

GENERAL CONDITIONS OF CONTRACTS (GCC)

VOLUME - I

PART – A : INSTRUCTIONS TO BIDDERS REV 04

**PART – B : GENERAL COMMERCIAL TERMS & CONDITIONS
REV 04**

VOLUME – II

PART – A : GENERAL TECHNICAL CONDITIONS REV 03



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECTS ENGINEERING MANAGEMENT
BHEL HOUSE, SIRIFORT
NEW DELHI-110 049**

Issue 00

Rev. 03

Not for Publication

For official use

	GENERAL CONDITIONS OF CONTRACT (GCC)	<h1 style="text-align: center;">ADDENDUM-I</h1>	REV NO. : 03 PAGE NO.: 1 OF 1
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(To be filled up by the Bidders)

Ref. No. :

Dated :

**M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Materials Management,
BHEL HOUSE, SIRI FORT,
NEW DELHI-110049.**

ATTENTION :

Dear Sir,

1. 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 your terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and within the delivery schedule required by you.

2. 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.
3. We have annexed to this tender the following documents:-

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

- i/ Complete Techno-Commercial Offer.
- ii/ Agreed Terms and Conditions (Addendum-II).
- iii/ Schedule of Commercial Deviations giving clause references.
- iv/ Schedule of Technical Deviations giving clause references.
- v/ Unpriced copy of Price Schedule using your format as per Annexure-I
- vi/ Any other documents (Please specify).

Part-II (Price Bid) - in a separate, properly sealed cover, giving all tender details as per instructions.

Thanking you,

Yours faithfully,

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	ADDENDUM-I	REV NO. : 03 PAGE NO.: 1 OF 2
---	---	-------------------	----------------------------------

	GENERAL CONDITIONS OF CONTRACT (GCC)	<h1 style="text-align: center;">ADDENDUM-II</h1>	REV NO. : 02 PAGE NO.: 1 OF 2
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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)
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- 1(a) Acceptance of General Technical Conditions (Vol.IIA), 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 till complete execution of the Order/Contract.
- 3(b) Prices have been filled up in the Price Schedule format attached with the tender documents as Annexure-I.
- 3(c) Rates of excise duty and sales tax and requirement of concessional forms, have been indicated in the unpriced copy of price bid, enclosed.
- 3(d) Quoted prices are based on **FREE DELIVERY ON PROJECT SITE**.
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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	<h2 style="text-align: center;">ADDENDUM-II</h2>	REV NO. : 02 PAGE NO. : 2 OF 2
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S.No.	Description	Bidder's confirmation (YES/NO)
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6. **Delivery:** Indicate the shortest delivery period, which shall not exceed the delivery requirement as per this Tender Enquiry. Delivery shall be counted from the date of letter of intent/award or the date of contract/order, whichever is earlier. 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.
9. Validity of Offer as per clause no. 11.0 of "Instructions To Bidders" acceptable.

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	<h1 style="text-align: center;">DEFINITIONS</h1>	REV NO. : 02 PAGE NO. : 1 OF 3
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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)**, BHEL House, Siri Fort, New Delhi-110 049, 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, 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 his heirs, executors, administrators, representatives and assigns.

	GENERAL CONDITIONS OF CONTRACT (GCC)	DEFINITIONS	REV NO. : 02 PAGE NO. : 2 OF 3
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- 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 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.
- 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 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 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

PG	Performance Guarantee
MRC	Material Receipt Certificate
MDCC	Material Despatch Clearance Certificate
E&C	Erection and Commissioning
QS	Quality Surveillance.
CQ	Corporate Quality



INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

S. No.	DESCRIPTION
1.0	GENERAL INSTRUCTIONS
2.0	PROCEDURE FOR SUBMISSION & OPENING OF TENDERS
3.0	PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST
4.0	PART II (PRICE BID) - CONTENTS AND CHECK LIST
5.0	CLARIFICATIONS REQUIRED BY BIDDERS
6.0	TECHNICAL SPECIFICATIONS
7.0	DEVIATIONS – LISTING
8.0	ASSUMPTIONS – LISTING
9.0	DELIVERY/COMPLETION SCHEDULE
10.0	STORAGE INSTRUCTIONS
11.0	VALIDITY OF OFFER
12.0	PRICE PART OF TENDER (Part II)
13.0	PRICE VARIATION
14.0	TENDERER TO INFORM HIMSELF FULLY
15.0	REJECTION OF TENDER AND OTHER CONDITIONS
16.0	FOREIGN BIDDERS
17.0	LOADING FOR DEVIATIONS & TENDER EVALUATION

1.0 GENERAL INSTRUCTIONS

	<p style="text-align: center;">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p>	<p style="text-align: right;">VOLUME – I PART - A REV NO. 03 PAGE NO. : 2 OF 15</p>
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17.1 Attention of the tenderers is invited to **(i) INSTRUCTIONS TO BIDDERS (VOL.-I, PART-A), (ii) GENERAL COMMERCIAL TERMS & CONDITIONS (VOL.-II, PART-B)** and other tender documents.

1.2 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 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.

1.3 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.

1.4 A declaration as per **Annexure II** 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, Addendum-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 (**Annexure-I**) (One original + one copy of the original), for complete scope of the Tender Enquiry.

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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO. : 3 OF 15
---	---	--------------------------------	--

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 duly superscribed as:

**“REVISED PRICE BID (PART-II), REVISION NO ____ AGAINST
TENDER ENQ. NO. _____ DATED _____”.**

Unsolicited Price Bids shall not be entertained.

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 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.

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO. : 4 OF 15
---	---	--------------------------------	--

2. DUE DATE FOR OPENING
3. "PRICE BID".

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
Contract Management & Procurement,
BHEL HOUSE, SIRI FORT,
NEW DELHI - 110 049 (INDIA)**

TEL. NO. 26001010 (PABX)

FAX NOS. : 26001128, 26493021

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 opening are liable to be rejected.

2.8 All bids of Indian Origin shall be in Indian Rupees only.

2.9 Unsolicited tenders shall not be entertained.

2.10 Order/Contract when finalised will be issued in the name of the bidder only and change of name during tender evaluation and after submission of the tender is liable to make this offer ineligible for participation.

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.

	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p align="center">INSTRUCTIONS TO BIDDERS</p>	<p align="right">VOLUME – I PART - A REV NO. 03 PAGE NO. : 5 OF 15</p>
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- 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 format PEM-26053 (Vol.-III)**.
- e) Optional items.
- f) Recommended list of spare parts for three years operation.
- g) Schedule of supervision for erection & commissioning services, if required.
- h) Schedule of lubricants, consumables and painting with specifications.
- i) Schedule of maintenance/erection tools and tackles covered in the scope of supply.
- j) PERT Network/Bar Chart for engineering, manufacturing, testing & despatch of the offered equipments.
- k) Guarantee offered for the equipment
- l) Listing of deviations
- m) Listing of exceptions & assumptions
- n) Delivery schedules
- o) Validity of offer
- p) Services and materials to be provided by the purchaser.
- q) Names of main sub-contractors and their scope and subcontractor's ordering schedule.
- r) Quality plans and Field Quality Plans.
- s) All other details/documents as listed in tender documents.

3.3 Techno-Commercial offer for recommended spares (see Clause 3.2 f) shall contain:

- a) A list of spares as per the experience of the Tenderer to be furnished.

	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p align="center">INSTRUCTIONS TO BIDDERS</p>	<p align="center">VOLUME – I PART - A REV NO. 03 PAGE NO. : 6 OF 15</p>
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b) Serial number, part number, drawing/catalogue number, description, quantity, nature of spares, order lead time and life shall be clearly indicated without prices.

c) Validity of offer

d) Delivery schedules

e) Commercial details

3.4 Commercial offer shall contain :

a) Agreed terms & conditions (Addendum-II).

b) General Commercial terms and conditions and deviations, if any.

c) Unpriced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.

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

4.1 The BEST offer with FIRM prices in the **PRICE SCHEDULE FORMAT** given in the **Annexure-I** shall be submitted in specified number of copies in separate sections for main equipment, O&M spares and supervision offer/erection and commissioning offer, as per scope defined.

4.2 Price Bid for MAIN EQUIPMENT shall cover basic equipment price with excise duty, sales tax, freight, octroi etc, as per format enclosed (**Annexure - I**).

4.3 Price Bid for recommended spares shall cover Item-wise rate and total value, packing and forwarding charges, excise duty, sales tax, freight, insurance, octroi etc. as per format enclosed (**Annexure - I**).

4.4 Supervision Offer for 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 (**Annexure-I**) as applicable.

	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p align="center">INSTRUCTIONS TO BIDDERS</p>	<p align="center">VOLUME – I PART - A REV NO. 03 PAGE NO. : 7 OF 15</p>
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4.5 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.

5.0 CLARIFICATIONS REQUIRED BY BIDDERS

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

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO.: 8 OF 15
---	---	--------------------------------	---

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 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 proposal submitted has any assumptions while making technical specifications and scope, 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 The delivery shall be **FREE ON PROJECT SITE**.

9.3 **DELIVERY PERIOD**

9.3.1 Time required from the zero date, for delivery of Plant/Equipment/Stores as per scope of the Order/Contract shall be quoted by the bidders.

9.3.2 Date of dispatch for indigenous supply and shipment date for import shall be treated as the date of delivery.

9.4 Time required from the zero date, for completion of Erection & Commissioning including successful completion of Performance Guarantee (PG)/Demonstration Test(s), as per scope of the Order/Contract shall be quoted by the bidders.

9.5 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.

9.6 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 LOI/Order/Contract.

11.0 **VALIDITY OF OFFER**

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO.: 9 OF 15
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Offer shall be submitted with following validity periods :

- i/ **2 months** from the date of opening of Part-II (Prices) bids, for **Main Equipment**.
- ii/ **Valid till successful completion of contract** for Recommended spares and **Mandatory Spares (wherever it is optional item)**.
- iii/ **Valid till successful completion of contract**.
- Iv/ **Insert Unit prices for scope addition/deletion: to be kept valid till successful Completion of contract**.

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

12.0 **PRICE PART OF TENDER (Part II)**

12.1 **MAIN EQUIPMENT SUPPLY**

12.1.1 **BASIC PRICES**

- i/ Basic prices shall be quoted separately for each identifiable assembly unit, component, bought-out item, sub-contractor's item, etc. 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.
- ii/ The tenderers shall quote their **BEST AND FIRM PRICES** as per price schedule format given in Annexure-I.
- iii/ If Price Variation Clause (PVC) is being proposed, the offer should contain :-
 - a/ PVC Formula
 - b/ Ceiling for PVC
 - c/ Base date and applicable indices for the base date

Open ended PVC formula is not acceptable. Indices shall be based on Government of India/RBI publications only.

12.1.2 **EXCISE DUTY**

12.1.2.1 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.

12.1.2.2 Please also refer to Part-B.

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO. : 10 OF 15
---	---	--------------------------------	---

17.1.2 **CENTRAL SALES TAX/VAT**

12.1.3.1 Sales 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 under the respective Sales Tax Acts. The offer should clearly indicate the percentage and total amount along with concessional forms required, if any.

17.1.2.1 **SERVICE TAX**

Service tax shall be reimbursed only if the same is payable by the Seller/Contractor to the respective Govt. authorities meeting all statutory requirements under the respective Tax Acts. The offer should clearly indicate the percentage and total amount along with concessional forms required, if any

12.1.4.3 Please also refer to Part-B.

12.1.5 **CUSTOM DUTY**

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

12.1.6 Please also refer to Part-B.

12.1.7 **DIRECT TAXES**

Please refer to Part-B.

12.1.8 **OTHER TAXES & LEVIES**

12.1 8.1 Tenderers are required to include all other taxes and levies applicable on the date of the offer, over and above ED and ST. This will include but not be limited to the turnover/works contract tax, entry tax, Consignment tax, Income tax, etc.

12.1.8.2 Please also refer to Part-B.

12.1.9 **TRANSPORTATION & FREIGHT CHARGES**

Please refer to Part-B.

12.1.10 **INSURANCE**

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO. : 11 OF 15
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Please refer to Part-B.

12.1.11 STATUTORY VARIATIONS

Please refer to Part-B.

12.1.12 ERECTION & COMMISSIONING AND MAINTENANCE TOOLS & TACKLES

The tenderer shall provide erection & commissioning and maintenance tools and tackles at no additional cost, unless stated otherwise in the tender documents.

12.1.13 COMMISSIONING SPARES & CONSUMABLES

The tenderer shall provide commissioning spares and consumables at no additional cost, unless stated otherwise in the tender documents. A list of commissioning spares shall be furnished by the bidder as a part of offer.

12.1.14 REQUIREMENT OF DOCUMENTS, O&M MANUALS IN ELECTRONIC MEDIA

Please refer to technical specifications.

12.2 MANDATORY/RECOMMENDED SPARES

Basic prices shall be quoted separately for each category (Mandatory/Recommended) and type of spares offered in the technical bid.

12.3 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. 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

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO. : 12 OF 15
---	---	--------------------------------	---

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

15.0 **REJECTION OF TENDER AND OTHER CONDITIONS**

15.1 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)

	<p style="text-align: center;">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p>	<p style="text-align: right;">VOLUME – I PART - A REV NO. 03 PAGE NO. : 13 OF 15</p>
---	--	---	---

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.

15.2 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.

15.3 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.

15.4 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.

16.0 **FOREIGN BIDDERS**

16.1 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.

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

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

16.2.2 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.

16.2.3 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 (buying) 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO. : 14 OF 15
---	---	--------------------------------	---

16.2.4 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.

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

16.2.6 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.

17.0 **LOADING FOR DEVIATIONS & TENDER EVALUATION**

17.1 **LOADING FOR DEVIATIONS**

17.1.1 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.

17.1.2 Loading/loading criteria in respect of the deviation(s), shall be communicated to the concerned bidder(s) before Price Bid opening. If a bidder unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.

17.1.3 Interest Rate for loading will be taken as BHEL Cash Credit Rate with SBI plus 2% for Administrative Charges.

17.2 **TENDER EVALUATION**

	GENERAL CONDITIONS OF CONTRACT (GCC)	INSTRUCTIONS TO BIDDERS	VOLUME – I PART - A REV NO. 03 PAGE NO. : 15 OF 15
---	---	--------------------------------	---

17.2.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

17.2.2 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the **Arithmetical errors will be rectified on the following basis.**

- 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 unit or subtotal price shall prevail, and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail.
- For ordering: corrected or quoted price (whichever is lowest) shall be considered for ordering.

17.2.2 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.

17.2.3 PURCHASE PREFERENCE

Purchase Preference, if applicable, shall be given to the Central Public Sector Enterprises as per Government guidelines. However, the Central Public Sector Enterprise claiming the benefits of Purchase Preference will have to provide necessary information/documents in support of its claim.

17.2.4 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.

17.2.5 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 1 OF 21
---	---	--	---

GENERAL COMMERCIAL TERMS & CONDITIONS

TABLE OF CONTENTS

S. No.	DESCRIPTION
1.0	CONTRACT
2.0	PRICES
3.0	TAXES AND DUTIES
4.0	STATUTORY VARIATIONS
5.0	TRANSPORTATION & FREIGHT CHARGES
6.0	VARIATION
7.0	SECURITY DEPOSIT CUM CONTRACT PERFORMANCE BANK GUARANTEE
8.0	TERMS OF PAYMENT
9.0	RECOVERY OF OUTSTANDING AMOUNT
10.0	DELIVERY/COMPLETION SCHEDULE
11.0	PERT CHART AND PROGRESS REPORTS
12.0	INSPECTION AND TESTING AT CONTRACTOR'S PREMISES
13.0	MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)
14.0	DELIVERY FAILURE AND TERMINATION/LIQUIDATED DAMAGES & CONSEQUENTIAL DAMAGES
15.0	GUARANTEE FOR PLANT/EQUIPMENT/STORES
16.0	INSURANCE
17.0	INTER CHANGEABILITY AND CHANGES
18.0	PACKING
19.0	MATERIAL RECEIPT CERTIFICATE
20.0	CONSIGNEE'S RIGHT OF REJECTION
21.0	RISK IN STORES
22.0	WITHHOLDING AND LIEN IN RESPECT OF SUM CLAIMED
23.0	SALES CONDITIONS
24.0	SHORTAGES/DAMAGES
25.0	CONFIDENTIALITY
26.0	DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE
27.0	TERMINATION OF THE CONTRACT
28.0	TRANSFER, SUB-LETTING/ASSIGNMENT/ SUB-CONTRACTING
29.0	FORCE MAJEURE
30.0	INDEMNIFICATION
31.0	CONTRACT PERFORMANCE EVALUATION
32.0	SETTLEMENT OF DISPUTES
33.0	ARBITRATION
34.0	LAWS GOVERNING THE CONTRACT
35.0	JURISDICTION OF COURT

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 2 OF 21
---	---	--	---

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.

2.2 **OTHER PRICES**

2.2.1 **ERECTION & COMMISSIONING AND MAINTENANCE TOOLS & TACKLES:**

The Seller/Contractor shall supply erection & commissioning and maintenance tools and tackles at no additional cost, unless stated otherwise.

2.2.2 **COMMISSIONING SPARES AND CONSUMABLES**

Seller/Contractor shall supply commissioning spares and consumables at no extra cost and its price shall be included in the basic prices as at 2.1 above.

2.2.3 **MANDATORY & RECOMMENDED SPARES**

Price shall be quoted separately for each spare offered as (a) Mandatory Spares and (b) Recommended Spares. Spares shall be quantified by numbers or percentages (%) but shall not be indicated as "Lot" or "Set".

3.0 TAXES AND DUTIES

3.1 **EXCISE DUTY**

3.1.1 Excise duty actually incurred by Seller/Contractor **on self manufactured items** against the despatch made from his factory/works constituting a sale under the Order/Contract, alone shall be reimbursed at actuals against requisite documentary evidence.

3.1.2 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.

3.1.3 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.

	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p align="center">GENERAL COMMERCIAL TERMS & CONDITIONS</p>	<p>VOLUME— I PART-B REV NO. : 04 PAGE NO. 3 OF 21</p>
---	---	--	--

- 7.1.1 The Seller/Contractor is required to ensure that excise duty is properly calculated and paid and exemption and benefits are fully availed of.
- 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.
- 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 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 Sales Tax / Value Added Tax Acts.

3.2.2 Purchaser is registered in **Delhi State** vide Registration Number: -
 Central Sales Tax/Value Added Tax No. : **LC/44/027181/0871 dt. 16/3/72.**
 Delhi Sales Tax/Value Added Tax No. : **LC/44/027181/0871 dt. 16/2/71.**
ST 37 No. : 64639 dated 3.3.87

In case of inter-state Sales Tax / Value Added Tax, the same shall also be specified.

3.2.3 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 financial year transactions. Seller/Contractor is required to submit his request in the format enclosed as Annexure-VI. *No concessional form will be issued for goods moving within the state except Delhi State.*

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).

	<p style="text-align: center;">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p style="text-align: center;">GENERAL COMMERCIAL TERMS & CONDITIONS</p>	<p>VOLUME— I PART-B REV NO. : 04 PAGE NO. 4 OF 21</p>
---	--	---	--

3.3 SERVICE TAX:

Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only and will be restricted to the rate and amount mentioned in the order/ contract.

3.4 OTHER TAXES & LEVIES

All other taxes and levies like *works tax, octroi, over and above ED, ST and Service Tax* shall be included in the basic prices. 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 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.

3.6 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.

4.2 Statutory variations in Excise Duty, *Service Tax* and Sales Tax/Value Added Tax only, 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

	<p style="text-align: center;">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p style="text-align: center;">GENERAL COMMERCIAL TERMS & CONDITIONS</p>	<p>VOLUME— I PART-B REV NO. : 04 PAGE NO. 5 OF 21</p>
---	--	---	--

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 in India, shall be through Indian Railways unless stated otherwise in [the contract/order](#). All Road despatches shall be only through the 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 Owing to any reason, in case the Seller/Contractor has to resort to a mode of transport other than what was contemplated, to keep up the delivery/completion schedule incurring extra expenditure, such extra expenditure shall be borne by the Seller/Contractor.

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

6.0 **VARIATION**

The prices shall remain firm for any increase or decrease in the Order/Contract value upto plus or minus 30%. 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.

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-III, within thirty (30) days

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 6 OF 21
---	---	--	---

from the date of *Letter of Intent/Order/Contract*, *whichever is earlier* to cover the due performance of the Order/Contract and to fulfill the guarantee conditions stipulated in the Order/Contract.

- 7.1.2 Purchaser reserves the right to cancel the order/contract in the event of failure to deposit the above bank guarantee within the stipulated time period, at the risk and cost of the Seller/Contractor.

7.2 VALUE

The value of bank guarantee shall be 10% of the Order/Contract value excluding taxes and duties. 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 within 30 days of issue of Order/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 trays, cabling materials, Lighting package etc, initially is BG to be submitted for 10% of order value. However BG value can be proportionate reduced after completion of Guarantee period lot-wise as applicable.*

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.
- 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 together with interest, if any, shall be recovered from the payments due to the Seller/Contractor before releasing any payment, in the absence of a valid Bank Guarantee.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 7 OF 21
---	---	---	---

8.0 **TERMS OF PAYMENT**

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

8.1.1 **Five per cent (5%)** of the total basic price against submission and approval of all basic design documents such as data sheets, drawings, 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. All bank charges shall be to seller/contractor's account.

OR

8.1.2 **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. All bank charges shall be to seller/contractor's account.

8.1.3 **Ten per cent (10%)** of basic price along with insurance 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 after receipt of materials and its physical verification at site.

Collection of Material Receipt Certificate from the site and its submission for claiming this payment shall be the responsibility of the Seller/Contractor where E&C is in the scope of the contractor.

8.1.4 **Five per cent (5%)** 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) of the system/package, if applicable as per order/contract.

8.2 **FOR ERECTION AND COMMISSIONING**

8.2.1 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 8 OF 21
---	---	--	---

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

8.2.3 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) of the system/package to the Owner.

8.3 **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.

8.4 **FOR SUPPLY OF MANDATORY/O&M SPARES**

8.4.1 *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. All bank charges shall be to seller/contractor's account.*

8.4.2 **Balance Ten per cent (10%)** of spares value along with insurance 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.

8.5 **DOCUMENTS FOR CLAIMING PAYMENTS**

As per special conditions of the Order/Contract.

8.6 **BANKER**

The address of banker for negotiation of documents is:

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

8.7 **BANK CHARGES**

All bank charges for negotiation of documents through bank shall be to the account of the Seller/Contractor.

8.8 No interest, whatsoever, shall be payable by purchaser on the security deposit, any bank guarantee submitted or any amount due to the seller/contractor by the purchaser.

8.9 **MODE OF PAYMENT**

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 9 OF 21
---	---	--	--

Where the payment is to be made directly to the Seller/Contractor, the A/c Payee Cheque shall be sent by Registered Post *or E-transfer / Courier Service (if feasible)*.

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 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 14.**

11.0 **PERT CHART AND PROGRESS REPORTS**

The Seller/Contractor shall submit a detailed estimated barchart/standard network on Prima Vera and progress Report for Master Drawings Delivery Schedule to meet the agreed delivery/completion schedule covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities, within a period of thirty (30) days after the date of acceptance of the order/contract. This network shall also clearly indicate the interface facilities/inputs to be provided by the purchaser/owner and the dates by which such facilities/inputs are required.

12.0 **INSPECTION AND TESTING AT CONTRACTOR'S PREMISES**

- 12.1 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,

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 10 OF 21
---	---	---	--

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 issued by the Seller/Contractor as per annexure-V.

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

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

12.2 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".

12.3 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.

12.4 INSPECTION MEASURING AND TEST EQUIPMENTS

12.4.1 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.

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

- a/ Measurement uncertainty is known and consistent with required measurement capability of the IMTE.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 11 OF 21
---	---	--	--

- b/ Selection of IMTEs is compatible with the necessary accuracy and precision of required measurement.
- 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.

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

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

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

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

13.1 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.

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

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

13.4 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 12 OF 21
---	---	--	--

14.0 DELIVERY FAILURE AND TERMINATION/LIQUIDATED DAMAGES & CONSEQUENTIAL DAMAGES

14.1 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.

14.2 DELAYED DELIVERY

14.2.1 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 (½%) 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 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, for which the delay has taken place, provided delivery stipulated in the Order/Contract is Unit/Set-wise.

14.2.2 The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller/contractor without notice to the seller/contractor of the stores not so delivered or their equivalent, without canceling the order/contract in respect of the stores not yet due for delivery.

14.2.3 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.

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

14.2.5 Where, action is taken under clause 14.2.2, the seller/contractor shall be liable for any loss, which the Purchaser may sustain on that account. The seller/contractor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be at the discretion of the purchaser. It shall not be obligatory on the part of the purchaser to serve a notice of such purchase on the seller/contractor.

	<p style="text-align: center;">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p style="text-align: center;">GENERAL COMMERCIAL TERMS & CONDITIONS</p>	<p>VOLUME— I PART-B REV NO. : 04 PAGE NO. 13 OF 21</p>
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15.0 GUARANTEE FOR PLANT/EQUIPMENT/STORES

15.1 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.

15.2 **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.

15.3 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.

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

15.5 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.

16.0 INSURANCE

16.1 Unless otherwise expressly specified in the special conditions of the Contract, the Seller/Contractor at his cost shall arrange, secure and maintain insurance pledged in favour of the Purchaser, to protect his interests and the interests of the purchaser, against all risks as detailed herein.

16.2 The Seller/Contractor shall be responsible for preferring all claims and make good the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title by itself shall not in any way relieve

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 14 OF 21
---	---	--	--

the Seller/Contractor of the above responsibilities during the period of the Order/Contract.

- 16.3 Any loss or damage to the equipment, during handling, transportation, storage, erection and commissioning, till such time the plant is taken over by the purchaser/owner, shall be to the account of the Seller/Contractor.
- 16.4 The risks that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riots, civil commotion, earthquakes, floods, weather conditions, accidents of all kinds, fire, war risk and such other risks . The scope of such insurance shall cover the entire Order/Contract value from time to time in the case of erection contracts also.
- 16.5 In addition, insurance as applicable for field work such as third party liability, workmen compensation, Seller/Contractor's own Tools & Plants and automobile insurance, shall also be arranged in the case of erection contracts.
- 16.6 All costs on account of insurance liabilities covered under the Order/Contract shall be to the account of Seller/Contractor. The purchaser may from time to time, during the validity of the Order/Contract, direct the seller/contractor in writing to limit the insurance coverage risks and in such a case, the parties to the Order/Contract will agree for a mutual settlement for reduction in Order/Contract price to the extent of reduced premium amounts.

17.0. **INTER-CHANGEABILITY AND CHANGES**

- 17.1 All similar components or parts of similar equipment supplied by the seller/contractor shall be interchangeable with one another.
- 17.2 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.

18.0 **PACKING**

- 18.1 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.
- 18.2 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 15 OF 21
---	---	--	--

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

18.4 PACKING FOR SPARES

18.4.1 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.

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

18.5 COLOUR CODING OF TAGS/MARKING/STICKERS

18.5.1 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.

18.5.2 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

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

19.0 MATERIAL RECEIPT CERTIFICATE

The Seller/Contractor shall arrange Material Receipt Certificate from the concerned project site, duly signed by the Site Engineer, after receipt of the material at site and its physical verification [wherever E&C is in the scope of seller/contractor](#).

20.0 CONSIGNEE'S RIGHT OF REJECTION

20.1 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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 16 OF 21
---	---	--	--

whether on account of any loss, storage, deterioration or damage before despatch or delivery or during transit or otherwise, whatsoever.

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

21.0 RISK IN STORES

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 or delivery or are in the course of transit from the seller/contractor to the consignee or interim consignee as the case may be.

22.0 WITHHOLDING AND LIEN IN RESPECT OF SUM CLAIMED

- 22.1 Whenever any claim or claims for payments of a sum of money arises out of or under the Order/Contract against the Seller/Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or sums in part from security, if any, deposited by the Seller/Contractor and for the purpose aforesaid, the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same, pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Seller/Contractor, the purchaser shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to from any sum or sums found payable or which at any time thereafter may become payable to the Seller/Contractor under the same Order/Contract or any other Order/Contract with the purchaser or any other person contracting, pending finalisation or adjudication of any such claim.
- 22.2 It is an agreed terms of the Order/Contract that the sum of money so withheld or retained under the lien referred to above will be kept withheld or retained as such by the purchaser till the claim arising out of or under the Order/Contract is determined by the Arbitrator or by the competent court, prescribed as the case may be and that the Seller/Contractor will have no claim for interest or retention under the lien referred to and duly notified as such to the seller. For the purpose of this clause, where the Seller/Contractor is partnership firm or a limited company, the

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 17 OF 21
---	---	--	--

Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

22.3 It is an agreed term of the Order/Contract that the sum of money so withheld or retained under this clause by purchaser which will be kept withheld or retained as such by the purchaser or till his claim arising out of in the same Order/Contract or any other Order/Contract is either mutually settled or determined by the arbitrator or by the competent court, hereinafter, provided, as the case may be, that the Seller/Contractor shall have no claim for interest or damages whatsoever on this account of or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the seller.

23.0 SALES CONDITIONS

With tenderer's acceptance of provision of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

24.0 SHORTAGES/DAMAGES

Any shortages or damages during transit, transportation or 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. Shortages in sound cases shall also be replenished free of cost.

25.0 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.

26.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

26.1 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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 18 OF 21
---	---	--	--

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.

- 26.2 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 cost of materials purchased.

27.0 TERMINATION OF THE CONTRACT

- 27.1 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 shall have no claim for compensation against purchaser on account of such cancellation.
- 27.2 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.

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 19 OF 21
---	---	--	--

28.1 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.

28.2 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.

28.3 Terms and Conditions shall not get affected in case of merger/amalgamation/re-arrangement/takeover etc.

28.4 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.

29.0 **FORCE MAJEURE**

29.1 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.

29.2 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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 20 OF 21
---	---	--	--

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.

29.3 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.

30.0 **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.

31.0 **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.

32.0 **SETTLEMENT OF DISPUTES**

32.1 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.


32.2 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.

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

33.0 **ARBITRATION**

33.1 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL COMMERCIAL TERMS & CONDITIONS	VOLUME— I PART-B REV NO. : 04 PAGE NO. 21 OF 21
---	---	--	--

33.2 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 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. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

34.0 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

35.0 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 1 Of 26
---	---	---	---

GENERAL TECHNICAL CONDITIONS

TABLE OF CONTENTS

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 2 Of 26
---	---	---	---

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).

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 3 Of 26
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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.

- 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 6 Of 26
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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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 7 Of 26
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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:
- a. An Organization Chart for the whole organization and qualification data for Bidder's key personnel.
 - b. An organization chart for the quality department.
 - c. Responsibility, Authority and Accountability of the Quality Department.
 - d. Design and Engineering control
 - e. 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.
 - f. Quality Control of process such as welding, heat treatment, non-destructive testing etc.
 - g. Quality control during manufacture and assembly.
 - h. Control, segregation and disposal of non-conformances and system for corrective and preventive action.
 - i. Preservation, packing and despatch control.
 - j. Handling and analysis of Customer's complaints
 - k. Calibration and control of instruments and gauges and other testing equipment
 - l. Quality audit, maintenance of records.
 - m. 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 8 Of 26
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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.

TITLE	SPECIFICATIONS NO.	REV. No.
WORKMANSHIP, REQUIREMENTS AND STANDARDS	ENG. AND CODES AND 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 10 Of 26
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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” weighed 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 11 Of 26
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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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 12 Of 26
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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 LOL.
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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 13 Of 26
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TITLE	SPECIFICATIONS NO.	REV. No.
RATING AND NAME PLATES	PES-100-914	03

1. 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.
2. 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.
3. 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.
4. 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.
5. The Rating/Name Plate shall be screwed to the equipment in a conspicuous position.
6. 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 14 Of 26
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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.

	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p align="center">GENERAL TECHNICAL CONDITIONS</p>	<p>VOLUME – II PART – A REV NO. : 03 PAGE NO. : 15 Of 26</p>
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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 hand 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 would 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 comers) 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/markings (not with main equipment) shall be done in the similar manner as of main equipment.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 16 Of 26
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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.
- Project Title, Contract Number and Destination Address
 - Package dimensions and Net/Gross Weights
 - Sings showing “Side-up”, slinging and sling position. “Fragile” in case of delicate equipment.
 - Any handling and unpacking instructions, if considered necessary.
 - 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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 17 Of 26
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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”.

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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 19 Of 26
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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.

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

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 21 Of 26
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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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 22 Of 26
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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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 23 Of 26
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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.

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.

	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p>	<p align="center">GENERAL TECHNICAL CONDITIONS</p>	<p>VOLUME – II PART – A REV NO. : 03 PAGE NO. : 25 Of 26</p>
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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.

	GENERAL CONDITIONS OF CONTRACT (GCC)	GENERAL TECHNICAL CONDITIONS	VOLUME – II PART – A REV NO. : 03 PAGE NO. : 26 Of 26
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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.

ANNEXURES

No.	DESCRIPTION
I	PRICE SCHEDULE
II	DECLARATION
III	SECURITY-CUM-PERFORMANCE BANK GUARANTEE BOND
IV	NON-CONFORMANCE REQUEST (NCR)
V	INSPECTION REQUEST
VI	REQUEST FOR ISSUE OF "C" FORM
VII	PERFORMANCE EVALUATION SYSTEM



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECTS ENGINEERING MANAGEMENT
BHEL HOUSE, SIRIFORT
NEW DELHI-110 049**

Not for Publication

For official use

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-I	REV NO. : 01 PAGE NO.: 1 OF 4
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ANNEXURE – I

1.0 PRICE SCHEDULE

Package Name :

Project :

S. No.	Description	Price (Rs.)
1.1	TOTALPRICE inclusive of all prevailing taxes, duties and other levies etc., for Design & Engineering, Manufacture, Inspection, testing, Supply/delivery (FREE ON PROJECT SITE), duly packed, etc., complete with all accessories including start up and commissioning spares as required, mandatory spares (if included in the scope) and Erection & Commissioning (if included in the scope), for the total scope as per tender specifications, taking into account all confirmations, clarifications and agreements till date. (Break-up to be given as at 2.0 of this Annexure.)	
1.2	TOTAL PRICE inclusive of all prevailing taxes, duties and other levies etc., for O&M Spares as per requirement of the Tender based on FREE DELIVERY ON PROJECT SITE.	

NOTES

- a) Itemwise breakup of the Prices shall be given separately in the enclosed Price Schedule (item-wise break-up).
- b/ Bidder should note that total price indicated above at 1.0 shall be considered for Price Evaluation and hence should be complete in all respect for the full scope defined and considering all terms and conditions agreed. However, Price of optional items, if any, shall not be considered for Price Evaluation.
- c/ Any item not included in the price quoted above and shown separately will not be considered.
- d/ In case, price indicated above does not match with the enclosed item-wise break-up and break up given at 2.0, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.
- e/ In case of Foreign Bidders, Prices shall be on F.O.B. basis inclusive of Indian Agent commission. Indian Agent Commission shall be payable in Indian Rupees and, therefore, it should be shown separately too. However, for evaluation purpose, Price will be calculated for **FREE DELIVERY ON PROJECT SITE.**

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-I	REV NO. : 01 PAGE NO.: 2 OF 4
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ANNEXURE – I

2.0 BREAK UP OF PRICE GIVEN IN 1.1 ABOVE

S. No.	Description	Price (Rs.)
2.1	1. Total basic price for Design & Engineering, Manufacture, Inspection, testing, Supply/delivery, duly packed, etc., complete with all accessories including start up and commissioning spares as required, for the scope defined as per technical specifications taking into account all confirmations, clarifications and agreements till date. 2. Total firm basic price for Mandatory Spares (if included in the scope)	
2.2	Total lumpsum towards Sales tax. (Indicate the rate, type of concessional form(s) required, Interstate/Intrastate sales tax).	
2.3	Total lumpsum towards Excise Duty (Indicate rate of excise duty) Note : Excise duty shall be paid at actuals against documentary evidence on your self manufactured items and not on your sub-vendor items. Payment of both sales tax as well as excise duty shall be limited to the amount indicated against Clauses 2.2 and 2.3 above respectively.	
2.4	Total amount of customs duty included for your imports, if any.	
2.5	Amount of any other taxes, duties, levies not specified above, but included. (Please specify the type of taxes, duties etc.)	
2.6	2.6.1 Amount of Freight charges included. 2.6.2 Total Weight Gross/Net	
2.7	Amount of Insurance charges included.	
2.8	Amount of Octroi included.	
2.9	Total amount for Maintenance tools and tackles.	
2.10	Price for the Performance testing included as per the scope of specification.	
2.11	Lump sum charges for Erection & Commissioning (if included in the Scope) inclusive of all taxes, duties and other levies.	
2.12	Others, if any (Please specify).	
	TOTAL (2.1 TO 2.12)	

NOTE : Total of 2.1 to 2.12 should tally with total of 1.1.

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-I	REV NO. : 01 PAGE NO.: 3 OF 4
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ANNEXURE – I

S. No.	Description	Price (Rs.)
3.0	Lump sum charges for Supervision of Erection and Commissioning. 3.1 Per day rate of E&C (Supervision Charges). 3.2 Charges for supervision of E&C for optional items. a/ Specify number of days. b/ Specify facilities to be provided by Purchaser.	
4.0	Currency wise import content, if any, shall be indicated (list of items which shall be imported for this contract shall be indicated). Exchange rates (latest) taken in your offer for all currencies.	
5.0	RECOMMENDED SPARES (OPTIONAL ITEM) Total lumpsum price inclusive of all taxes, duties, etc., on Free on Project Site basis for recommended spares for 3 years of O&M, prices of each item to be given by the bidder separately in the enclosed Price Schedule (Item-wise break-up) i.e. schedule of Unit Prices to be given.	
6.0	Following details shall be provided in separate Annexures. a/ Unit Prices for BOQ adjustments. b/ Prices for any other OPTIONAL items. c/ Unit Prices for extension of warranty period beyond contracted warranty period (quarterly/binually) basis (Optional)	

(Signatures of the Bidder with Name, Designation & Company's Seal)

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-II	REV NO. : 02 PAGE NO.: 1 OF 1
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ANNEXURE-II

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
Materials Management,
Projects Engineering Management
BHEL HOUSE, SIRI FORT,
NEW DELHI-110 049**

(Please delete whichever is not applicable.)

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURES-III	REV NO. : 01 PAGE NO.: 1 OF 2
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ANNEXURE-III

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 _____

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURES-III	REV NO. : 01 PAGE NO.: 2 OF 2
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office/Department/Division of Bharat Heavy Electricals Limited certifies that the 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 - IV	REV NO. : 01 PAGE NO.: 1 OF 3
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ANNEXURE-IV

NON-CONFORMANCE REQUEST (NCR)			
(GRANTING OF NCR DOES NOT ENTITLE ANY INCREASE IN PRICE OR EXTENTION OF SCHEDULE, TO VENDOR)			
PART-I (TO BE FILLED BY VENDOR)			
NAME OF VENDOR:		NCR NUMBER:	
SPECIFICATION TITLE:		SPECIFICATION NUMBER:	
PROJECT SITE:		LOI/PO NUMBER:	
DRAWING TITLE:		DRAWING NUMBER:	
DATE BY WHICH DECISION REQUIRED ON NCR:			
SL.NO.	REQUIREMENT AS PER SPECIFICATION/DRAWING	NON-CONFORMANCE OBSERVED/REQUESTED	REASON
PROPOSED ACTION:			
FORWARDED TO <input type="checkbox"/> CE <input type="checkbox"/> IA <input type="checkbox"/> SITE IA (2 Copies)		SIGNATURE	DATE
		SEAL	

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE - IV	REV NO. : 01 PAGE NO.: 2 OF 3
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ANNEXURE-IV

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	<input type="checkbox"/> Returned to Vendor <input type="checkbox"/> 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	<input type="checkbox"/> Returned to Vendor (Only in case NCR not approved) <input type="checkbox"/> 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
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DISTRIBUTION (1COPY EACH)	<input type="checkbox"/> VENDOR <input type="checkbox"/> SITE IA <input type="checkbox"/> IA <input type="checkbox"/> PEM-ENGG.			
		NAME	SIGNATURE	DATE

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE - IV	REV NO. : 01 PAGE NO.: 3 OF 3
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ANNEXURE-IV

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, CMP Department 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, CMP Department
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)	ANNEXURE-V	REV NO. : 01 PAGE NO.: 1 OF 2
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ANNEXURE-V

INSPECTION REQUEST
(From Vendor to BHEL Inspection Agency)

1. Project Site:					
2. Name of Vendor:					
3. BHEL's LOI/PO No.				Date:	
4. System/Item description:					
5. Items being offered for inspection with Sl.No. as per LOI/PO/Billing schedule:					
6. Description and Sl.No. of inspection as per quality plan:					
7. Quantity offered for inspection:					
8. Place of inspection (full address and name of sub-vendor, if any) Place: Address:					
9. Contact person (For Sl.No. 8 above) Name: _____ Designation: _____ Telephone: _____ Fax: _____ E-MAIL: _____					
10. Following documents are approved by BHEL and are available at the place of inspection: (A) Quality Plan (B) Drawings (C) Data Sheets, Characteristic curves etc. (D) Plant standards					
11. Required date of inspection: _____ Weekly off day: _____ Working hours: _____ Likely duration (no. of working days): _____ (At least 15 days prior notice shall be given by the Vendor to Inspection Agency)					
We hereby certify that the above items are complete in all respects and have been fully inspected/tested by us and are found to be as per technical specification/approved drawings/data sheets/characteristics curves and are acceptable to our QC department. The detailed inspection and test reports of our QC department are enclosed.					
VENDOR'S PARTICULARS					
Name	Designation	Signature	Place	Date	Seal

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-V	REV NO. : 01 PAGE NO.: 2 OF 2
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**BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE QUALITY SURVEILLANCE
REGIONAL INSPECTION AUTHORITY**

(AS ON 01.01.2001)

CQS Centre	ADDRESS WITH NAME OF INCHARGE S/SHRI	TEL.NO. FAX NO.	JURISDICTION
Delhi (A)	K.L. ARORA, SDGM/CQA BHEL, 15 TH Floor, H.T. House, KG Marg, New Delhi-110001	Tel. 011-3327708, 3311221/302 Fax: 011-3310809	Delhi, UP, Haryana, Punjab, Rajasthan, Gwalior (MP)
Mumbai (E)	D.VEEARAGHAVAA RAO AGM/CQA BHEL, 15 TH floor, Centre-I, World Trade Centre, Cuffe Parade, COLABA, Mumbai-400005	Tel.022-2181571, 2188223 Fax 022-2151461, 2187850	Maharashtra (excluding Aurangabad & Walchand Nagar - see Secunderabad; Ratnagiri & Sangli -see Bangalore; Jalgaon & Nagpur – see Bhopal), Gujarat (excluding Vadodara – see Bhopal), Daman
Calcutta (C)	Pratik Mahajan, DGM/CQS, BHEL, 7 TH floor, Jeevan Sudha Building, 42-C, Jawahar Lal Nehru Road, Centre, Kolkata - 700071	Tel 033-2881656, 2281589 FAX 033-2881590	West Bengal, Assam, Bihar, Orissa
Chennai (B)	N. Srinivasan, AGM/Q, BHEL, 141, ARR Complex, North Usman Road, T. Nagar, Chennai - 600017	Tel. 044-8283847, 8282687 FAX 044-8204594	Pondicherry, Kerala, Tirupati (AP), Tamilnadu excluding Hosur (see Bangalore)
Bangalore (D)	R. Rathanakaran, SDGM/Q, BHEL, 2 ND Floor, KFC Complex, 48, Church Street, Bangalore-560001	Tel. 080-5586968, 5559877 FAX 080- 5587329	Karnataka, Goa, Ratnagiri & Sangli (Maharashtra), Hosur (TN)
Secundeabad (F)	S.K. Verma, SDGM/Q, BHEL, Ek-Tara Bldg, 39, S.D. Road, Secunderabad-500003	Tel. 040-7704290, 7704500 FAX 040-7701147	Andhra Pradesh (excluding Tirupati – see Chennai), Aurangabad & Walchand Nagar (Maharashtra)
Bhopal (G)	A.H. Khan, DGM/CQS, BHEL, Block III Annexe Western Wing, Bhopal-462022	Tel: 0755-506402, 586100 FAX 0755-540425, 587591	Madhya Pradesh (excluding Gwalior – see Delhi), Jalgaon & Nagpur (Maharashtra), Vadodara (Gujrat)

NOTE : Above information is tentative and subject to change from time to time.

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-VI	REV NO. : 01 PAGE NO.: 1 OF 1
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ANNEXURE-VI

(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. Invoice number and date :
- II. Items Description :
- III. "C" Form value :
- IV. 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-VII

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.

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

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 applicable; Submission of final technical documents, O & M manuals and as built drawings complete and in time.	}	5
	}	
	}	

Promptness in reply / attending quality problems at site 5

	GENERAL CONDITIONS OF CONTRACT (GCC)	ANNEXURE-VII	REV NO. : 01 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 :

- a) Item not offered as per Inspection Requirement.
- b) Non - availability of calibrated instruments at the time of inspection at Seller/Contractors' works.
- c) 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 :

- | | | |
|----|---|-----|
| a) | Items /systems meets all design and guarantee parameters | 1.0 |
| b) | Items / systems satisfy the design / guarantee parameter with minor deviations & functionally acceptable. | 0.9 |
| c) | Items / systems are put into service with rework at site | 0.8 |
| d) | Contractual requirements like timely erection /warranty obligations/service after sales etc. not met | 0.7 |
| e) | 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.