-IIB, the bidder shall furnish the same, which shall be mutually agreed upon with the successful bidder.
- The vendor shall be responsible for the accuracy of all engineering data/document furnished to BHEL as well as selection and design of the appropriate equipment to meet the required duties specified.

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The review and/or approval of BHEL in respect of the above, shall not be construed by the Vendor as limiting any of his responsibilities and obligations under the contract.

9. Within one (1) month from the date of issue of letter of intent, the Vendor shall provide one (1) copy of all the codes and standard applicable for this contract at no extra cost to the purchaser as agreed mutually.
10. All approved documents shall form part of the contract documents. All works shall be performed in strict conformity with the same.
11. Equipment shall be provided with eyebolts etc. for mounting any lifting devices and shall also be suitably stiffened at all lacking locations, wherever applicable.
12. As and when required vendor shall attend co-ordination meetings at his own cost.
13. Drawing shall include all installation and detailed piping drawings. All piping of 80 mm and larger size shall be routed in detail and smaller pipes shall be shown schematically or by isometric drawings.
14. Noise Level: The equivalent “A” weighted sound level measures at a distance 1.5 m above floor level in elevation and 1 M horizontally from the base of any equipment furnished under specification expressed in decibel to a reference of 0.0002 micro bar shall not exceed 85 dbA, unless otherwise specified in Volume IIB.
15. Protective Guards – Suitable guards shall be provided for protection of personnel on all exposed rotating and/or moving machine parts. All such guards shall be designed for easy installation and removal for maintenance purpose.
16. Responsibility for the quality of sub-vendor items/components shall be of the vendor on whom the order is placed for the package.
17. Platforms/Ladders – Suitable platforms/ladders shall be provided for ease of accessibility to equipment for operation and maintenance purposes.
18. Statutory and Regulatory Requirements. The Vendor shall ensure compliance to statutory and regulatory requirements as applicable.

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TITLE	SPECIFICATIONS NO.	REV. No.
SHOP INSPECTION & TESTS	PES-100-913	03

1. The bidder shall abide fully by all the clauses of Shop Inspection and Tests covered in Technical Specification Volume-IIB. The Purchaser reserves the right to consider any stage of inspection/test as a “Hold Point”, beyond which work shall not proceed without acceptance of that stage.
2. Bidder shall indicate in the Quality Plan, the “Performance Test(s) at Shop” which is normally carried out by him. If any performance test(s) at shop are stipulated in Technical Specification Volume-IIB the same shall also be carried out by the Vendor to ensure compliance with the performance characteristics specified.
3. Items covered under this contract shall be subjected to Inspection/Testing and Quality Surveillance. The Inspection Agency shall at reasonable times, have access to vendor’s Works, Quality Control records. All reasonable facilities required for carrying out the inspection and Testing efficiently, shall be provided by the Vendor, free of cost. The method of inspection shall be agreed upon in the Approved “QUALITY PLAN” which shall form part of the Contract. Wherever possible, Standard Quality Plan, by way of minimum requirements, are included in the bid specification as a guideline.
4. The minimum Inspection/Testing requirements shall conform to relevant Codes/Standards as well as Statutory Regulations applicable, whether or not specifically mentioned in the specification, in addition to those normally carried out by the Vendor.
5. Unless the Inspection/Test is waived, the Inspection Agency shall attend the Inspection/Test within fifteen (15) days of the date of receipt of written notice (PEM-6046 Inspection Request) from the Vendor, failing which the Vendor may proceed with the Inspection/Test and shall forward duly certified copies of the Inspection/Test Reports. After successful completion of the Inspection/Test or receipt of Vendor’s Test reports mentioned above, the Inspection Agency shall issue within fifteen (15) days, the Acceptance Certificates.

Wherever Customer/Consultant “Hold Points” are indicated in the approved Quality Plan(s) and additional ten (10) days notice shall be given for Inspection/Testing.

6. Before sending written notice to the Inspection Agency, the Vendor’s own Inspection Staff should have fully inspected/tested the item. If the visit of the Inspection Agency proves to be futile on account of the item not being ready for Inspection/Testing or the same being rejected to reasons which could otherwise, have been detected during Vendor’s own Inspection/Test, the cost incurred by Inspection Agency on such visits shall be borne by the Vendor.
7. Approval or passing of Inspection/Test and thereby issue of the acceptance Certificates or waive of Inspection by the Inspection Agency shall not relieve the Vendor of his responsibilities and obligations under the contract and also shall not bind the Purchaser to accept the item should it, on further tests after receipt at destination, erection/commissioning be found not complying with the Contract.
8. All necessary documents such as mill test reports, test certificates, test curves, stress relieving charts, radio graphic films and other non-destructive tests, copies of the welding procedure, welder qualification certificates and other documents in support of adherence to Quality Plan shall be furnished to the Inspection Agency. The Quality Assurance

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Document consisting of certified copies of all of the above compiled sequentially by the Vendor shall be sent to the Purchaser prior to despatch.

9. The Inspection Schedule (PEM-6030 in Volume-III) shall be submitted by the Vendor after receipt of LOI.
10. The Vendor shall procure raw material/components/sub-assemblies only from approved sub-vendors with adequate manufacturing and testing facilities. In case of procurement from Sole Selling Agents/Authorised Dealers, supporting correlated test certificates of manufacture shall be furnished. In the absence of (such certificates, tests as per the governing specifications shall be arranged in independent test house/laboratory approved by Purchaser.
11. The Vendor shall provide test pieces as required by Inspection Agency to enable him to determine the Quality of Material supplied under the Contract. If any test piece fails to comply with the requirements the Inspection Agency may reject the whole material represented by the test piece.
12. In the vent of inspection revealing poor quality of goods, purchaser shall be at liberty to specify additional Inspection/Test, required to ascertain Vendor's compliance with the equipment specification. In the event of rejection by Purchaser or Vendor, salvage of materials is to be attempted by the Vendor only after getting specific concurrence from the Inspection Agency and this shall be according to the approved procedures.
13. All welding shall be carried out in accordance with applicable codes or approved equal. Welding procedure and Welder's Qualification shall be got approved, if specified in Technical Specification Volume-II B. Welding consumables used shall be approved by the Inspection Agency.

Approved methods of radiographic, ultrasonic or other non-destructive testing as applicable shall be used for the welding of critical components/assembly.
14. If considered necessary by the Inspection Agency, multiple assemblies shall be fully erected and tested at the Vendors work prior to packing and despatch to Site.
15. For all items, "Type Test Certificates" as per governing specification shall be furnished. In the absence of the same, such type tests shall be arranged at Vendor's works in the presence of the Inspection Agency or in independent Test house/laboratory approved by Purchaser.
16. None of the item shall be despatched without the receipt of "Quality Surveillance Note" (QS Note) from the Inspection Agency as well as the written approval in the form of Material Despatch Clearance Certificate (MDCC) unless specifically agreed.

The affixing of Inspection Stamp on the item by the Inspection Agency is for the purpose of identification only and shall not be considered as a token of acceptance.
17. The above conditions are equally applicable to the agency on whom the Vendor has sub ordered as it shall be construed as if the works are manufactured or assembled at Vendor's own premises of works.

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TITLE	SPECIFICATIONS NO.	REV. No.
RATING AND NAME PLATES	PES-100-914	03

- Each item of the Plant/Equipment shall be provided with a Name Plate or Label designating the service of the particular equipment as well as a Rating Plate displaying manufacturer's name, equipment, ratings, type, model number, tag number etc.
- Rating/Name Plates shall be of non-corrodible material preferably chromium plated steel. The inscriptions shall be engraved in black or as otherwise specified in Section C/D.
- In case of indoor equipment like circuit breakers, starters, etc, the Rating/Name Plate shall be of plastic material with suitably coloured lettering engraved on the back.
- The Rating/Name Plate shall be of adequate size ensuring clarity of inscriptions. The size, shape and the inscriptions shall be approved by the Engineer/Purchaser.
- The Rating/Name Plate shall be screwed to the equipment in a conspicuous position.
- All such Rating/Name Plates, Instruction Plates, lubrication charts etc. shall be in English if specified.

Alternatively two separate plates, one with Hindi and the other with English inscriptions may be provided.

In case Name Plates are required in any other language other than English, the same shall be specified and Vendor shall make arrangement for supplying these at no extra cost.

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TITLE	SPECIFICATIONS NO.	REV. No.
PACKING AND MARKING INSTRUCTIONS	PES-100-915	03

1.0 **GENERAL**

- 1.1 All Equipment/Material shall be protected for ocean shipment (wherever applicable), inland transport, outdoor storage during transit, carriage at the site, strictly according to the instructions given in this specification as well as the Vendor's Packing and Marking Procedure" and delivery as approved by BHEL or conforms to the specified requirements.
- 1.2 The Vendor shall be responsible for any loss or damage or deterioration to Equipment/Material, during transit, handling and storage due to inadequate and improper packing. Moreover, any material found short inside the intact packing cases and/or damaged shall be supplied by the Vendor at no extra cost.
- 1.3 The Vendor shall be responsible for ascertaining the "Transport Limitation" for large and bulky items and also for supplying Equipment/Components within the framework of the "Transport Limitations". If any transport limitations are known to the Purchaser, the same is specified under Section-C of Volume-IIB.
- 1.4 The Inspection Agency may require inspection of the packing material and/or packages prior to despatch. However, approval of the same shall in no way exonerate the Vendor from any loss or damage due to faulty packing.
- 1.5 All packing covers, packing materials shall become the property of the Purchaser.
- 1.6 All cases shall be provided with suitable cutouts, closed by bolted wooden blanks to facilitate inspection by customs authorities, wherever applicable. Waterproof transparent papers shall be provided at the cutout locations to prevent water ingress into the casing through the cutout.
- 1.7 For any specific packing and marking instructions applicable for the project/equipment refer to Section-C/Section-D of Volume-IIB. This shall be considered by the Vendor while preparing the "Packing and Marking Procedure".

2.0 **PACKING/MARKING**

General packing and marking instructions are given below. The vendor shall consider the same while preparing the "Packing and Marking Procedure" which is to be submitted for approval.

2.1 **PACKING**

- 2.1.1 All Equipment/Material shall be suitably packing and protected for the entire period of despatch, storage and erection against impact, abrasions, corrosion, incidental damage due to vermin, sunlight, high temperature, rain, moisture, humidity, dust, sea-water spray (Wherever applicable) as well as rough handling and delays in transit and storage in open.
- 2.1.2 Packages shall be constructed out of sound material and of dimensions proportional to the size and weight of contents.
- 2.1.3 In case dust and water proof of packing is specified in Section-C/D of Volume-IIB, then the planks of the cases shall be provided with tongue and groove joints of lap joints so that they provide a dust and water proof joint. The joints shall be so positioned as to make entry of water through it difficult. Otherwise, the cases shall be constructed with butted boards/planks with the gap in between being as small as possible but not exceeding 3 mm.

Breather holes suitably blanked off with small gauge, perforated zinc-coated metal piece shall be used for dust and waterproof packing.

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- 2.1.4 Adequate battens of suitable sizes shall be provided at appropriate places to prevent the movement of fragile Equipment/Component inside the casing. Special care shall be taken to provide soft non-hygroscopic packing materials between the hard packing materials and the fragile equipment.
- 2.1.5 The contents of the packets, shall be entirely covered and sealed in thick polythene sheets not less than 100 microns thick. All the inside walls of the packages shall be lined with waterproof paper to protect the equipment from damage due to dust and moisture.
- 2.1.6 Silica-gel or approved moisture absorbing material in small cotton bags shall be placed and tied at various points on the equipment, wherever necessary.
- 2.1.7 All machined and plated parts shall be protected with anti rust grease.
- 2.1.8 Precautions shall be taken to protect shafts and journals where they rest on wooden or other supports likely to contain moisture. At such points, wrappings impregnated with anti-rust composition or vapour phase inhibitors shall be used. These shall have sufficient strength to resist check and indentation due to the movement which is likely to occur in transit. The protective wrappings and impregnation shall last for a minimum period of three months.
- 2.1.9 Bundled material shall be strapped rigidly with steel band over the protective covering.
- 2.1.10 Adequate provision of skids or pallets shall be made to keep the packages above the collating drainage. Crates and other large containers shall have drain holes in the bottom to prevent collection of water within the packing. This is especially important where the cargo itself is subject to condensation (cargo sweat).
- 2.1.11 Components containing glass shall be carefully covered with shock absorbing protective material such as expanded polystyrene (Thermo Cole).

Components requiring shock proof packing shall be provided with suitable cushion such as foam rubber, wood wool etc. Straw and hay shall not be used as cushioning material under any circumstances.

- 2.1.12 Exposed threaded portions shall have metallic/non-metallic protective covering.
- 2.1.13 All flanges etc. which are prone to scratching shall be provided with either metal or wooden caps bolted in place. Metal caps should have a minimum thickness of 3 mm and wooden caps should be made from two layers of wood, each of 10 mm thickness, nailed together with the grain of each layer located at right angles to the other.
- 2.1.14 All openings in the equipment shall be tightly covered plugged or capped to prevent foreign material from entering.
- 2.1.15 Loose material e.g. bolts, nuts etc. shall be packed in gunny bags and sealed in polythene bags with proper tagging. Small parts, components, spares, accessories etc. shall be packed in suitable inner containers such as paper bags, Hessian bags (with or without water proof lining), cartons, tins etc. and then packed in to the case.
- 2.1.16 Wherever necessary, to facilitate insertion of sling and handling by fork lift, trucks, two or three bottom battens of at least 50 mm thickness shall be provided at appropriate locations.
- 2.1.17 Wherever necessary, retaining plates (for strengthening the corners) and aligning protection brackets (for protecting the wood from sling) of mild steel of at least 1 mm thickness shall be provided at appropriate places on the cases.
- 2.1.18 No packing shall be less than one cubic meter in volume. Smaller packages shall be clubbed together and placed in a larger case of not less than one cubic meter in volume.
- 2.1.19 The supplier shall control packing, packaging and marking processes (including materials used) to the extent necessary to ensure conformance to specified requirements.
- 2.1.20 The supplier shall arrange for the protection of the quality of product after final inspection and test. Where contractually specified, this protection shall be extended to include delivery to destination.
- 2.2 Where Purchase Order for spares is placed separately, separate packing/marking (not with main equipment) shall be done in the similar manner as of main equipment.

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2.3 Packing List containing item description and quality.

- 2.3.1 Each package shall contain a packing list in a water proof envelope. This shall be nailed to one of the inner sides of the case.
- 2.3.2 A packing list, placed inside a water proof envelope shall be kept inside a thin metallic pocket screwed to the outside of the case at appropriate place.
- 2.3.3 All items of material shall be clearly marked for easy identification against the packing list.
- 2.3.4 Copies of the packing list shall be distributed by the Vendor prior to despatch as per agreed distribution procedure.

2.4 Marking

- 2.4.1 Each package shall have following details marked on at least three sides.
 - a) Project Title, Contract Number and Destination Address
 - b) Package dimensions and Net/Gross Weights
 - c) Signs showing “Side-up”, slinging and sling position. “Fragile” in case of delicate equipment.
 - d) Any handling and unpacking instructions, if considered necessary.
 - e) Identification Mark relating to the appropriate shipping documents.
- 2.4.2 Marking shall be clear, legible and durable in uniform “BLOCK LETTERS”.
- 2.4.3 In case of spare parts, each spare parts shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.
- 2.4.4 Any other specific marking, instructions as mentioned in Section-C of Volume-IIB.

2.5 Erection Marks

All equipment comprising multipart assemblies e.g. steel frame works, piping etc. shall be marked with identifying numbers and/or letters corresponding to those of the approved drawing or material lists. These erection marks shall be clearly readable.

3.0 FOR ELECTRICAL EQUIPMENT ONLY

- 3.1 Cables shall be supplied in non-returnable drums, adequately braced and with cable ends adequately sealed to prevent ingress of moisture.
- 3.2 Batteries shall be supplied dry, in uncharged condition. Appropriate quantity of the acid of the correct specific gravity shall be shipped separately in porcelain jars, packed in steel wire baskets.
- 3.3 Switchgear cubicles shall be packed and shipped in separate convenient sections with coupler plates and associate hardware Circuit breakers, which are of withdraw able type shall be packed and shipped separately. All relays and instruments shall be packed and shipped separately with their operating mechanisms temporarily arrested from movement for transport purposes.
- 3.4 Transformers rated 2000 KVA and less shall be shipped with oil. Transformers rated more than 2000 KVA shall be shipped without oil but with the tank filled with nitrogen or equivalent inert gas. A gas cylinder with suitable reducer connection and pressure gauge shall be supplied. These accessories shall become the property of the purchaser. The required quantity of oil shall be supplied separately in non-returnable drums.

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TITLE	SPECIFICATIONS NO.	REV. No.
GENERAL INSTRUCTIONS FOR DESPATCH	PES-100-916	03

1. No equipment/material shall be despatched without prior consent of Purchaser (BHEL). Vendor shall despatch the equipment/material only after receipt of “Quality Surveillance Note” and Material Despatch Clearance Certificate (MDCC) issued by the Purchaser.
2. Vendor shall notify in writing to site at least within fifteen (15) days in advance of shipment, the probable date, when the equipment/material shall be ready for despatch.
3. Before shipment is made, the Vendor shall notify the purchase and the site the following at least seven (7) days in advance by foreign vendor and three (3) days in advance by Indian Vendor.
 - a) CIF-Value of consignment
 - b) Name of Ship/Train/Truck
 - c) Name of Shipping/Transport Agency
 - d) Probable date of despatch from his works/Probable date of departure of the ship
 - e) Expected date of arrival at site/port of destination
 - f) Weight, size and contents of each packing
 - g) Any other information required by the purchaser
4. Immediately after the shipment is made, necessary shipping/transport documents shall be sent by the vendor in accordance with the instructions of the purchaser. The shipping documents/transport documents shall comprise of the following:
 - a) Bill of lading/Railway Receipt/Lorry Receipt, as applicable
 - b) Freight invoice
 - c) FOB/FOR Invoice
 - d) Packing List (No. of copies as required)
 - e) Certificate of origin
 - f) Letter to Insurers
 - g) Quality Surveillance Note
5. The distribution procedure for the above documents shall be as per the “Despatch Instructions”.

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TITLE	SPECIFICATIONS NO.	REV. No.
OPERATION AND MAINTENANCE MANUALS	PES-100-917	03

1. Operation and Maintenance Manuals shall be specifically compiled for the project by the Vendor. A collection of the Manufacturer's standard leaflets will not be accepted to mean compliance of this section. O&M Manuals shall be written in English language unless otherwise specified and shall be submitted to the Purchaser for approval.
2. Vendor shall submit "Preliminary" O&M Manuals as per agreed date in the Vendor's Drawings/Documents List. The number of copies shall be two (2) unless otherwise mentioned in Section-C/D.
3. If after the commissioning and initial operation of the plant, the O&M Manuals required any major modifications/additions/changes, the same shall be incorporated and the updated final O&M Manual in the form of one (1) reproducible original and Twelve (12) copies (Unless otherwise mentioned in Section-C/D) shall be submitted by the Vendor to the Purchaser. In case of minor modifications/additions/changes affecting only some sections, the required amendments shall be furnished by the Vendor.
4. These manuals shall be properly bound in book form and be of standard size convenient for use and contain all information, description of equipment, diagrams etc. necessary to enable the customer/purchaser to operate and maintain the whole of the works. The scope of Vendor shall not be considered as complete until such O&M Manuals have been supplied to BHEL.
5. The "Preliminary" O&M manual shall be complete and comprehensive and shall include all the necessary documents, approved/corrected drawings, test reports etc.
6. Final O&M Manuals shall include final documents/drawings inclusive of "As Built Drawings" as applicable with changes necessitated during commissioning and subsequent operation of the plant duly incorporated.
7. Any other drawings which require modification as a result of operational experience will at no extra cost be revised by the vendor and reissued.
8. The O&M Manual shall cover each type of equipment in separate sections and shall include the following but not limited to:
 - Index of contents
 - Description of all equipment/sections
 - Full details and drawings of all equipment (Other than shop drawings)
 - Step by step procedures for operation and maintenance and testing of equipment/systems
 - Step by step procedure to dismantle; reassemble and adjust all parts of the equipment during maintenance.
 - List of approved drawings together with performance rating curves of all equipment and test certificates wherever applicable and these reduced to A3/A4 sizes.
 - List of parts (spare part booklet) equipment wise, with procedure for ordering spares.
 - Charts showing lubrication, checking, testing and replacement procedures as required to be carried out daily, weekly, monthly and at longer intervals.
 - Operation/Maintenance checklists.
 - Functional requirements, limits and set values as applicable to equipment/system.
 - Fault location charts – Do's and Don'ts
 - List of recommended spares.

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TITLE	SPECIFICATIONS NO.	REV. No.
FIELD QUALITY PLAN	PES-100-918	03

(Not applicable to supply packages, excepting Clauses 1,2 & 3)

1. Vendor shall furnish “Field Quality Plan” detailing out the specific Quality Control Procedures covering the following activities:
 - a. Packing Marking and Despatch of Material/Equipment.
 - b. Receipt of Materials/Equipment and Handling at site
 - c. Storage and Preservation
 - d. Pre-erection
 - e. Erection
 - f. Pre-commissioning
 - g. Commissioning
 - h. Post-commissioning
2. Relevant Log Sheets to be filled at Site and Check-lists for Erection and Commissioning prepared by Vendor shall be submitted for Purchaser’s approval.
3. Contract will be awarded to Vendor subject to his furnished Field Quality Plan acceptable to the Purchaser.
4. Field Quality Plan shall be submitted in the same proforma as per schedule “Quality Plan” enclosed in Volume-III.
5. The submission schedule for Field Quality Plan, Log Sheets and check-lists shall be finalized in the Vendor Drawing/Document Submission Schedule.
6. All requirements in respect of Erection and commissioning as specified, and as per other statutory regulations, if any, in addition to the practices followed by Vendor, shall be considered while preparing Field Quality Plan and Check-lists.
7. All pre-commissioning/Performance Tests to be performed at Site shall be listed in the Field Quality Plan.
8. Copies of Catalogues/Drawings/Standards/Specifications/Procedures etc, as mentioned in the Field Quality Plan shall be furnished to BHEL.

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TITLE	SPECIFICATIONS NO.	REV. No.
MATERIALS HANDLING PRESERVATION AND STORAGE	PES-100-919	03

(Not applicable for Supply packages)

1. All equipment/materials furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored as per approved procedures and accepted practices by the Vendor. The Vendor shall use designated storage areas or stock rooms to prevent damage or deterioration of product pending movement to site. Vendor shall establish stipulated method for authorizing receipt to and despatch from such areas.

In order to detect deterioration to condition of product in stock, shall be assessed at appropriate intervals. Periodic inspection, maintenance as well as protection from damage and deterioration etc. of the same is Vendor's responsibility until the plant/equipment is commissioned and handed over to the Purchaser.

2. No equipment/material shall be stores directly on the ground/floor. Vendor shall ensure that the identification marks, match marks and tags on the equipment/materials are preserved in good condition.
3. Within thirty (30) days of award of contract, Vendor shall provide required proof that he had arranged necessary insurance coverage against all risks. Vendor shall also assist the Purchaser to lodge insurance claims as and when required. Vendor shall also furnish Indemnity Bond and complete other such formalities as per the instructions of the Purchaser.
4. Tools and Tackles and other handling equipment intended to be used and arranged by the Vendor shall be furnished to the Purchaser for his approval. Dimension and weight of the packages shall be duly considered by the Vendor while finalizing this requirement.
5. Vendor shall be responsible for examining all shipment and notify the purchaser of any damage, shortage, discrepancy, etc. for the purpose of purchaser's information only. However, the Vendor shall be solely responsible for any shortage of damage in transit, handling and/or storage. Vendor shall submit to the "Purchaser" every week a report detailing all the receipts during the week. Any repairs carried out by the Vendor on the equipment/materials stores at site shall be duly notified to the Purchaser.
6. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc., shall be to the account of the Vendor.
7. Vendor shall maintain an accurate and exhaustive record, detailing out the list of all equipment received and keep such record open for inspection of the "Purchaser" at any time.
8. All equipment shall be handled very carefully to prevent damage or loss either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage/deterioration of such equipment at site.
9. All materials stores in the open or dusty location must be covered with suitable weather proof and flameproof covering material wherever applicable.
10. Vendor shall make suitable indoor/air-conditioned storage facilities to store all equipment/material which require indoor/air-conditioned storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumables like electrodes, lubricants, etc. and bolts and nuts shall be stored in the closed storage space and all electronic equipment shall be stored in air-conditioned storage space. The purchaser may direct the Vendor to move materials which in his opinion will require indoor storage and the same shall be compiled with by the Vendor.
11. Adequate drainage and fire protection facilities shall be provided.
12. All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage

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- and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.
13. All the electrical equipment such as motors, generators etc. shall be tested for insulation resistance at least once in three (3) months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Vendor. Such records shall be open for inspection by the Purchaser.
 14. The Vendor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipments are installed.
 15. The consumables and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in Quality.

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TITLE	SPECIFICATIONS NO.	REV. No.
SPARES , FIRST FILL OF CONSUMABLES AND SPECIAL ERECTION & MAINTENANCE TOOLS AND TACKLES	PES-100-920	03

1. SPARES

1.1 ERECTION AND COMMISSIONING SPARES

- 1.1.1 Erection/Commissioning spares are those spares which may be required during erection start up and/or commissioning. These spares are also termed as “Commissioning Spares” or “Start up spares”. Bidder shall be responsible for the completeness of these spares till taking over of the plant/system.
- 1.1.2 The bidder shall list out erection and commissioning spares, as normally required for the equipment/system offered, in the schedule Form No. PEM-6053 duly filled up without the prices as no additional payment shall be made for these spares as they form part of main supply.
- 1.1.3 In case certain erection/commissioning spares are specified in the technical specifications in Section C/D of Volume IIB, the same shall also be included in the above schedule. The bidder, being responsible for completeness shall also offer additional spares, as he considers necessary, in this respect.
- 1.1.4 These spares shall be despatched along with the main equipment.

1.2 MANDATORY SPARES (INITIAL OR ESSENTIAL SPARES)

- 1.2.1 Mandatory Spares are those spares which are considered “Essential” by the purchaser and specified in the technical specifications in Section C/D of Volume IIB. These are also termed as initial or Essential Spares.
- 1.2.2 The bidder shall quote the prices of these spares as well as the additions considered necessary in the schedule (Form No. PEM-6053). Wherever quantity of spares is indicated as ‘set’ or ‘lot’, the same shall be quantified suitably.
- 1.2.3 These spares shall be despatched separately before taking over the equipment/system, by the purchaser.

1.3 RECOMMENDED SPARES (O&M SPARES)

- 1.3.1 Recommended spares are those spares which are normally recommended by the bidder for 2/3/5 years, as applicable, trouble free operation of equipment/system offered. These are also termed as O&M Spares. These spares do not form part of supply of system/equipment and shall be supplied against specific Purchase Order.
- 1.3.2 The offer shall contain a complete spare parts handbook with details and diagrams giving Sl.No., Part No., Drawing/Catalogue No., lead time and life etc.
- 1.3.3 The bidder shall give details of item wise recommended spare parts for 2/3/5 years (unless specified otherwise) trouble free operation, for the particular equipment offered out of the above part hand book in Schedule Form No. PEM-6054 which shall be duly filled and submitted with the offer.
- 1.3.4 Spare part hand book need approval of the purchaser, in the same manner, as the approval for drawings/data sheets. For this purpose no. of copies as specified in Section-C, shall be furnished by the Vendor within three (3) months of award of contract or as mutually agreed.
After approval, the vendor shall submit no. of copies as specified in Section-C, of recommended spares handbook after six (6) months of award of contract or final release of payment, whichever is earlier or as mutually agreed upon.

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2.0 **FIRST FILL OF CONSUMABLES**

All the first fill of Consumables such as Oil, Lubricant, graph papers/plotting pen/ink for recorders, chemicals etc. for satisfactory, operation of the equipment/system offered shall be Vendor's responsibility unless specially excluded. No. additional payment shall be made in respect of above as they form part of main supply, the Vendor shall furnish the specification of all such Consumables for approval.

3.0 **SPECIAL ERECTION & MAINTENANCE TOOLS & TACKLES**

3.1 **SPECIAL ERECTION TOOLS & TACKLES**

- 3.1.1 The bidder shall list out in the schedule PEM-6055 the description, Quality and the price for any special erection tools & tackles required to erect the equipment offered. No additional payment shall be made for the same if the scope of contract includes erection.

3.2 **SPECIAL MAINTENANCE TOOLS & TACKLES**

- 3.2.1 The bidder shall list out all the tools, tackles, appliances, lifting devices etc. for effective maintenance and servicing of plant/equipment in the schedule, PEM – 6055
- 3.2.2 Maintenance Tools & Tackles, if specified in Technical Specification in Section C/D of Vol. II B, shall also be included by the bidder in the above schedule. The bidder shall identify these items with an asterisk mark (*).
- 3.2.3 The Special maintenance tools and tackles shall be handed over to the Purchaser at the time of "Taking Over", duly packed in MS Boxes. Large heavy boxes shall be supplied on suitable rubber typed wheels.
- 4.0 The Schedules PEM-6053 & PEM-6054 shall be duly filled up by the bidder and the same will be submitted with the bid in Duplicate i.e.
- i. Without price to be furnished along with schedules of the Technical bid.
 - ii. With unit prices duly filled up to be furnished along with schedules of the price bid.
5. The bidder shall indicate the prices of each and every item listed schedules of Price bid, otherwise the cost of all the unquoted items (i.e. items listed without unit price indicated shall be deemed to be included in the contract price)
6. The Purchaser reserves the right to buy any or all the items and effect price adjustments on the basis of unit prices quoted by the bidder in the above schedules. All the items supplied shall be new and unused.

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TITLE	SPECIFICATIONS NO.	REV. No.
PRE-COMMISSIONING, TRIAL OPERATION PERFORMANCE TESTS AT SITE AND TAKING OVER	PES-100-921	03

(Not applicable for Supply packages excepting Clause 14)

1 START UP/PRECOMMISSIONING

- 1.1 On completion of erection of equipment and before start-up/precommissioning, each items of the equipment shall be thoroughly cleaned and then inspected jointly by the purchaser and the vendor for correctness and completeness of installation and acceptability for start up leading to precommissioning trials and initial operation of the equipment. The list of precommissioning tests to be performed shall be mutually agreed and included in the Field Quality Plan which shall be approved by BHEL.
- 1.2 Vendor shall be responsible for carrying out all the precommissioning tests as well as cleaning/inspection operations prior to precommissioning.
- 1.3 After the precommissioning tests are satisfactorily over the complete equipment shall be considered ready for initial operation. During initial operation, the complete equipment shall be operated integral with sub-system and supporting equipment as a complete plant.
- 1.4 The precommissioning tests, if any, to be performed for the equipment shall be mentioned in the O&M manual.

2.0 TRIAL OPERATION

- 2.1 After satisfactory initial operation, the plant shall then but put on trial operation. During period of Trial Operation all the necessary adjustment shall be made by the vendor trial operating over the full load range the plant to be made ready for Performance and Guarantee Tests.

Duration of Trial operation of the complete Plant/equipment shall be fourteen (14) days out of which at least seventy two (72) hours or any other duration as agreed upon between the purchaser and the vendor, shall be on continuous operation on a maximum load made available at Site by Engineer. The trial operation shall be considered successful, provided that each items of the plant/equipment can be operated continuously at the specified characteristics for the period of trial operation.

- 2.2 For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation, shall not affect the total duration of the trial operation. However, for longer interruption, the engineer may extend the trial operation for the period of interruption.
- 2.3 A trial operation report comprising of observations and recording of various parameters to be measured in respect of the above trial operation shall be prepared by the Vendor. This report be sides recording the details of various observations during the trial run shall also include the dates of start and finish of the trial operation and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruption occurred, adjustment made and any minor repairs done during the trial operation. Based on the observations necessary modification/repairs to the plant/equipment shall be carried out by the vendor to the full satisfaction of the purchaser to enable the later to accord permission to carry out performance and Guarantee Tests on the plant/equipment. However, minor defects which do not endanger the stage operation of the plant/equipment shall not be considered as reasons for withholding aforesaid permission.

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3.0 **PERFORMANCE TESTS AT SITES**

- 3.1 The final tests as to the performance shall be conducted at site by the vendor to the satisfaction of purchaser. Such tests shall be commenced after the plant/equipment has attained stable operation at the end of trial operation. The date of commencement of performance tests shall be within a period of forty five (45) days of completion of trial operation or as may be mutually agreed upon.
- 3.2 These test shall be binding on both the parties of the contract to determine compliance of the equipment/system with performance guarantees.
- 3.3 The tests shall be conducted at the specified load points and as near the specified conditions as practicable. The purchaser/vendor will apply proper corrections in calculations, to take into account of conditions which do not correspond to the specified conditions.
- 3.4 All test instrumentation as required for the Performance & Efficiency test as well as for pre-commissioning tests shall be arranged by the vendor. Instrumentation which are not included in Vendors, scope of supply shall however be returned to him after successful completion of the tests. Calibration and installation of these test instrumentation and the labour required for the successful performance of these trials shall be vendor's responsibility. All test instrumentation shall be in accordance with the applicable code.

All test instruments and calibration procedure shall be duly approved by the purchaser. Batch calibration shall not be accepted.

- 3.5 Any special equipment, tools and tackles required for the successful completion of the performance tests shall be provided by the vendor, free of cost.
- 3.6 The guaranteed performance figures of the equipment shall be proved by the vendor during these performance tests as per the guaranteed figures agreed with the vendor in the Schedule PEM-6028 "Schedule of Performance Guarantees" should the results of these tests show any deficiency from guaranteed values, the vendor shall modify the equipment as required to enable it to meet the guarantees. In such cases, the performance tests shall be repeated within one month from the date the equipment is ready for tests and all costs of modifications including labour, material and the cost of additional testing to prove that equipment meets the guarantees, shall be borne by the vendor.
- 3.7 The specific tests to be conducted on equipment have been brought out in section C/D of the specification.
- 3.8 Performance tests shall make allowance for instrumentation errors as may be decide by the purchaser. The provisions outlined in the ASME performance test code or other International and Indian approved equivalents shall generally be used as a guide for all the above tests procedure unless otherwise specified in Section C/D of the specification.
- 3.9 Liquidated damages for not meeting performance guarantees shall be assessed and recovered from the Vendor, if applicable, as detailed in Volume-I of the specification.
- 3.10 The details of all measuring/recording meters, test instrumentation such as class of accuracy, make etc. shall be covered in the trial operation/performance test reports.

4.0 **TAKING OVER**

- 4.1 Upon successful completion of all the performance tests at site, the purchaser shall issue to the vendor a "Taking over Certificate" as a proof of the final acceptance of the equipment/system/area wise as per the contract. Such certificate shall not unreasonably by withheld nor will the purchaser delay issuance thereof, on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the vendor of any of his obligations which otherwise survive by the terms and conditions of the contract after issuance of such certificate.

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TITLE	SPECIFICATIONS NO.	REV. No.
TRAINING OF OWNER'S/ PURCHASER'S PERSONNEL	PES-100-922	03

(Applicable only when the scope includes Training as mentioned in Section-C of Volume IIB)

1. The vendor shall undertake to train free of cost, engineering personnel selected and sent by the Owner/Purchaser at the works of the Vendor. The period and the nature of training for the individual personnel shall be agreed upon mutually between the vendor and the Purchaser. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or in their collaborators' works and where possible, in any other Plant where equipment manufactured by the Vendor or his collaborator is under installation or test, to enable those personnel to become familiar with the equipment being furnished by the Vendor. The training may also extend to the design offices of the Vendor or his collaborator.
2. All traveling and living expenses for the engineering personnel to be trained during the total period of training shall be borne by the owner/purchaser as the case may be. The vendor will, however, arrange for necessary accommodation and other facilities, at charge, at the site of the training. These engineering personnel while undergoing training shall be responsible to the vendor for discipline.
3. In the event of the owner/purchaser, for any reasons, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.
4. Owner/purchaser's engineers shall be involved during erection commissioning and performance testing etc. for training purposes.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

9.0	OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME : BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.
9.1	HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL. HSE requirements in brief, are given below :-
9.1.1	Contractor will nominate one of their qualified and experienced employees as Safety Officer, who will be responsible for all HSE related issues of contractors work area. Safety Officer will have authority to stop any activity, in case he observes that the activity is not being carried out in safe manner. He will conduct surprise inspection as well as periodic inspection/drill (at least once in a month) and submit such reports to BHEL. He will conduct periodic meetings with supervisors of different working groups and explain HSE issues and use of PPEs to them. Reports of such meetings will be submitted to BHEL. Contractor will develop suitable work procedures based upon HSE guidelines and OCPs and implement it. Such work procedures will consist of Area of work, T&P Details, Work Procedure, PPE requirements etc. Contractor should highlight the requirement of safety to staff and labour through daily tool box meeting before start of the days job
9.1.2	The contractor shall ensure that proper job specific health check-up is done by medical professional for their employees during initial mobilization and thereafter if there is any change of job.
9.1.3	Following personnel protective equipments (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured :- - HELMET - SAFETY GOGGLES & WELDING FACE SHIELDS - SAFETY BELTS AND PROTECTIVE NET FOR WORKING AT HEIGHT - SAFETY SHOES - EAR PLUG - ANY OTHER SAFETY EQUIPMENT REQUIRED FOR SAFE COMPLETION OF THE WORK

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

9.1.4	Providing appropriate First Aid facilities for prompt treatment of injuries and illness at work place. Arranging training to contractor workmen/ employees for giving first aid.
9.1.5	Arranging ambulance in case of any emergency situation .
9.1.6	Identification of nearest hospital and health check-up of workmen/employees
9.1.7	Providing filtered drinking water at work place in cool container.
9.1.8	Providing Canteen, Rest Room, Washing facilities to the contracted employees as per provisions of Contract Labour Regulation Act 1970 (Chapter V).
9.1.9	Providing appropriate fire fighting equipment at designated work place and nominate a fire officer/warden adequately trained for his job.
9.1.10	Identification of nearest fire station and display contact telephone nos. / person's name around work places for cases of emergencies .
9.1.11	Providing adequate no. of 24 V sources and ensure that no hand lamps are operating at voltage level above 24 Volts.
9.1.12	Fulfilling safety requirements at all power tapping points.
9.1.13	Red & White caution tape of proper width(1.5 to 2 inch) to be used for cordoning unsafe area such as open trench, excavation area etc.
9.1.14	Providing contractors company logo on cloths /uniform/ proper identity cards with photographs, for correct identification of people working at project site .
9.1.15	High/ Low pressure welders to be identified with separate colour clothings. No welders will be deployed without passing appropriate tests and holding valid welding certificates. Approved welding procedure should be displayed at work place.
9.1.16	Displaying safe handling procedures for all chemicals such as lube oil, acid, alkali, sealing compounds etc , at work place .
9.1.17	All scaffolding/ platforms should be made from materials of appropriate quality/grade so that these are safe for use. It should be certified/declared safe for use by an experienced contractor person, before any scaffolding/platform is used.
9.1.18	All T&Ps/ MMEs should be of reputed brand/appropriate quality & must have valid test/calibration certificates bearing endorsement from competent authority of BHEL.
9.1.19	Ensure that the regulatory requirement of excessive weight limit (to carry/lift/ move weights beyond prescribed limits) for male and female workers are complied with.
9.1.20	Safety slogan, Safety/ Caution boards , wherever required to be displayed in consultation with BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

9.1.21	Take suitable measures for waste management and environment related laws/legislation as a part of normal construction activities. Compliance with the legal requirements on storage/ disposal of paint drums (including the empty ones), Lubricant containers, Chemical Containers, and transportation and storage of hazardous chemicals will be strictly maintained. Ensure proper cleanliness of work place, housekeeping and waste management (including proper waste disposal) on daily basis.
9.1.22	It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social upliftment, conversion of packing woods to school furniture, keeping good relation with local populace etc.
9.1.23	The contractor shall carry out periodic air and water quality check and illumination level checking in his area of work place and take suitable control measure.
9.1.24	The Contractor is required to provide proper safety net systems where ever the hazard of fall from height is present as per instruction of BHEL Engineer. The safety nets shall be fire resistant, duly tested and shall be of ISI Mark and the nets shall be located as per site requirements to arrest or to reduce the consequences of a possible fall of persons working at different heights.
9.1.25	All applicable OCPs (Operational control procedures) will be followed by contractor as per BHEL instructions. This will be done as part of normal scope of work. List of such OCPs is given below . In case any other OCP is found to be applicable during the execution of work at site, then contractor will follow this as well, within quoted rate. These OCPs (applicable ones) will be made available to contractor during work execution at site. However for reference purpose, these are kept with Safety Officer of BHEL at the Power Sector Regional HQ, or available in downloadable format in the website, which may be refereed by contractor, if they so desire. ■ OCP for safe handling of chemicals ■ OCP for Electrical safety ■ OCP for energy conservation ■ OCP for safe welding and gas cutting operation ■ OCP for fire safety ■ OCP for safety in use of hand tools ■ OCP for first aid ■ OCP for food safety at canteen ■ OCP for safety in use of cranes ■ OCP for storage and handing of gas cylinders

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

■	OCP for manual arc welding
■	OCP for safe use of helmets
■	OCP for good house keeping
■	OCP for working at height
■	OCP for safe excavation
■	OCP for safe filling of Hydrogen in cylinder
■	OCP for illumination
■	OCP for handling and erection of heavy metals
■	OCP for safe acid cleaning
■	OCP for safe alkali boil out
■	OCP for safe oil flushing
■	OCP for steam blowing
■	OCP for safe working in confined area
■	OCP for safe operation of passenger lift, material hoists & cages
■	OCP for Vehicle maintenance
■	OCP for safe radiography
■	OCP for waste disposal
■	OCP for working at night
■	OCP for blasting
■	OCP for DG Set
■	OCP for handling & storage of mineral wool
■	OCP for drilling, reaming and grinding(machining) etc.
■	OCP for hydraulic test
■	OCP for spray insulation
■	OCP for trial run of rotary equipment
■	OCP for stress relieving
■	OCP for material preservation
■	OCP for cable laying/tray work
■	OCP for electrical maintenance
■	OCP for transformer charging
■	OCP for safe handling of battery system
■	OCP for computer operation
■	OCP for storage in open yard
■	OCP for sanitary maintenance
■	OCP for batching
■	OCP for piling rig operation
■	OCP for gas distribution test

SPECIAL CONDITIONS OF CONTRACT (SCC)

Chapter-IX:HSE & OHSAS

	■ OCP for cleaning of hotwell / deaerator ■ OCP for electro-resistance heating ■ OCP for compressor operation ■ OCP for O&M of control of AC plant & system ■ OCP for air compressor ■ OCP for passivation ■ OCP for Safe EDTA Cleaning ■ OCP for Safe Chemical cleaning of Pre boiler system ■ OCP for Safe Boiler Light up ■ OCP for Safe Rolling and Synchronisation ■ OCP for Safe Loading of Unit
9.2	SAFETY AND CLEANLINESS : The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of BHEL or its authorised officials (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a "Safety Plan" to the above authorised BHEL official and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.
9.3	If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
9.4	During the course of construction, alternation or repairs, scrap with protruding nail, sharp edge etc and all other debris shall be kept clean from working areas, passage, ways and stairs in and around site.
9.5	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with the Engineer and to be cordoned off.

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9.6	Rigging equipment for materials handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment will be removed from service.
9.7	Rigging equipment shall not be loaded in excess of its recommended safe working load. Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
9.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition will be entertained.
9.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture & explosives, the contractor shall be responsible for carrying out such provision / storage in accordance with the rules & regulations laid down in the relevant petroleum act, explosive act and petroleum and carbide of calcium manual, published by the chief inspector of explosives of India. All such storage shall have prior approval if necessary from the chief inspector of explosives or any other statutory authority. The contractor shall be responsible for obtaining the same.
9.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dragged, struck or permitted to strike each other violently.
9.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.
9.12	All workmen of the contractor working on construction area shall wear safety shoes, hand gloves, safety helmets and safety belt as applicable. The contractor shall provide to its workforce and ensure the use of following personnel protective equipment as found necessary and as directed by BHEL.
9.12.1	Safety Helmets conforming to IS-2965 : 1984
9.12.2	Safety Belts conforming to IS-3521:1983

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9.12.3	Safety Shoes conforming to IS-1989 : 1978
9.12.4	Eye and face protection devices conforming to IS – 8620 : 1977 & IS – 8950 : 1978.
9.12.5	Hand and body protection devices conforming to IS – 2575 : 1975 and IS – 6994 : 1973, IS – 8907 : 1970 & 8619 : 1977
9.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Other wise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction site due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and contractor shall adhere to all safety precaution given by the Engineer at site.
9.14	The contractor shall arrange at his cost adequate lighting facilities e.g. flood lighting, hand lamps, area lighting etc. at various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
9.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
9.16	The contractor shall provide temporary fencing wherever required as a safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.

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9.17	Contractor shall ensure safety of all the workmen, material and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by BHEL without exception.
9.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precaution to avoid any accident and damage to other equipment and personnel. All requisite tests and inspection of handling equipment, tools & tackle shall be periodically done by the contractor. Defective equipment shall be removed from service. Any equipment shall not be loaded in excess of its recommended safe working load.
9.19	The contractor shall provide necessary first aid facilities for all his employees, representatives and workmen at site and BHEL shall have no obligation in this regard. The first aid boxes should be placed at various elevations so as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first –aid classes to keep his supervisor and Engineers properly trained for attending to any emergency.
9.20	All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire protection systems. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate his supervisor to coordinate and implement the safety measures.
9.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, temporary structure in labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be certified at periodic intervals. The date of changing should be marked on the Cylinders. All other fire safety measures as laid down in the “codes for fire safety at construction site” issued by safety coordinator of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring either to his materials or equipment or those of others.
9.22	The contractor shall at his cost, remove from vicinity of work at least once each day all combustible waste, scrap, panting materials, rubbish, unused or other materials and deposit them in places specified by BHEL to keep the work site clear and tidy. Use of undercoated canvas paper, corrugated paper, fabricated carton, plastic or other flammable materials shall be restricted to the minimum and promptly removed.

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9.23	The contractor shall not use any hand lamp energized by Electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbine casings, condensers etc.
9.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licensed by appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.
9.25	In case of any delay in completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably.
9.26	Valve protection caps shall be kept in place and secured.
9.27	The contractor shall be responsible for the safe storage and handling of his radio-active sources as per BARC rules and regulations.
9.28	Tarpaulin being inflammable should not be used (instead, only non infusible covering materials shall be used) as protective cover while preheating, welding, stress relieving etc. at site.
9.29	If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by BHEL, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than 7 days indicating the steps that would be taken by BHEL.
9.30	If the contractor succeeds in carrying out its job in time with out any fatal or disabling injury accident and without any damage to property BHEL may, at its sole discretion, favorably consider to reward the contractor suitably for the performance.
9.31	The contractor shall carefully follow the safety requirement of BHEL/ the purchaser with the regard to voltages used in critical areas.
9.32	The contractor shall use only properly insulated and armored cables which conform to the requirement of Indian Electricity Act and Rules for all wiring, electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc. at the cost of the contractor. All electrical appliances used in the work shall be in good working condition and

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	shall be properly earthed. No maintenance work shall be carried out on live equipment. The contractor shall maintain adequate number of qualified electricians to maintain his temporary electrical installations.
9.33	The contractor shall arrange adequate number of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas.
9.34	In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
9.35	The contractor shall submit report of all accidents, fires and property damage etc to the Engineer immediately after such occurrence, but in any case not later than 24 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition periodic reports on safety shall also be submitted by the contractor to BHEL from time to time as prescribed by the Engineer.
9.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
9.37	Suitable scaffolds shall be provided for workman for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration of work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made of steel. The steps shall have a minimum width of 45 cm and a maximum rise of 30 cm. Suitable handholds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ horizontal and 1 vertical.
9.38	Scaffolding or staging more than 3.6 m above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 90 cm above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from savor, from swaying, from the building or structure.
9.39	Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangways provided is more than 3.6 m above ground level or floor level, they shall be

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	closely boarded and shall have adequate width which shall not be less than 750 mm and be suitably fenced as described above.
9.40	Every opening in the floor or a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
9.41	Wherever there are open excavation in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
9.42	Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in the length while the width between side rails in rung ladder shall in no case be less than app. 29.2 cm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least ¼” for each additional foot of length.
9.43	A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to Construction.
9.44	All personnel of the Contactor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal worker shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
9.45	Adequate precautions shall be taken to prevent danger for electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
9.46	All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 90 cm above the surface of the ground. Sides of the trenches which are 1.50 m or more in depth shall be stepped back to give suitable slope or securely held by timer bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
9.47	The Contactor shall take all measures at the sites of the work to protect all persons from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained or death owing to neglect of the above precautions

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	and to pay any such persons such compensation or which may with the consent of the Contractor be paid to compromise any claim by any such person should such claim proceeding be filed against BHEL, the Contractor hereby agrees to indemnify BHEL against the same.
9.48	Before any demolition work is commenced and also during the process of the work the following shall be ensured:
9.48.1	All roads and open areas adjacent to the work site shall either be closed or suitably protected.
9.48.2	No electric cable or apparatus which is liable to be a source of danger nor a cable or an apparatus used by the operator shall remain electrically charged.
9.48.3	All practical steps shall be taken to prevent danger to persons employed from the risks of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render them unsafe.
9.49	All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed in the Site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
9.49.1	Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
9.49.2	Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
9.49.3	Those engaged in welding works shall be provided with welder's protective eyesight lids.
9.49.4	Stone breakers shall be provided with protective goggles and protective clothing and seated sufficient to safe intervals.
9.49.5	Where workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

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9.49.6	The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.
9.49.6.1	No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
9.49.6.2	Suitably face masks should be supplied for use by the workers where paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
9.49.6.3	Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
9.50	When the work is being done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9.51	Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliance should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
9.52	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the places of work.
9.53	The contractor shall maintain and ensure necessary safety measures as required for inspection and tests HV test, Pneumatic test, Hydraulic test, Spring test, Bend test etc as applicable, to enable. inspection Agency for performing Inspection. If any test equipment is found not complying with proper safety requirements then the Inspection Agency may withhold inspection, till such time the desired safety requirements are met.

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9.54	The Contractor shall notify BHEL of his intention to bring to site any equipment or material which may create hazard. BHEL shall have the right to prescribe the conditions under which such equipment or materials may be handled and the contractor shall adhere to such instructions. BHEL may prohibit the use of any construction machinery, which according to him is unsafe. No claim for compensation due to such prohibition will be entertained by BHEL.
9.55	All safety precautions shall be taken for welding and cutting operations as per IS-818. All safety precautions shall be taken for foundation and other excavation marks as per IS-3764.
9.56	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent, place at work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.
9.57	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the contract shall be open to inspection by the Engineer or the Engineer's Representative.
9.58	Keeping the work area clean/ free from debris, removed scaffoldings, scraps, insulation/sheeting wastage /cut pieces, temporary structures, packing woods etc. will be in the scope of the contractor. Such cleanings has to be done by contractor within quoted rate, on daily basis by an identified group. If such activity is not carried out by contractor / BHEL is not satisfied, then BHEL may get it done by other agency and actual cost alongwith BHEL overheads will be deducted from contractor's bill. Such decisions of BHEL shall be binding on the contractor.
9.59	Notwithstanding the above clauses there is nothing to exit the Contractor from the operations of any other Act or Rule in force in area of work in this respect. Provided always that all safety measures apart from those specifically provided in this agreement which are brought to the notice of the Contractor from time to time by the Engineer shall be complied by the Contractor. Provided further that all consequences, damages, or losses arising by reason of any safety code shall be met with by the Contractor.
9.60	<u>NON COMPLIANCE:-</u> NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER <u>for every instance of violation noticed:</u>

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	SN	Violation of Safety Norms	Fine (in Rs)
	01.	Not Wearing Safety Helmet	50/-
	02.	Not wearing Safety Belt	100/-
	03.	Grinding Without Goggles	50/-
	04.	Not using 24 V Supply For Internal Work	500/-
	05.	Electrical Plugs Not used for hand Machine	100/-
	06.	Not Slings property	200/-
	07.	Using Damaged Sling	200/-
	08.	Lifting Cylinders Without Cage	500/-
	09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
	10.	Not Removing Small Scrap From Platforms	200/-
	11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
	12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
	13.	Improper Earthing Of Electrical T&P	500/-
	14.	Accident Resulting in Partial Loss in Earning Capacity	25,000/- per victim
	15.	Fatal Accident/Accidents Resulting in total loss in Earning Capacity	1,00,000/ - per victim
	Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilized for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.		
9.61	CITATION:- If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job		

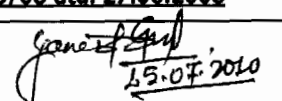
SPECIAL CONDITIONS OF CONTRACT (SCC)
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9.62	<u>MEMORANDUM OF UNDERSTANDING</u> After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below: <u>Memorandum of Understanding</u> ➤ BHEL, Power Sector _____ Region is committed to Health, Safety and Environment Policy (EHS Policy). ➤ M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number _____ ➤ M/s _____ shall ensure that safe work practices not limited to the above are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance. ➤ BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days. Signed by authorized representative of M/s ----- Name _____ : Place & Date: _____
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PEM / PG-II-5, BHEL, PPEI, NOIDA**SPECIAL CONDITIONS OF CONTRACT (REV-05) Dtd. 15.07.2010****2x600 MW NORTH CHENNAI (STAGE-II) UNIT-1 & UNIT-2**

These Conditions shall be read and construed along with General Condition of Contract enclosed along with the tender enquiry. In case of any conflict or inconsistency the condition given in SCC shall prevail over the GCC.

		1x600 MW UNIT-1	1x600 MW UNIT-2
1.0	Project Name :-	1x600 MW NORTH CHENNAI (STAGE-II) UNIT-1	1x600 MW NORTH CHENNAI (STAGE-II) UNIT-2
2.0	Customer :-	TNEB (Tamil Nadu Electricity Board)	
3.0	Customer Consultant:-	Development Consultants (P) Ltd., Chennai	
4.0	Nearest Railway Station	Attipattu Puddunagar 3 K.M from project site.(Chennai Central Railway Station 26 KM from Site)	
5.0	Nearest Town	Chennai , about 30 K.M from Site.	
6.0	Nearest Airport	Kamraj Domestic Airport Chennai (about 55 K.M from Site).	
7.0	Consignee Address :-	A. FOR MAIN EQUIPMENT:- BHARAT HEAVY ELECTRICALS LTD. TNEB-NORTH CHENNAI T.P.S. STAGE-II PROJECT ATHIPATTU, CHENNAI-600120, TAMIL NADU. B. FOR MANDATORY SPARES:- BHARAT HEAVY ELECTRICALS LTD. TNEB-NORTH CHENNAI T.P.S. STAGE-II PROJECT ATHIPATTU, CHENNAI-600120, TAMIL NADU.	A. FOR MAIN EQUIPMENT:- BHARAT HEAVY ELECTRICALS LTD. TNEB-NORTH CHENNAI T.P.S. STAGE-II PROJECT ATHIPATTU, CHENNAI-600120, TAMIL NADU. ** NO MANDATORY SPARES ORDERED FOR UNIT-2.
8.0	BHEL Site Office Address :-	CONSTRUCTION MANAGER BHEL-SITE TAMIL NADU ELECTRICITY BOARD NORTH CHENNAI T.P.S. STAGE-II PROJECT ATHIPATTU, CHENNAI-600120, TAMIL NADU.	
9.0	Customer Order Ref No:-	LOA No. ED/Proj./600MW NCTPS Stage-II /D.144/08/ Dtd. 19.01.2008	LOA No. CE/Proj/SE/E/T&H(P)/EV/A2/600MW Unit II NCTPS Stage-II/D.258/08 dtd. 27.06.2008



		1x600 MW UNIT-1	1x600 MW UNIT-2
10.0	Mode of Dispatch:-	By Road on Door Delivery and freight Pre-Paid Basis	
11.0	Road Permit Required:-	NO	
12.0	LOA Date:-	19-01-2008	27-06-2008
13.0	Zero Date:-	18-02-2008	16-08-2008
14.0	Synchronization:-	36 Months	36 Months
15.0	Commissioning and PG test:-	39 Months	39 Months
16.0	Prior Dispatch intimation to BHEL Site Office and Underwriters :-	Yes, one set consisting of LR / RR copy, Packing List/ Challan indicating the items dispatched (with their weights) and letter informing the underwriters about the value of consignment and dispatch details to be sent to: a) BHEL Site office b) BHEL, PEM, PPEI-Noida (MM)	
17.0	Transit Insurance	By BHEL (Vendor to intimate the underwriters quoting the Insurance Policy No. As below) :-	
17.0.01	Policy No.	<u>350600/44/08/5050000011</u>	Marine - 500300/21/08/02/00000134 SCE - 500300/44/08/04/40000112
17.0.02	Underwriters	Mr.B.K.SACHDEVA Sr. Divisional Manager M/s National Insurance Co. Ltd Delhi Office-VI 302-304, Sahyog Building 58, Nehru Place New Delhi- 110 0019 Ph.No- 011-26432109 Mobile -9810145440 FAX NO. -011-26484112	Sh.K.K.Panda Officer-In-Charge Large Corporate Brokers M/s United India Insurance Co. Ltd. 6th Floor, "Kailash" Building, K G Marg New Delhi Phone No: 011-43509330 Mobile No.9958069955 email ID- kkpanda@uiic.co.in corpcelldel@uiic.co.in FAX No. -011-23355307
17.0.03	Policy start Date:-	14.11.2008	19.03.2009
17.0.04	Policy Valid upto	13.02.2012	19.06.2012
18.0	Customer CST	ND-5341151	
19.0	Unloading at site		
19.0.01	For Supply Packages:-	By BHEL Site (The Supplier shall give LR wise Gross Wt. & Net Wt. Of the consignment for the purpose of handling the consignment by BHEL site loading/unloading Contractor)	

For and on behalf of
15.07.2010

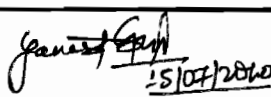
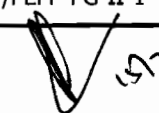
		1x600 MW UNIT-1	1x600 MW UNIT-2
19.0.02	For Turnkey (Supply Erection & Commissioning Packages:-	By Vendor	
20.0	Storage at site		
20.0.01	For Supply Packages:-	By BHEL Site	
20.0.02	For Turnkey (Supply Erection & Commissioning Packages:-	By Vendor	
21.0	Movement of Material within Site		
21.0.01	For Supply Packages:-	By BHEL Site	
21.0.02	For Turnkey (Supply Erection & Commissioning Packages:-	By Vendor	
22.0	DOCUMENT REQUIRED FOR VENDOR PAYMENT.	the supplier shall provide the following Documents to MM :- A. Supplier Invoice – 8 Copy B. Copy of Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – 8 Copies C. Copies of Packing List indicating Quantity/ Gross weight/ Net weight and TNEB approved BBU item no. against each item dispatched. – 8 Copies VERY IMP:- **IN PACKING LIST GROSS & NET WEIGHT OF THE DESPATCHES TO BE CLEARLY INDICATED AGAINST EACH LR OTHERWISE VENDOR INVOICE SHALL NOT BE PROCESSED. D. BHEL MDCC – Original + 7 Copies E. CQIR REPORT OF BHEL (INSPECTION) – Original + 7 Copies F. Internal Test Reports and Test Certificates- 8 Copies NOTE: - The Supplier during inspection of Main supplies & Mandatory Spares by BHEL,CQS / TNEB - IS shall obtain separate TNEB MDCC for Main Supplies & separate TNEB MDCC for Mandatory spares in line with the approved Billing Break-Up (BBU). <i>James G. G.</i> 15/07/2010.	

		1x600 MW UNIT-1	1x600 MW UNIT-2
23.0	Requirement of Original documents:-	Original LRs, Customer Original MDCCs and Packing lists with Gross and Net Weight should be handed over to BHEL-PEM by bidders for their payment from BHEL.	
24.0	Price Variation (Adjustment):-	No Price variation applicable (Firm Prices)	
25.0	Material Receipt Certificate (MRC):-		
25.0.01	For Supply Packages:-	For Supply Packages BHEL/PEM will arrange MRC from BHEL Site, however supplier/ contractor shall provide support for verification of material at site if required.	
25.0.02	For Turnkey (Supply Erection & Commissioning Packages) :-	For Turnkey i.e. Supply and Erection & Commissioning packages, Original MRC duly signed by customer (TNEB) & BHEL-Site is to be arranged by vendor for their MRC payment.	
26.0	Despatch Markings:-	Each box/ Drum shall be marked with Capital Letters in Red indicating : Main Supply OR Commissioning spare 1X600 MW NORTH CHENNAI TPS ST-II, UNIT-1 & 2 Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purposes of identification. Each and every box (package) shall be marked with following:- 1) Name and address of the consignee: 2) Project reference: 3) Customer Contract No.: 4) Vendor Name: 5) PEM P.O. reference No. 6) Gross Weight/ Net Weight (Without Gross Weight/ Net Weight mention on LR, Vendors invoice can not be processed) 7) Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment) 8) Packing Mark: (symbols indicating "TOP" and other special marking) 9) Type of Equipment: "E" (for equipment supply) "T" (for Tools & Tackles) "S" (for Mandatory Spares) Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc. IMPORTANT:- One copy of respective standard manufacturer's erection instruction/operation manual shall be kept in each package/container for immediate reference by BHEL site. NOTE:- The Copy of complete Packing list for the consignment must be put inside the Box/ Boxes. 20 copies of supplier's Erection / Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (MM) within 30 days of despatch for handing over to Customer/ BHEL site. Each box/ Drum shall be marked with Capital Letters in Red indicating : Ultimate Destination: 1X600 MW NORTH CHENNAI TPS ST-II UNIT- 1 & 2	
27.0	Commissioning spares:	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.	

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		1x600 MW UNIT-1	1x600 MW UNIT-2
28.0	Mandatory Spares:-	The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e item number of the equipment in line with the TNEB approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s TNEB. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc. Mandatory Spares shall be handed over directly to TNEB stores other wise transportation charges shall be debited against transportation of materials from BHEL store to TNEB stores in Vendors account. The Supplier to note that separate TNEB MDCC shall be obtained for Mandatory spares from TNEB - BHEL-IS/ CQA.	** NO MANDATORY SPARES ORDERED FOR UNIT-2.
29.0	Taxes & Duties:-	All Bidders to note that this is a Mega, ICB (International Competitive Bidding) Project and Project Authority Certificate will be issued by TNEB (customer) to BHEL for availing zero custom duty on imported items. Based on above PAC, BHEL/PEM shall issue ANNEXURE – I TO APPENDIX - 12 in favour of sub-contractor (vendor) to enable them avail benefit of NIL customs duty on Imports. The Bidder is required to indicate the Import contents i.e list of the item, Currency of Import and Country of Import at the time of submission of price offer. Bidder has to ensure that the benefit of availing Zero % custom duty is passed on to BHEL. Bidder shall also provide a certificate with a un-priced bid that zero % custom duty on the Import contents have been considered in their price offered to BHEL as per applicable PAC mentioned above. It shall be vendors responsibility to ensure and avail the deemed export benefits. BHEL shall not compensate vendor in case of rejection of vendor's claim by concerned authorities. All bidders to note being a Non-Mega Project & ICB, the <u>Excise Duty and Central Sales Tax/VAT are to be included in their prices to BHEL</u> as per the nature of the project, and same shall be taken for evaluation purpose to arrive at the L1 bidder for this Project.	All Bidders to note that this is a Mega & Negotiated Project. Essentiality Certificate shall be issued by TNEB (customer) for availing concessional customs duty under Project Import Regulations. Essentiality Certificate shall be issued by TNEB through BHEL for the items to be imported by vendor for specified items, limited to CIF content mentioned in offer / order, for availing Concessional Custom Duty. The list of imported items, quantity, CIF value (in Rupee) and Foreign currency along with the origin of country supplying raw material etc, shall be indicated in price bid. This list will be later on used as reference list for getting the Essentiality Certificate from Customer i.e M/s TNEB for this Project. Please note that no request later at Contract execution stage shall be entertained by BHEL PEM for additional CIF other than the that given in order. Thus complete care to be taken by Bidder for identifying the imported items under their scope / system at the enquiry stage . It may be noted that Custom Duty/CVD/SAD etc paid by the bidders (to Govt. Authorities) shall be reimbursable to BHEL by Ultimate customer TNEB. And same shall be reimbursed to Bidders by BHEL against submission of following documents:- 1. Copy of overseas supplier's invoice alongwith vendor's invoice in original 2. Copy of Bill of lading 3. Copy of Packing slip 4. Copy of customs attested bill of entry 5. Proof of having made the payment to Govt. Authorities 6. Undertaking that any other document reqd. by TNEB to reimburse the Custom Duty to BHEL shall be furnished by vendor Vendors shall be reimbursed the CD/CVD/SAD etc at actual against documentary proof (as mentioned above) limited to amount mentioned in their offer. Cont..... on page 6

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		1x600 MW UNIT-1	1x600 MW UNIT-2
29.0	Taxes & Duties:-		Continued from page 5..... Amount on account of CD/CVD/SAD etc mentioned by bidders in their offer shall not be considered for evaluation purpose, however, same shall be added in Ordering Value(P.O Value) and shall be reimbursed by BHEL against documentary proof as mentioned above. All bidders to note, this being a Non-Mega Negotiated(Domestic) Non-ICB Project, the Excise Duty and Central Sales Tax/VAT are to be included in their prices to BHEL as per the nature of the project, and same shall be taken for evaluation purpose to arrive at the L1 bidder for this Project.
30.0	VAT Clause	As Per enclosed Annexure-I (Page1 of 1). VAT is not reimbursable by customer and hence no input credit for VAT shall be given to Bidders.	As Per enclosed Annexure-I (Page1 of 1) .VAT is not reimbursable by customer and hence no input credit for VAT shall be given to Bidders.
31.0	Inspection Agency:-	BHEL & TNEB Vendor shall give inspection call on TNEB format in line with approved QP to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL-PEM (MM) for arranging Customer participation in inspection/ Joint inspection on the proposed date with an advance notice of 15 – 20 days. The MDCC shall be issued by TNEB based on Joint inspection report of BHEL CQS & TNEB/ Customer Agency (as nominated by TNEB). The MDCC issued by TNEB/Customer in original shall be attached by bidders for their payment from BHEL.	
32.0	Final Drawings / Documents Submission:-	Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise it will be intimated during kickoff meeting.	
		PREPARED BY	ISSUED BY
	Name:	G. C. Thakur	R P Gupta
	Designation:	Sr. Engineer / PEM -PG-II-1	AGM /PEM -PG-II-1
	Signature:		
	DATE:-	15th of July 2010	15th of July 2010

Annexure-I

SPECIAL CONDITIONS OF CONTRACT (REV-05) Dtd. 15.07.2010 **2x600 MW NORTH CHENNAI (STAGE-II) UNIT-1 & UNIT-2**

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located. For the subject project nodal agency shall be :

BHEL, HPBP, Trichy
VAT TIN No.: 33243560005

Nodal agency is defined as Buyer and BHEL/ PEM shall be paying agency in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

- As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL's address with TIN No.** (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.
- Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN No. of nodal agency of BHEL, as given above.** In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN. However for payment purposes, the invoice may mention BHEL PEM as paying authority.
- As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is reqd to be submitted by vendors for retaining with PEM bank payment voucher.
- Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- Please note that reimbursement/payment of VAT shall be subject to furnishing of Vat complaint tax invoice and other certificate/document as per applicable State VAT law.
- Tax invoice must show Vat rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.
- In case vendor is unable to furnish Vat compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.

Yamini Gul
15.07.2010