



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant
Works Contract Management (WCM) Department
TARNA, SHIVPUR, VARANASI-221003

TENDER DOCUMENT

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| Name of Work: - Supply, fabrication, installation, testing & commissioning of PNG supply pipe line above ground level at BHEL HERP Varanasi |
|--|

TENDER NO.: HERP/WCM/MS/GAIL-PNG/ PIPE LINE/24-25

DATE. 28.08.2024

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Notice Inviting Tender (NIT)

TENDER NO - HERP/WCM/MS/GAIL-PNG/ PIPE LINE/24-25

DATE. 28.08.2024

Tender is invited for '**Supply, fabrication, installation, testing & commissioning of PNG supply pipe line above ground level at BHEL HERP Varanasi**' from bidders, as per details mentioned under:

| Last Date of submission of Tender | As mentioned in GeM Bid |
|--|-------------------------|
| Date and Time for opening of Technical Bid | |

| Sl. No. | Name of work | Earnest Money Deposit (EMD) | Security Deposit (SD) | Reverse Auction (RA) | Period of contract | Cost of Tender Document |
|---------|---|-----------------------------|-----------------------|----------------------|--------------------|-------------------------|
| 1. | Supply, fabrication, installation, testing & commissioning of PNG supply pipe line above ground level at BHEL HERP Varanasi | NIL | 10% of Awarded value | Not Applicable | 30 Days | NIL |

- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions etc. to the tender will be hosted on GeM portal (<https://gem.gov.in/>), only and will not be published in any other media. Bidders should regularly visit above websites to keep themselves updated.
- Bidder to note that this is an e-tender and bidders have to submit this only through GeM portal (<https://gem.gov.in/>) site only. No hard copies of tender shall be accepted.**
- Bidder is requested to contact undersigned for any query or clarification.

(Issued by)
 Atendr Kumar Pal
 Deputy Manager (WCM)
 Email: atendrpal@bhel.in
 Mobile No. 08765956501

- BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
- If any document submitted by the bidder is found false at any stage, the bid/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.



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DIRECTIONS TO PARTIES FOR TENDERING

1. Bidder to note that work will be awarded at lowest quoted Rates. All other details regarding the same will be as per General Condition of Contract (GCC).
2. Party may visit the site for assessment of actual quantum or nature of work if they wish before quoting their rates.
3. This is two part bid system and the bidder should submit separate Technical Bid & Price Bid as per details mentioned under:

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. Details of Bid & Bidder
3. Scope of Work and Special Conditions of Contract
4. BOQ and Price schedule
5. Pre-Qualification Criteria (PQC)
6. Bid Security Declaration Format
7. No deviation certificate
8. General Condition of Contract (GCC)
9. Bidder's Declaration
10. Guideline of Petroleum and Natural Gas Regulatory Board

Part-II (PRICE BID)

1. Price to be quoted **on GeM Portal only.**
4. Tenders shall be opened by authorized officers of BHEL at their office at the time and date as specified in the tender notice in the presence of bidders or their authorized representative who may be present.
5. A representative of bidder (only 01 per bidder) shall be permitted to be present at the time of opening of bid. However, ***the bidder should give prior intimation of the same & seek permission after giving details of its representative by contacting designated person as per details mentioned in NIT at least 01 days in advance.***
6. The successful Tenderer shall submit security deposit (if applicable) and must sign contract agreement (if required) within 15 days from the date of GeM contract order given by Bharat Heavy Electricals Limited and further start the work under reference.
7. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor.



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Details of Bid & Bidder (To be filled by bidder)

| Sl. No. | Description | To be filled by bidder |
|---------|---|---|
| 1 | Bidder Offer No. & Date | |
| 2 | Legal Name of the bidder (as mentioned in GST registration) | |
| 3 | Address for Communication | |
| | | State |
| | | PIN code: |
| | | Mobile No. |
| | | Phone / Fax No. |
| | | Name of Contact Person |
| | | Email ID |
| 4 | Type of firm | Individual / Proprietorship / Partnership / HUF / Association of Persons / Private Limited company / Public Limited company |
| 5 | GST registration No. | |
| 6 | PAN No. | |
| 7 | UDYAM Registration No. (If available) | |
| 8 | Remark (If any) | |

Certificates to be attached:

Copy of PAN, GST Registration Certificate., UDYAM Certificate (for MSMEs).



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Scope of Work and Special Conditions of Contract (SCC)

| Sl. | Description |
|-----|---|
| 1 | Parties are advised to visit the site for assessment of nature and quantum of work before submitting their bid. L-1 shall be decided on overall quoted price by the bidder. |
| 2 | Contractor must have worked in GAIL pipe line for supplying the PNG and inspection of their work is done by third party /Independent authorized agency of their previous work. Documents in this regard must be submitted by the contractor along with technical bid. |
| 3 | The contractor shall execute the work as per instruction of Engineer-in-charge. All the items supplied by Contractor shall have to be checked and approved by Engineer-in-charge before use. |
| 4 | Contractor shall ensure supply of items of specified brand only. |
| 5 | Areas to be covered under above work: CNC Profile gas cutting machine (Location: New Production Shop), Centrifugal casting machine (Bay-III) and Canteen/Kitchen. |
| 6 | Any road/rail crossing where excavation work if requires, shall be in BHEL scope. |
| 7 | Party shall arrange all tools and tackles for all work at the site at their own cost and risk and no extra charges shall be paid by BHEL. Free electricity will be provided by BHEL |
| 8 | It is responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all the Statutory safety precautions, rules and BHEL safety norms. Contractor should provide and ensure use of personal Protective Gears by his worker for safety working. |
| 9 | In case of any accident causing injury or casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. |
| 10 | Contractor should ensure to provide immediate medical help to his injured worker(s) and should provide compensation as per U.P. Gov. Workmen's Compensation Act, 1923' in case of injury or casualty while on work. |
| 11 | Work completion period: 30 days which includes 7 days of mobilization period and 23 days of work completion period. Days shall be counted as per site availability to contractor for carrying out the work. If party fails to meet the schedule, penalty for the late delivery shall be implemented at the rate of 0.5% per week limited to maximum limit or 10% applicable on the total contract value. |
| 12 | The repairing work & visit for attending work shall be completed by the party within 02 days of receipt of complaint. |
| 13 | Release of Payment: Payment shall be released within 30 days of bill submission as per GCC clause 4.3 after successful completion of work, Testing by third part agency/Independent agency and submission of invoice. All such payments shall be released after deduction of taxes, statutory liabilities, Liquidated damages & risk purchase cost. In case of any dispute regarding amount of payment, the decision of Accepting authority shall be final. |



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| | |
|----|--|
| 14 | Warranty Clause: There will be six-month warranty against workmanship from date of completion of work and standard manufacturer warranty shall be applicable against materials used from the date of supply in BHEL. Contractor shall submit warranty card/ certificate as required. |
| 15 | All statutory taxes & levies shall be deducted from the payment, as per prevailing government rules. |
| 16 | General conditions of contract (GCC) will be applicable on this contract. If there is any difference between general conditions of contract and special terms and conditions then special terms and conditions shall be applicable. |



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BOQ and Price schedule

| Supply, fabrication, installation, testing & commissioning of PNG supply pipe line above ground level at BHEL HERP Varanasi | | | | | |
|--|---|-------------|-------------|----------------------------------|---------------------|
| Sl. No | Description of work | Qty. | Unit | Unit Rate (excluding GST) | Amount (Rs.) |
| 1 | Supply, fabrication, installation, testing & commissioning of PNG supply pipeline above ground consisting of the following with all accessories as per GAIL standard/ specifications. | | | | |
| 1.1 | Mild Steel Pipes as per IS:1239 heavy/C class pipe with seamless SCH40/ IBR certified fittings e.g. Tee, elbow, flanges duly welded, Proper approved clamps, supports and 2 coat of red oxide and 2 coat of enamel golden yellow up to satisfaction of engineer-in-charge complete as per specifications and as per design. Make: JSL/MSL / TATA Size : DN 50mm | 60 | Metres | | |
| 2 | Pipe clamp on wall 50X50X5 MS with rubber padding FOR WALL 12"X8" (PROVISION OF 2 NOS THROUGH BOLT FASTNERS) Plastic Dip coated galvanised "U" clamp shall be provided to support the pipe of size 2" and higher. hanger or wall pipe clamps Gap not more than 2000 mm and hangers. Make: JSL/MSL / TATA Size : DN 50mm | 80 | kg | | |
| 3 | Ball Valve FLANGED Cast Steel (WCB) Full Bore Fire safe 2pc FL-150 L2FF1C including 2 Nos. ASA raised face 20 mm thick flange, metallic gasket galvanised bolt/ studs with supports at both end. Make: LnT Size : DN 50mm | 6 | Nos. | | |
| 4 | Ball Valve Socket Weld/Screwed Cast Steel (WCB) Full Bore Fire safe 3pc CI 800 L3FBTCF / L3FSWCF, Make: LnT Size : DN 15mm | 6 | Nos. | | |
| 5 | For pressure range from 0 to 4 Kg/cmsq SS Body burden type | 6 | Nos. | | |
| 6 | Pressure testing as per GAIL guidelines, COMPRESSED AIR/NITRO | 1 | Nos. | | |
| 7 | Testing commissioning and third party inspection certification through Govt. Approved agency | 3 | Nos. | | |
| Total | | | | | |
| GST @ 18 % | | | | | |
| Total Amount including GST | | | | | |
| Bidder to Quote this derived price in GeM portal--->. | | | | | 0.00 |



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Note:

- | |
|--|
| 1. Bidder to fill their competitive rate in Yellow marked cell for each line item. |
| 2. Bidder to Quote derived price in GeM portal (as derived in blue colour cell) . |
| 3. Bidder has to submit Financial Document Indicating Price Break Up on GeM portal. |
| 4. Excel Sheet is made available on GeM portal. |
| 5. Bidder must not make this sheet (filled) as a part of Technical Bid. |



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Pre- Qualifying Criteria (PQC)

A. TECHNICAL QUALIFICATION:

Parties should meet all the following criteria to participate in above tender enquiry:

1. Experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:
 -
 - a) Three similar completed works costing not less than the amount of Rs. **1,18,519/-** including taxes.
 - b) Two similar completed works costing not less than the amount of Rs. **1,48,149/-** including taxes.
 - c) One similar completed work costing not less than the amount of Rs. **2,37,038/-** including taxes

Similar works means: -

“Supply, fabrication, installation, & commissioning of PNG supply pipeline above ground level and complete in all respect including testing at applicable pressure and testing by third party/ independent agency”

Note: -

Copy of work order/ LOI/ LOA along with completion certificate or commissioning certificate or MOM (confirming completion or Commissioning of work) or handing over certificate from Bidder's customer for similar works shall be submitted in Techno-commercial bid. The submitted document must contain amount of value of work executed. BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. & email address of issuing authority is to be submitted by the Bidder in Techno- commercial bid. In case BHEL intends to visit Bidder's customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).

B. FINANCIAL QUALIFICATION

Bidders should have average annual financial turnover of **Rs. 88,889/-** including taxes during last 03 financial years 2020-21, 2021-22 and 2022-23. Bidder to submit following documents as proof-

CA Audited Profit / Loss and Balance Sheet with UDIN No.

Or

ITR for the same financial year (Income Tax Return) in which their Gross Income shall be considered for turnover value mentioned above

Or

CA Certificate certifying bidder's turnover with UDIN No.



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Bid Security Declaration Format

Tender No: _____

Date: _____

To,

Bharat Heavy Electricals Limited
Regd. Office: BHEL House,
Sirifort, New Delhi-110049

I/We undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding against Bharat Heavy Electricals Limited Regd. Office: BHEL House, Siri fort, New Delhi-110049 tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
 - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
 - b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following,
 - a. If I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
 - b. the expiration of the validity of my/our Bid or any extension thereof.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of..... (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the Bid)



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No Deviation Certificate

It is stated that we have not taken any deviation from any of the Special Terms and Conditions for **"Supply, fabrication, installation, testing & commissioning of PNG supply pipe line above ground level at BHEL HERP Varanasi"** while quoting the rates. All terms & conditions mentioned in the Special Terms & conditions are acceptable to us except following:

- 1.
- 2.
- 3.

Thanking you,

Yours Sincerely

Signature, seal and address of the party



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GENERAL CONDITIONS OF CONTRACT
For
WORKS/SERVICE CONTRACTS



BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR
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| | |
|------|--------------|
| 7.13 | OTHER ISSUES |
|------|--------------|

CHAPTER I

1.0 DEFINITIONS

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- a) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically mentioned.
- b) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean and include General Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers.
- c) "WORK" means all Permanent and Temporary Works as described in the Scope of Work and BOQ in individual work order and /or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer - Incharge in writing, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- d) The "SITE" means the land and/ or other place on/into/ through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- e) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- f) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an employee of BHEL as may be duly appointed and authorized by Competent Authority/Accepting Officer of BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- g) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI - 110 049, or its unit HEAVY EQUIPMENT REPAIR PLANT located at Tarna, Shivpur Varanasi, Uttar Pradesh -221003.
- h) "COMPETENT AUTHORITY" /" ACCEPTING OFFICER" shall mean Executive Director or General Manager (In charge) or General Manager-Head of Unit (HERP) or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In charge) or General Manager of BHEL.
- i) "DEFECT LIABILITY PERIOD" (DLP) in relation to a work means the specified period from the date of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication/erection/construction defects covering all materials plants,



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equipment, components, and the like supplied by the Contractor, works executed against workmanship defects.

- j) "Letter of Intent/Letter of Award (LoA)" means the formal letter of intent or letter of acceptance or letter of award issued by BHEL.
- k) "SCC" means 'Special Conditions of Contract forming part of this Contract / Agreement.
- l) "Bill of Quantity" shall mean subsequent to the placement of the Contract/Agreement/Purchase Order the successful bidder shall be required to furnish the detailed price break-up within a specified time frame. This detailed break-up of items and prices shall be considered as Bill of Quantities (BOQ).
- m) "Engineer" shall mean an Executive or Engineer in charge.
- n) "NIT" shall mean Notice Inviting Tender.
- o) "First Party" shall mean BHEL.



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CHAPTER II

2.0 GENERAL INSTRUCTIONS TO THE TENDERERS

2.1 GENERAL INSTRUCTIONS

The General Condition of Contract form part of the Tender Specifications. All pages of the tender documents shall be duly signed stamped and submitted along with the offer by the tenderers.

Tenderers are advised to study all the tender documents carefully. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

2.2 SUBMISSION OF TENDERS

2.2.1. The tenderers must submit their tender as per instructions in NIT.

2.2.2. Tenders submitted by Post shall be sent by Post with due allowance for any postal/ courier delays. BHEL shall not be responsible for any postal delay.

2.2.3. Tenders shall be signed by a person authorised/empowered to do so. In case the tender is signed by an individual other than the sole proprietor, an attested copy of the power of attorney shall be submitted by bidder along with tenders with details mentioned under:

| | |
|----------------------|---|
| For proprietary firm | Proprietor's full name, address and place & nature of business. |
| For partnership firm | The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. |
| For companies | Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof. |

2.2.5. Unless otherwise specified in NIT the bids shall be invited in two parts:

PART I (Techno-Commercial bid) - This shall consist of following documents:



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- Signed & stamped copy of all pages of NIT.
- Technical specifications of the offer.
- Duly filled, signed & stamped forms and documents in support of meeting the pre-qualifying requirement.
- Signed and stamped copy of Price Bid Format (without price).
- Documentary evidence like Cash Receipt, EFT/UPI receipt, DD, FDR, Banker's cheque / Pay order etc for proof of payment against Tender Document Cost and Earnest Money Deposit (EMD).

PART II (Price Bid) - This shall consist of price bid in format specified in NIT.

2.2.6 The Part-I (Techno-Commercial bid) and Part-II (Price Bid) shall be submitted by bidder as specified in NIT.

2.3 EVALUATION OF TENDERS

- (i) Techno-Commercial bids submitted by the tenderer will be opened first and evaluated for fulfilling Pre Qualifying requirement and other conditions in NIT/ Tender documents
- (ii) The Techno-Commercial bids will be opened as per date & time mentioned in NIT.
- (iii) The Bidder or his authorised representative may be present at the time of opening of bid on the specified date after seeking written permission in this regard from Tender Inviting authority. Written permission shall be taken for this purpose prior to tender opening date. A copy of confirmation /acceptance must be produced in the office by the person attending the opening of bid else he shall be denied permission to attend the opening of bid.
- (iv) In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

2.4 EARNEST MONEY DEPOSIT (EMD)

2.4.1 EMD amount will be as indicated in NIT. EMD shall not carry any interest.

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

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender Opening).
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iv) Fixed deposit receipt (FDR) issued by any scheduled banks/ Public Finance Institutions as defined in Companies Act (FDR should be in the name of the **contractor, a/c BHEL Varanasi**).
- (v) Insurance Surety Bonds

Account details of BHEL-HERP, Varanasi are as mentioned below:

| EFT /RTGS Details | UPI Details |
|--|---|
| Bank Name: State Bank of India, IFSC Code: SBIN0000201, Account No: 011103264820, Branch Code: 0201, Address: State Bank of India, Main Branch Kachaheri, Varanasi. | Scan & Pay Using Any UPI App to UPI ID: bhel20@sbi MERCHANT NAME: BHARAT HEAVY ELECTRICALS LTD |



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In addition to above, if the EMD amount is more than Rs Two Lakh, the amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee (BG) from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. SFMS message must be included along with BG. ***Format of BG for EMD, List of scheduled banks and beneficiary bank account will be provided to bidders separately in case the EMD amount happens to be more than Rs Two Lakh.***

2.4.3. FORFEITURE OF EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender, which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- 2.4.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with due approval.
- 2.4.5 EMD of successful tenderer will be retained as part of Security Deposit.

2.5 SECURITY DEPOSIT (SD)

2.5.1. The total amount of Security Deposit would be as mentioned in NIT. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

2.5.2. The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. ***Format of BG for SD, List of scheduled banks and beneficiary bank account will be provided to bidders separately to successful bidder(s).***
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the **Contractor, a/c BHEL, Varanasi**)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- vi) Insurance Surety Bonds



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(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

2.5.3. COLLECTION OF SECURITY:

- 2.5.3.1 At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor until the total amount of the required Security Deposit is collected.
- 2.5.3.2 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 2.5.3.3 In case of delay in submission of performance security, enhanced performance security, which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- 2.5.3.4 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- 2.5.3.5 (Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

2.5.4 REFUND OF SECURITY DEPOSIT:

- 2.5.4.1 After expiration of the Defect Liability period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit shall be refunded to the contractor as follows:
 - 100% shall be released after satisfactory completion of the Defect liability period of the work after verification/certification by Engineer-In-charge.
- 2.5.4.2 The Defect liability period of work shall be as per section 2.6.

2.6 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD

Unless otherwise specified in Special Conditions of contract (SCC), the contractor shall be responsible for the quality of the workmanship and shall make good or remedy at his own expense within defect liability period, which shall be for a period of 12 months from date of completion of works or else as mentioned in special conditions for contract. During this period the contractor shall rectify free of cost all defects due to faulty erection, installation & commissioning detected during defect liability period. In the event of the contractor, failing to repair the defective works within the time specified by the Engineer, BHEL might proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights & recover the same from the Security deposit. Completion date of work shall be considered as provided in Form WAM 7 of Works Accounts Manual 2017.

2.6.1 BANK GUARANTEES

- 2.6.1.1 Wherever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with:



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- Bank Guarantees shall be from scheduled Banks/ Public Financial Institutions as defined in the companies Act.
- The Bank Guarantees shall be as per prescribed format approved by BHEL.
- It is the responsibility of the bidder to get the Bank Guarantees revalidated/ extended for the required period (subject to a minimum period of 6 months), as per the advice of Engineer in charge.
- BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- In case of extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Head of Department and approved by the Head of unit.

2.6.1.2. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder

2.6.1.3. Bidders to note that any corrections to the Bank Guarantees shall be done by issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

2.6.1.4. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the head of contracting department.

2.6.1.5. The validity of Bank Guarantee towards security deposit shall initially be up to completion period plus defect liability period plus 3 months, and the same shall be further kept valid as per advice of Engineer in charge. Claim period will be 3 months more than validity period.

2.6.1.6. Further BHEL reserves the right of forfeiture of security deposit in addition to other claims & penalty in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms & conditions of the contract. BHEL reserves the right to set off the security deposit against any claims of any contracts with BHEL.

2.6.1.7 Release of SD: 100% SD shall be released only after expiry of Defect liability period subject to satisfactory completion of work as per contract & submission of claim as per prescribed claim format.

2.7 TENDOR COST:

Bidders must deposit the Tender cost as mentioned in the NIT through EFT and submit proof of the same along with bid.

2.8 VALIDITY OF OFFER:

The validity of the offer shall be 90 days or else as specified in NIT.

2.9 RIGHT OF BHEL TO REJECT TENDERS:

2.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.



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- 2.9.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 2.9.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.
- 2.9.4 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidders happen to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s). When the tender is on GEM portal, in case of multiple L1, effective L1 will be decided through system available on GEM portal. BHEL's decision in such situation shall be final and binding.



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CHAPTER III

3.0 CONTRACT EXECUTION & PERFORMANCE

3.1. GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION

- 3.1.1. The decision of BHEL regarding interpretation of any of terms and conditions set forth in the agreement shall be final and binding on the contractor.
- 3.1.2. In case of any discrepancy between the specification and / or the drawing, the Accepting Officer shall be the deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any minor details of construction, which are essential and reasonably & fairly intended for the satisfactory completion for the work in the opinion of the Accepting Officer, the decision of Accepting Officer shall be final and conclusive.
- 3.1.3. The contractor shall, at his own expense, supply all stores and material required for the contract other than those, which may be provided by BHEL at the rates detailed therein subject to availability at the place of issue indicated therein. All stores and materials to be supplied by the contractor shall be of the best quality as described in the specification and the contractor shall ensure that the stores and materials comply with the specifications.
- 3.1.4. The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.
- 3.1.5. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. Contractor/ authorized supervisor of the contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3.1.6. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3.1.7. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 3.1.8. The successful tenderer's responsibility under these contracts commences from the date of issue of the letter of intent (LOI) by BHEL. The tenderer shall submit unqualified acceptance to the letter of intent/ award within the period stipulated therein.
- 3.1.9. The successful tenderer shall be required to execute an agreement with BHEL in the prescribed format 'within time limit specified by BHEL in LOI/LOA (maximum 30 days)' and in any case before releasing the first running bill. The contract agreement shall be signed by a person dully authorized / empowered by the tender. The write-up for agreement will be provided by BHEL and cost of non-judicial stamp paper will be borne by contractor.
- 3.1.10. After signing the formal contract agreement, as above, BHEL shall issue work order to the party containing all salient features of the contract agreement required by both the parties.



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3.1.11. Contractor shall carry out operations hereunder with due diligence and shall maintain strict discipline and shall abide by and conform to all rules and regulations promulgated by BHEL. Should BHEL feel that the conduct of any of contractor/subcontractors employees is detrimental to Organization's interest & Safety, BHEL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job.

3.2. WORK COMPLETION TIME

- 3.2.1. Time is the essence of the contract and is specified in the Special Conditions of Contract of the Tender document
- 3.2.2. After issuance of LOI (through E-Mail/Fax/Courier), contractor shall report to the Manager of BHEL-HERP, Varanasi within 07 days and make Kick-of-Meeting (KOM) for discussing & finalizing start date of work, detailed completion program, mobilization of manpower & other resources and other related issues. Date of Start of Work shall be reckoned as 15 days after date of issue of LOI. However, the date of start of work may be reviewed and changed by Engineer In-charge of BHEL-HERP, Varanasi with recorded reasons in the KOM.
- 3.2.3. If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest money and or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 3.2.4. The contract shall be considered and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of contract, BHEL shall issue a completion certificate as per standard format, based on specific request of contractor.
- 3.2.5. The entire work shall be completed by the contractor within the time schedule or within such extended periods as may be allowed by BHEL.

3.3. EXTENSION OF TIME FOR COMPLETION

- 3.3.1. If the completion of work as detailed in the scope of work is delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.
- 3.3.2. Based on the progress review & performance evaluation, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of the backlog attributable to the contractor. Any further 'Time extension' at the end of the previous extension shall be worked out similarly.
- 3.3.3. However, if any 'Time Extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk & cost of contractor.
- 3.3.4. At the completion of progressive / milestone work / total work as certified by BHEL Engineer and upon total delay analysis, the portion of time extensions attributable to (i) Contractor, (ii) Force Majeure conditions and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled



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date of completion and the actual date of completion of contract. LD shall be imposed / levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

3.4. PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

- 3.4.1. As soon as possible after awarding of work, the Engineer-In-charge and the contractor shall (if so required by the Engineer-In-charge) agree on major milestones/ Action Plan / time and progress chart for completion of the work within scheduled time. The chart in the work order shall have the completion date of the individual items thereof and/ or the contract or order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various processes or sequences of the work, and shall be amended as may be required by agreement between Engineer-In-charge and contractor writing the limitations of time imposed in the tender document or order.
- 3.4.2. In the absence of any specific time and progress chart to be agreed to between the contractor and Engineer In charge, the contractor shall ensure and maintain, uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and the proportion of work that shall be completed up to any time in relation to the entire work to be done under the contract or order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the tender documents or order.
- 3.4.3. The contractor shall suspend the execution of the work or any part or parts thereof whenever called upon in writing by the Engineer-In-charge. The contractor will be allowed an extension of time for completion limited to not less than the period of suspension but no other claim in respect for compensation or otherwise whatsoever will be admitted. Time may also be extended to allow for alteration of work made by the deviation order as may be decided upon by the Engineer-In-charge in consultation with the contractor.
- 3.4.4 Unless otherwise specified in the Special conditions of contract, evaluation of Contractor Performance shall be carried out as per procedure for performance evaluation. These shall also be used for evaluation of bids for future tenders.

3.5. QUANTITY VARIATION

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value unless specifically mentioned in NIT.

Increase in quantity by contractor / vendor will be done only after getting confirmation from BHEL / Site Engineer. Quantity variation of 30% in plus side will not require any approval provided there is no increase in contract price. If there is change in contract price, approval from competent authority is required

3.6. Removed/Deleted

3.7. STRIKES & LOCKOUT

- 3.7.1. The contractor will be fully responsible for all disputes and other issues connected with his labour.
- 3.7.2. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one



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month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be at risk & cost of the Contractor.

3.8. DELAY AND EXTENSION OF TIME:

3.8.1 The Contractor shall be entitled to extension of time in following cases:

3.8.1.1 FORCE MAJEURE

The following shall amount to Force Majeure: -

- 3.8.1.1.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil Commotion, local combination of worker strike or lockout, Police Action, Revolution, Flood, serious loss or damage by Fire, Cyclones, Earthquake and epidemic and other similar causes over which the contractor has no control.
- 3.8.1.1.2 Non-availability of stores, which are responsibility of BHEL etc. the same shall be covered under force majeure.
- 3.8.1.1.3 Because of any other cause, which in the absolute discretion of the (Accepting officer of the contract) beyond the contractor control.

- 3.8.1.2. The Contractor's work held up for not being given possession of or access to the Site by BHEL.
- 3.8.1.3. Instruction of the Engineer-in-charge to suspend the Works and the Contractor not being in default as to reasons of suspension;
- 3.8.1.4 Any order of Court restraining the performance of the Contract in full or in any part thereof;
- 3.8.1.5 Any other event or occurrence which, according to BHEL is not due to the Contractor's failure or fault, and is beyond its control without BHEL being responsible for the same;
- 3.8.1.6 Acts or omissions of other Consultants in executing their works not forming part of the Contract.

3.8.2. Except as mentioned above, the Contractor shall not be entitled to any extension of time for any reason whatsoever including:

- 3.8.2.1. The Contractor shall not be entitled to any extension of time where the instructions or acts of BHEL are necessitated by or intended to cure any default of or breach of the terms of the Contract committed by the Contractor;
- 3.8.2.2. The Contractor shall also not be entitled to any extension of time where any delay is due to:
 - The failure of its Subcontractor, to commence or to carry out the part of the Works in due time; or
 - Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials; or
 - Inclement weather conditions except in case of Force Majeure;

3.8.3. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by factors mentioned in Clause 3.8.1 above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor reports to BHEL in writing the causes of delay within 07 days of its occurrence and the contractor shall not be eligible for any compensations.

3.8.4 When in such case(s) the accepting officer (or higher Authority), on recommendation of the Engineer-In- charge, may make fair and reasonable extension, in the completion date of the individual items of work of the contract as a whole. Such extension, which



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will be communicated to the contractor by the Engineer- In-charge in writing, but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-In-charge to proceed with the work.

3.9. INSURANCE

- 3.9.1. BHEL shall arrange for insuring the materials/properties of BHEL covering the risks during transit, storage, erection and commissioning.
- 3.9.2. It is the sole responsibility of the contractor to insure his materials, equipment, workers, etc. against accidents and injury while at work and to pay compensation, if any, to workers as per Workmen's compensation Act.
- 3.9.3. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / labor belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 3.9.4. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer.
- 3.9.5. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.
- 3.9.6 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

3.10 TEMPORARY WORKS

- 3.10.1 All Temporary Works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at its own cost and subject to the consent of the Engineer-in-Charge, shall be removed by the Contractor at its own expense when such Works are no longer required and in such manner as the Engineer-in-Charge shall direct. In case the Contractor fails to remove the Temporary Works on completion of the Works, the Engineer-in-charge is authorized to get such Temporary Works removed and recover the cost thereof from the Contractor or deduct such costs from the payments to be made to the Contractor.
- 3.10.2 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.



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CHAPTER-IV
4.0 VALUATION AND PAYMENT

4.1. RECORDS AND MEASUREMENTS:

- 4.1.1. All items having a financial value shall be entered in the BHEL Measurement book so that a complete record is obtained on all work performed under the contract.
- 4.1.2. Measurement shall be carried out as per unit mentioned in the bill of quality (price-bid).
- 4.1.3. The measurements shall be taken jointly by any person or persons duly authorized on the part of the BHEL and the contractor.
- 4.1.4. The Engineer-In-charge shall give reasonable notice in writing to the contractor for appointments for measurements.
- 4.1.5. The contractor shall without extra charge, provide assistance with appliance and other things necessary for measurements.
- 4.1.6. The contractor shall bear all the cost of measurement of his work.
- 4.1.7. Measurement shall be entered in the BHEL measurement book and signed and dated by both parties on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of BHEL in the Measurement Book or against the item or items objected to, and such note shall be signed and dated by both parties engaged in taking the measurements.
- 4.1.8. If as a result of such objection it becomes necessary to re-measure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that error found by this re-measurement amounts to less than 5% (five percent) of the value as recorded by the first measurement.
- 4.1.9. If the contractor's representative fails to attend when required, the Engineer-in-Charge shall have power to proceed by himself to take measurements, and in that case, these measurements shall be accepted by the contractor as final.

4.2. RUNNING & FINAL BILLS:

- 4.2.1. For progress running bills payment: As soon as possible after completion of each quarter of work (else at any period as specified in Special conditions for contract) to the satisfaction of the Engineer-in-charge, the contractor shall prepare & forward certified bills & work out the financial value. These will be entered in Measurement Book & signed by both parties. Payment shall be made after affecting the recoveries due from the contractor.
- 4.2.2. The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Engineer in Charge. No charge shall be allowed to the contractor on account of the preparation of the final bills.
- 4.2.3. Final bill shall be submitted as per prescribed format after completion of work as per scope and upon material reconciliation (if apply) along with the following –
 - No claim certificate by contractor on a non-judicial stamp paper or Indemnity bond as per prescribed format duly notarized indemnifying BHEL in respect of specified works contract against all claims & demand against third party liability including labour and government agencies.
 - Clearance certificates whichever applicable viz., clearance certificate from customer, various statutory authority like labour department, PF authority commercial tax dept. etc.



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4.2.4. BHEL, after receipt of the Bill/invoice complete in all respects, shall settle the final bill to contractor after deducting all dues to BHEL, within the stipulated days as per Clause 4.3.

4.3. PAYMENT OF BILLS:

The payment for bills will normally be **released within 30 days of submission of bills complete in all respects** with all documents. The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

4.4. RECOVERY FROM THE CONTRACTOR:

4.4.1. Whenever under the contract any sum of money shall be recoverable from or payable to the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

4.4.2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery.
- d) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.

4.4.3 For civil contracts, recoveries on account of water supply charges shall be made at the rate of 0.1% of executed contract value unless exempted as per terms & conditions of contract.

4.4.4 Recoveries for tools, plant, and electricity shall be effected as per terms & conditions of the contract.

4.5. TAXES AND OTHER DUTIES:

4.5.1 All statutory taxes, cess, levies & duties shall be deducted from the payment, as per GST Act 2017 & other prevailing government rules.

4.5.2. GST RELATED TERMS & CONDITIONS

4.5.2.1 Bidder has to specify the following in their techno commercial bid (part I bid in case of two-part bid):

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,



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- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- 4.5.2.2 Unregistered Dealer: Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- 4.5.2.3 Dealer opting for Composition Scheme in case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- 4.5.2.4 Reimbursement of GST shall be made by BHEL HERP on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, HERP. Hence, Contractor has to ensure compliance as follows:
- a) Timely raising & submission of GST compliant Invoices
 - b) Timely receipt of Goods & Services
 - c) Timely and correct payment of applicable GST by supplier/contractor
 - d) Timely filing of return
 - e) Compliance of other applicable provisions on supplier/contractor:
- 4.5.2.5 Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-HERP or through bank or under LC or through any other mode.
- 4.5.2.6 In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-HERP due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- 4.5.2.7 In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- 4.5.2.8. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- 4.5.2.9 In case of Liquidated damage (LD) recovery, GST is not applicable on LD.



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4.5.2.10. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall have made to the contractors simultaneously with their work/services invoices. GST portion of invoice value will be paid only after fulfilling following conditions:

- (a) Payment of GST amount into Govt. Account by supplier against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.
- (c) Display of GST credit against BHEL GSTIN NO.09AAACB4146P2ZC on GSTN portal.

4.6. INCOME TAX- IT:

All statutory taxes & levies shall be deducted from the payment, as per prevailing government rules.

4.7. MISCELLANEOUS CHARGES:

Unless otherwise specified in the Special conditions of Contract, Electricity shall be provided by BHEL free of cost. All charges on account of octroi, terminal, Entry tax, royalty and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be borne by the contractor.

4.8. LIQUIDATED DAMAGE (LD)

4.8.1. If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

4.8.2 LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier.

For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/supplier= T1
- ii. Let the value of executed work/supply till the time of termination of contract= X
- iii. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv. Delay in executed work/supply attributable to contractor/supplier i.e. T2= $(1 - X/Y) \times T1$
- v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.



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Reason for the delay due to drawing, foundation, deputation of resources etc. will be documented properly for delay analysis and same to be submitted to finance for LD calculation, if applicable.

4.9. Risk & Cost Amount against Balance Work

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

Risk & Cost amount against balance work shall be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where A= Value of Balance scope of Work as per rates of new contract

B= Value of Balance scope of Work as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC, if any.

H = Overhead Factor to be taken as 5

7. The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase.

4.10. No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.



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CHAPTER- V

5.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LAWS, EMPLOYMENT OF WORKERS ETC.

- 5.1. The contractor should ensure compliance of labour laws, payment of wages, bonus, PF, ESIC, allowances for safety & hardship & other nonmonetary/ statutory benefits etc to labours employed by him either directly or through sub- contractors, in accordance with the provisions of:
- Contract Labour (R&A) Act 1970 and rules 1971.
 - Payment of wages Act.
 - Minimum Wages act 1948,
 - Employees State Insurance Act 1948, Rules and regulations 1950.
 - Employees Provident Fund Act 1952 and Pension Scheme 1995.
 - Employees Compensation Act 1923.
 - Maternity Benefit Act 1961.
 - Equal Emolument Act 1976.
 - Payment of Bonus Act 1963.
 - Inter State Migrant Act.
 - Building and Other Constructions Workers Act, 1996,
- 5.2. The contractor shall at all times indemnify BHEL HERP against all claims, damages or compensation under the provisions of above acts or any modifications thereof or any other law relating thereof and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or preceding arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compendia any such claim.
- 5.3 The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer.
- 5.4 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as per Employee's Compensation Act, 1923 & Guidelines for Settlement of Claims for Compensation on accidents applicable to the Department of Public Enterprises.
- 5.5 Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.
- 5.6. In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers as per Factory Act, Maternity Benefit Act and other laws of Uttar Pradesh.



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- 5.7. The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 5.8 All safety rules and codes applied by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer-in-charge with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions.
- 5.9. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- 5.10. The contractor shall arrange for such personal protective equipment as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- 5.11. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.
- 5.12 The Contractor shall not deploy any person below the age of 18 years or above the age of 60 years.



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CHAPTER- VI

6.0 RIGHTS OF BHEL FOR TERMINATION/CANCELLATION OF CONTRACT

- 6.1. BHEL reserves the right to withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- 6.2. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of Two weeks by BHEL in any of the following cases:
- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
 - v). Assignment, transfer, subletting of Contract without BHEL's written permission.
 - vi). Non-compliance to any contractual condition or any other default attributable to Contractor.
- 6.3. If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer-In-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.
- 6.4. The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer-In-charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.



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Chapter VII

7.0 MISCELLANEOUS PROVISIONS & OTHER ISSUES.

7.1 SETTLEMENT OF DISPUTES & ARBITRATION:

- i. All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.
- ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- iii. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the BHEL Conciliation Scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts. This conciliation scheme is available on our websites <https://herp.bhel.com> and www.bhel.com.
- iv. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
- vi. The vendor shall continue to perform the contract, pending settlement of dispute(s).

7.2. 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.

7.3. ORDERS UNDER THE CONTRACT:

All orders, notices etc. to be under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in tender of the contractor, shall be deemed to have been on the date when in ordinary course they would have been delivered to him. The contractor shall carry out without delay all orders given to him.

7.4. JURISDICTION OF COURT:

All disputes or differences arising out of or in connections with the contract shall be subject to the exclusive jurisdiction of the court at Varanasi (U.P.) Only.

7.5. CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

7.6. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.

7.7. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS:

Guidelines for suspension of business dealings with suppliers/ contractors: the revised guidelines for suspension of business dealings are available on BHEL website at "www.bhel.com" on "supplier registration page". Respective bidders / suppliers may refer



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this before quoting as per their requirement. Action against the defaulted suppliers/ contractors' shall be taken as per these guidelines only.

7.8 PUBLIC PROCUREMENT POLICY:

As per the directives of government of India in form of public procurement (preference to make in India) order, 2017 and subsequent orders, BHEL will extend the purchase preference to Indian vendors over foreign suppliers for items identified by the respective nodal ministries from time to time. "for this procurement, public procurement (preference to make in India), order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

7.9 INTEGRITY PACT (IP):

The revised Implementation Circular, IP document and the IP clause will be applicable for all tenders (covered under Purchase Policy/ Works Policy) above threshold value (presently Rs. 2 Cr.) floated on or after 01.04.2022 as per SS&P Ref: AA: SSP: IP Circular No. 32 of 2021-22 dated 28.02.2022 & Ref: AA: SSP: IP:22-23:01 Circular 12 of 2022-23 dated 26.07.2022.

7.10 Conflict of interest among Bidders/Agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal; or
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.



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7.11 Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

7.12 SPECIAL CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs):

Special benefits as per govt rules will provided to MSEs unless stated otherwise in Tender Document. Benefits will be passed on only in specific categories of services and only for specific categories of MSEs, which qualifies for exemption as per govt rules. Following conditions will be applicable for MSEs:

- i. MSE contractor can avail the intended benefits as per guidelines of Ministry of MSE only if they submit **Valid UDYAM certificate** along with Technical Bid.
- ii. To avail the benefit intended for MSEs, bidders must claim for such benefit. Without such claims, benefits will not be passed on to them.

7.13 OTHER ISSUES:

Value of Non-Judicial Stamp paper for Bank guarantee and for Contract agreement shall be not less than Rs.100 unless otherwise required under relevant statutes. All expenses towards procurement of Stamp paper and preparation of contract agreement shall be in the scope of contractor.

In case of any conflict between the General Conditions of Contract and special Conditions of contract, provisions specified in the Special conditions of contract shall prevail.

BHEL may not insist for signing of Contract Agreements in respect of low value and short time period.



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Bidders Declaration

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and undertake to fulfil its entire requirement under the quoted rates.

Thanking you,

Yours Sincerely

Signature, seal and address of the party

PETROLEUM AND NATURAL GAS REGULATORY BOARD

New Delhi, the 2nd September, 2020

1. Short title and commencement:

- (1) These guidelines may be called the Petroleum and Natural Gas Regulatory Board (Gas Supplies to Industrial, Commercial Customers) Guidelines, 2020.
- (2) These shall be effective from the date they are issued by the Petroleum and Natural Gas Regulatory Board.

2. Definitions:

- (1) In these guidelines, unless the context otherwise requires, -
 - i. “Engineer In-charge or responsible engineer” means the qualified engineer appointed by CGD entity who will be responsible for the application of all or part of these guidelines;
 - ii. “MRS” means Metering and regulating station or “IPRS” means Individual Pressure Regulating Station used for pressure controlling and metering of natural gas at customer’s premises with or without pressure regulation;
 - iii. “Internal Piping (IP)” means the section of pipeline installed fabricated from the outlet flange of MRS, up to appliances point;
 - iv. “Commissioning” means safe introduction of natural gas into the internal pipeline; and
 - v. “Authorized Personnel” means a competent person of the agency authorized by CGD or PNGRB who is deployed or assigned to carry out a specific job for conducting inspection and testing of the installation in line with these guidelines.
- (2) Words and expressions used and not defined in these guidelines, but defined in the Petroleum and Natural Gas Regulatory Board Act, 2006 or in the rules or regulations made thereunder, shall have the meanings respectively assigned to them in the Act or in the rules or regulations, as the case may be.

3. Applicability:

- (1) These guidelines shall apply to the industrial and commercial customers connected by CGD entity with their city or local natural gas distribution networks as well as customers consuming natural gas other than for domestic use and categorized under non-domestic segment except in transport for automotive use where natural ventilation is not available.
- (2) These guidelines cover the general recommendation for material selection, safe installation, inspection or testing which is to be carried out prior to commissioning of the facilities at the downstream of MRS up to appliance point for new as well as for the cases where alterations are required;
- (3) The customer shall ensure compliance to these guidelines for the health, safety, and integrity of the IP downstream of meter or MRS as well as appliances or equipment throughout the operating period.

- (4) A certificate from PNGRB's approved Third Party Agency, certifying that material selection, planning and designing, installation, inspection, testing and commissioning as well as health assessment of the facilities downstream of Meter or MRS shall be obtained by customer and retained. List of Approved PNGRB Third Party Agencies ("TPA") shall be available in website of PNGRB (www.pngrb.gov.in).
- (5) The customer shall ensure that any alteration in IP line or any addition or reduction of equipment post gas-in shall be done after approval from CGD entity or PNGRB empaneled third party inspection agencies with intimation to CGD entity.
- (6) Wherever underground PE pipeline is laid, PNGRB T4S for CGD network standard shall be complied with.

4. Intent:

These guidelines is intended for ensuring the health, safety and integrity of internal installation within the customer premises including and not limited to its material selection, planning and designing, installation, inspection, testing and commissioning as well as operation and maintenance of the facilities downstream of Meter or MRS conforming to specifications laid down in the PNGRB Technical Standards for CGD Networks (T4S).

The guidelines may be read in conjunction with the following standards (latest editions):

- i. **IGEM/UP/2:** Installation pipework on industrial and commercial premises (for MOP not exceeding 0.5 bar);
- ii. **BS EN 15001-1:** Gas infrastructure. Gas installation pipework with an operating pressure greater than 0.5 bar for industrial installations and greater than 5 bar for industrial and non-industrial installations. Detailed functional requirements for design, materials, construction, inspection, and testing; and
- iii. **BS EN 15001-2:** Gas infrastructure. Gas installation pipework with an operating pressure greater than 0.5 bar for industrial installations and greater than 5 bar for industrial and non-industrial installations. Detailed functional requirements for commissioning, operation, and maintenance.

Unless otherwise specified, the latest editions of the standards mentioned herein including all addenda and revisions, shall apply. All pressure values mentioned in this specification are in gauge.

Installations shall be in accordance with applicable approvals issued by local authorities.

Installing pipework in commercial and industrial premises is a potential hazardous operation and shall be undertaken safely.

5. Route Selection:

- (1) In case gas burners are connected directly to the regulator supplied by the authorized entity, the line size shall be designed in such a way that adequate pressure is available at burners inlet when all burners (existing as well as proposed) are running on full load capacity.

- (2) The meter and regulator or MRS shall be installed at the entry of the premises.
- (3) In case a separate regulator is to be installed before burners then pressure at the farthest point (before the regulator) should not be less than minimum inlet pressure required at the regulator inlet.
- (4) The route shall be selected so that it shall not create unsafe condition for new installation as well as alteration cases.
- (5) The route shall be chosen in such a way that oil stains, hot applications, electrical appliances, electrical cables, AC Outdoor units etc. shall be at safe distance from gas line path.
- (6) The route shall be approved by CGD entity.
- (7) Customer shall ensure that IP shall not be used for any purposes which can compromise the safety and integrity of installation.
- (8) Due care should be taken during planning stage to accommodate additional equipment or burners adjoining to existing facility without compromising safety and integrity of installations.
- (9) The IP line should be installed aboveground due to reasons attributed to the safety, integrity, ease in inspection, O&M and to avoid corrosion. In case PE pipeline is laid in IP, then, the same shall comply with the requirements of PNGRB T4S regulations.
- (10) Safe route should be selected from where firm structure is available. The structural stability to be ensured by customer prior to installation and ensure fit for intended use.
- (11) Safe distance (as per applicable guidelines) should be maintained from utilities like steam line, oil line and electric HT line, hot zones, etc.
- (12) Passing of IP line should be avoided through less or non-ventilated areas, temporary structure, and drain ducts.
- (13) Installation of pipeline should be avoided at heights where the construction and subsequent inspection of PNG piping becomes unsafe.
- (14) Wherever, adequate natural ventilation is not available at critical public places, customer should carry out risk assessment and implement mitigation measures (one or more of the followings) reduce the risk to ALARP (As Low As Reasonably Practical), namely:
 - i. Ventilation
 - ii. Increase inspection frequency
 - iii. PNG Gas detection system
 - iv. Solenoid and shut off valve
 - v. Any other means to reduce the risk
- (15) The onus and efficacy of installation, operation and maintenance of the systems provided by the customer like gas leak detectors, flame proof forced draft fan, solenoid valves (to shut off supply), audio alarms, etc. and its linkages (if any) to Centralized Management Systems, shall be checked

by the customer annually, and the functioning (during the entire life cycle of the system) of the same shall solely be the responsibility of the customer. No by-pass of the gas solenoid valve shall be provided and such systems shall be monitored or controlled round the clock (24 x 7) by customer.

- (16) The gas detectors shall comply with BS EN 60079-29-1 standard or equivalent and these shall be installed in accordance with BS EN 60079-29-2 standard or equivalent.
- (17) The gas detectors (Ex-D, IIA and IIB, IP 65 protection, approved by ATEX or PESO or CMRI) shall be highly sensitive (duly calibrated by the customer initially as well as periodically) and shall be installed at appropriate locations along the pipeline system in the premises of the customer, and shall be supplemented with hooters which shall be installed at strategic locations to warn all the concerned about the gas leakage. Emergency Shut Down (ESD) devices shall be provided by the customer at strategic locations to facilitate shut down of the supply of gas in the event of any exigencies. Customer shall also ensure that these ESDs are operable (24 x 7) even in the event of power failure, that is to say by providing back-up power supply to such critical devices.

6. Materials Selection:

All materials and equipment forming a permanent part of the IP system shall be constructed according to these guidelines and should be qualified for the conditions in which it is to be used. The materials should be conforming, but not limited to, the standards and specification mentioned in Annexure 1.

7. Installations:

- (1) The installation of IP line shall be ensured as per PNGRB T4S regulations for CGD networks.
- i. All welding should be carried out by qualified welder as per API 1104.
 - ii. Teflon tape should be used for threaded joints. Any sealant agents or chemicals like M-seal, fevikwik, etc. shall not be used.
 - iii. Wherever gas pipeline crosses over other pipes and electric cables or electric points necessary measures to be taken to safeguard the gas line. For pipes passing through walls, sealing should be sleeved and filled with cement or sealant.
 - iv. Flanged joints should not be provided within 300 mm distance of electrical points or junction points, but the service line installed in confined spaces like basement, etc. shall be of welded type only.
 - v. All pipe work should be horizontally and vertically aligned.
 - vi. Pipe should be firmly tightened on support with U bolts or clamps, having adequate strength to hold the piping system.
 - vii. Adequate clamps or pipe supports on the piping system shall be provided such that the safety and integrity of PNG installation is maintained.
 - viii. Pipe support or clamps should be firmly fixed on wall or structure. A safe gap of 1" should be maintained between pipe and wall.
 - ix. Rubber sheet shall be provided between pipe and support so to protect pipe from corrosion. PVC coated "U" clamp shall be provided to support the pipe of size 2" and higher.
 - x. Pipe support should not be mounted on temporary wall or temporary shed or trees or glass or wooden facades, etc.
 - xi. In case provision is made by customer to have alternate fuel source during natural gas supply

disruption, then, the customer should ensure that both the fuels shall not be used at a time using same IP line (i.e. both the fuel should not be mixed). The customer should get the “Changeover operation methodology” and customized site-specific P&ID approved by CGD entity or PNGRB empaneled TPA.

- xii. In case of IP modification or alteration after gas commissioning, the entire pipeline shall be isolated, purged using nitrogen prior to carry out any welding operation.
- xiii. Flanges joint should have nuts or stud bolts. The extra length stud bolts shall be used such that at least 3 pitches are visible on both sides after placement of washers. All stud bolts and nuts should be galvanized as per ASTM A153.

8. Corrosion Protection and Markings:

- (1) Pipes or fittings or valves or supports & other equipment shall be painted.
- (2) Special care should be taken to ensure uniform painting thickness throughout entire pipework.
- (3) Direction of gas flow and PNG should be marked along the natural gas pipeline.
- (4) Self-adhesive anti-corrosion tapes or PE or PVC sleeve shall be used while crossing of walls or slabs or corrosion prone area to protect the pipe from corrosion.

9. Inspection and Testing:

- (1) Entire pipe work should be flushed with nitrogen / air to remove spoils, dust, dirt, welding spatter etc. Meter and regulator should be removed before flushing to avoid any potential damage. Flushing should be done from each end point.
- (2) After flushing, the entire pipework should be pneumatically tested, after removing meter and regulators, as per T4S for CGD networks.
- (3) Testing should be done with all appliances valves open and plugged. Each joint, specifically threaded joint should be checked with leak detection method. All necessary precautionary measures should be taken during testing.
- (4) For IP operating at MOP up to 4 bar, the testing shall be done with 1.5 times design pressure and pressure holding period shall be minimum 60 min.
- (5) After successfully completion of testing, the pressure should be vented out safely, meter and regulators may be kept in place. The testing certificate should be produced and signed by Contractor and Authorized personnel of approved Third Party inspection agency as per the proforma. (Annexure-2 to be filled by TPIA).
- (6) If pressure in Meter or MRS downstream pipeline is operating at the pressure 4 bar (g) or above, Non-destructive Examination (NDE) and soundness testing should be carried out as per T4S for CGD network regulation. All defects identified during NDE shall be repaired.
- (7) For IP operating at MOP up to 4 bar, all welded or threaded joints are inspected, and defects shall be repaired prior to commissioning.
- (8) The leak survey should be carried out annually to ensure safe control of operation by customer.
- (9) All the pressure tests conducted shall be witnessed by authorized personnel of approved TPA issuing a certificate for being fit for use (as per **Annexure 2**). The fit for use certificate shall be submitted to Engineer In-charge of CGD entity for records and prior to commissioning. The customer shall ensure that MRS or IPRS installation has been independently approved by certified TPA before the entity supplies the gas, and the customer shall ensure recertification once in 3 years, as per the requirements of PNGRB T4S regulations.

10. Commissioning:

- (1) Before the start of commissioning works, all the relevant details of pre commissioning checks, safety audits including inspection and testing shall be recorded by TPA in checklist attached in **Annexure 3** (to be submitted by TPA on its letterhead and signed by the customer), so as to ensure that operations are carried out in a safe manner.
- (2) After completion of the pre-commissioning checks, the pipeline networks shall be considered to be ready for the commissioning.
- (3) The relevant records and documents should be made available prior to commissioning, i.e., material test reports, testing reports, equipment test and calibration reports, drawings, etc.
- (4) **Internal pipeline checks**
 - i. Remove blind spade from downstream of isolation valve.
 - ii. Keep the vent valve in the farthest end in open condition.
 - iii. Ensure no open flame and other flammable material is available near the venting area.
 - iv. Commission IP line by gradually opening of isolation valve and ensure more than 90% CH₄ by safe venting of natural gas at farthest vent point. Further for ensuring safety, flame arrestor arrangement to be fitted in Vent pipe.

11. Safety Measures:

- (1) Adequate No. of safety gadgets, personal protective equipment, emergency handling facilities, sign boards, Do's and Don'ts, etc. as required during the installation, testing and commissioning should be in place and available at designated place. The following should be ensured at sites.
 - i. The work area has been cordoned off and required displays are provided;
 - ii. A minimum of one (1) dry powder type extinguishers (9 kg) should be available at the time of purging or venting or commissioning activities;
 - iii. Smoking, naked light or other sources of ignition should be prohibited. Warning signage or pictograms like "NO SMOKING" and "NO NAKED LIGHTS" should be prominently displayed around the work site, including vent points during purging and commissioning;
 - iv. Signage covering Emergency contact number of entity to be affixed on Meter or MRS.
 - v. Electrical continuity bonds (copper jumpers) are fitted across separated metallic pipes prior to purging operation;
 - vi. It should be emphasized that purged gas other than air is potentially dangerous for asphyxiation and information to prevent asphyxiation should be provided in procedure;
 - vii. Proper housekeeping shall be maintained by customer around MRS or metering areas;
 - viii. In any case, no hazardous or inflammable materials shall be placed in vicinity of PNG installation; and
 - ix. All installations must have displayed the Do's and DON'Ts based on those provided by CGD entity.
- (2) In case of any incident, the CGD entity will carry out an investigation of the incident to identify the shortcomings or lapses, root cause of incident, suggestions or remedial measures to prevent recurrence and to fix responsibility

The entity shall discontinue gas supply to customer in the event of unsafe installation or unsafe practices observed by CGD entity at any point of time during and after commissioning.

12. Enclosure

- i. **Annexure 1:** Material Standards and specifications;
- ii. **Annexure 2:** Fit for use certificate; and
- iii. **Annexure 3:** Check list.

Annexure 1
[See Para 6]

Material Standards and Specifications

| Sr. No. | Item | Material Type | Specification |
|----------------|--|--|---|
| 1 | Steel Pipe or Galvanized Pipe | Mild steel (M.S.) or Carbon Steel (C.S) | ERW GI pipes (Class C) as per IS 1239 Part 1 standard or API 5L Gr. B or ASTM A106 or ASTM A333 |
| 2 | PE pipes and fittings and valves (underground) | Polyethylene | PE100 or PE80 grade, as per following standards: Pipes: IS 14885 or ISO 4437-2 or EN 1555-2 Fittings: ISO 4437-3 or EN 1555-3 Valves: ISO 4437-4 or EN 1555-4 or ASME B16.40 |
| 2 | Isolation Valve | Brass/Carbon Steel (C.S) | Up to and including 2": EN 331 More than 2": API 6D |
| 3 | Galvanized Fittings | GI Fittings, Mild steel (M.S.) or Carbon Steel (C.S) | IS 1239 (Part-2); IS 1879, ASME B16.9, ASME B16.11, ASTM A234 |
| 4 | Galvanized Flanges (forged) | Carbon Steel | SORF, 150#, ASME B 16.5, Material as per ASTM A 105 hot dip galvanized |
| 5 | Socket weld end fittings | CS Forged, Socket Welding fitting, | ASTM A 234 WPB, Dimensions as per ANSI B16.11, hot dip galvanized |
| 6 | PE fittings | Electrofusion Fitting | ISO 4437-3 |
| 7 | Flexible Hose | Stainless Steel(S.S.) 316L | SS braided bellow pipe with polyolefin sleeve (heat shrinked) |
| 8 | Gasket | CNAF- Spiral wound or non-metallic flat | ASME B16.20 or ASME B16.21 |
| 9 | Galvanized Fasteners | steel | ASTM A193 or A 194 Grade B7 or 2 H |
| 10 | Galvanizing | Hot dip Zinc coating | IS 4736 |
| 11 | "U" clamp | GI Coated and PVC sleeve | 1"to 4" |
| 12 | Welding Electrodes | | AWS E 6010 & E6013 |
| 13 | Stud bolt, Nut | Galvanized | Stud - ASTM A 193 GrB7M Nut – ASTM A 194 |
| 14 | Filter | Stainless steel | 50 micron mesh and forged body. Internal SS 316 and External ASTM A 106. |

| | | | |
|----|---|--|---------------------------|
| 15 | Self-adhesive Anti corrosive Tape for wall crossing | 300 micron, 2.5 cm or 5 cm (1” or 2”) | As approved by CGD entity |
|----|---|--|---------------------------|

Annexure 2
[See Para 9 (9)]
Fit for Use Certificate
(To be issued by TPA)

Date:

To,

<Name of authorized CGD entity>
<Address >

**Subject: Fit for Use Certificate for Internal pipeline and gas
 installation Customer no- _____**

Respected Sir/ Madam,

We have inspected and tested the installation or modification of complete internal gas pipeline (IP) or gas installation from *<Name of the Contractor>*.

The entire gas pipeline (IP) has been tested at _____ bar(g) pressure for _____ hours. The testing was satisfactory, and no leakage was found.

The customer has used all materials and followed the construction procedure as mentioned in specification of authorized entity's guidelines.

The internal pipes (IP) and equipment are inspected, tested, and are safe and Fit for Use to receive natural gas.

We hereby reconfirm that this connection is ready for commissioning and is suitable in all ways for using the safe PNG gas supply.

Regards,

<Name and sign of the authorized person>
<Seal of the Company>

Annexure 3
[See Para 10]

Check list
(for issuance of Fit for Use Certificate)

(To be submitted by TPIA on letter head and signed by PNG customer)

Date:

Customer Number:

Customer Name:

Address:

Date of Inspection:

Name of CGD

Entity: Name of

Contractor: Name of

TPIA

Name of Authorized personal:

| Sr. No. | Checklist Items | Yes | No | Remarks |
|----------|---|--------------------------|--------------------------|---------|
| A | Route Selection | | | |
| 1 | Pipe route, which is indicated by the authorized personnel, is followed | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | Whether the pipeline route selected for IP is safe | <input type="checkbox"/> | <input type="checkbox"/> | |
| B | Materials | | | |
| 1 | All materials and equipment use in piping system are complied with PNGRB guidelines and relevant regulations | <input type="checkbox"/> | <input type="checkbox"/> | |
| C | Internal Piping | | | |
| 1 | All welding is carried out as per API 1104. NDE carried out and found satisfactory | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | Teflon tape is used for threaded joints | | | |
| 3 | PVC sleeve is provided wherever distance between pipe and electric cables/electric points is less than 300 mm | | | |
| 4 | Flanged joints are not provided within 300 mm radial distance of electrical points or junction points | | | |
| | | | | |

| | | | | |
|----------|---|--------------------------|--------------------------|--|
| 6 | Sufficient permanent support provided for Internal piping | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7 | Pipe support or clamps should be firmly fixed on wall with U bolt or clamps | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | | | |
| 9 | The steel pipeline is not laid across or below the electrical lines | <input type="checkbox"/> | <input type="checkbox"/> | |
| D | Corrosion protection and Markings | | | |
| 1 | Pipes or fittings or valves or supports & other equipment are painted as per guideline | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | Direction of gas flow and PNG are marked along the PNG pipeline | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3 | Provide self-adhesive anti-corrosion tapes or PE sleeve while crossing of walls or slabs or other corrosion prone area to protect the pipe from corrosion | <input type="checkbox"/> | <input type="checkbox"/> | |
| E | Inspection and Testing | | | |
| 1 | Inspection and testing are carried out as per approved procedure | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | The pneumatic test is carried out as per approved procedure | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3 | The testing certificate is produced and signed by Contractor and Authorized personnel of approved TPA as per the proforma. (Annexure 2) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4 | For IP operating at the pressure 4 bar or above, 10 % nondestructive examination is carried out and defects are repaired | <input type="checkbox"/> | <input type="checkbox"/> | |
| F | Records | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Remarks:

1. _____
2. _____

Certificate

We hereby certify that the pipeline installation or laying work have been carried out in accordance with guidelines, specification, approved work procedures, including inspection and testing and the installation is found satisfactory and fit for use or ready for commissioning.

Issued by:

| | |
|--|--|
| Third party Inspection agency Sign and Stamp: | |
| Date and Time: | |

We hereby confirm that any responsibility beyond the delivery point lies with us in line with the Gas Sales Agreement.

Regards,

<Name and sign of the authorized person>

<Seal of the Company>