



TECHNICAL CONDITIONS OF
CONTRACT (TCC)

**EPC PACKAGE FOR LIME HANDLING
PLANT, GYPSUM HANDLING PLANT
AND BOTTOM ASH HOPPER.**

AT

**2X660 MW, MSPGCL KORADI
THERMAL POWER STATION, UNIT-11
& 12, KORADI,
NAGPUR, MAHARASHTRA**

Volume-1A

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)
Technical Conditions of Contract (TCC) contents

S.No.	DESCRIPTION	CHAPTER
Volume-IA	Part-I: Contract specific details	
1	Project information	Chapter-I
2	Facilities in the scope of Bidder/BHEL	Chapter-II
3	Scope of works	Chapter-III
4	Time schedule	Chapter-IV
5	Limiting Guarantee Parameters	Chapter-V
6	Sub Qualification Requirements	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Liquidated Damages	Chapter-VIII
9	Work Instructions for Storage and Handing over of Spares	Chapter - IX
10	Document/Information to be Furnished along with Technical Offer/During Engineering	Chapter - X
11	Material Handling, Transportation and Storage	Chapter - XI
12	Exclusion	Chapter - XII
13	Terminal Points	Chapter - XIII
14	Tools and Tackles	Chapter-XIV
15	Drawing and Document Submission	Chapter-XV
16	Enclosures	Chapter-XVI
17	Taxes and Duties	Chapter-XVII
18	Inspection and Testing	Chapter-XVIII
19	Billing Break Up	Chapter-XIX

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I Project Information

1. Project Information:

Sl. No.	Description	Details
1	Project Title	2x660MW Units-11 & 12, Koradi Thermal Power Station
2	Customer	Maharashtra State Power Generation co. Ltd (Mahagenco)
3	Customer's consultant	Steag Energy Services (India) Pvt. Ltd.
4	Location	Koradi, Nagpur District, Maharashtra
5	Nearest Airport	Nagpur Airport
6	Access by Road/Major Cities	from Nagpur- Bhopal National Highway (NH-69)
7	Ambient Temperature	47.8 degc (high) 3.9 degc (low)
8	Seismic Zone	ii
9	Wind Speed	44m/s

The basic information about the project is tabulated above and the Present proposal is for setting up 2X660 MW Koradi Thermal Power Plant, for Maharashtra State Power Generation Co. Ltd (MSPGCL) with all the facilities as specified in the NIT. General information related to the project and site is available in ANNEXURE-1, which has been enclosed along with this enquiry specification.

1.0	INSTRUCTIONS TO BIDDERS
1.1	The Bidder shall visit project sites and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with site conditions, transportation routes, various distances, all the statutory, obligatory, mandatory requirements of various authorities and all information that may be necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.
1.2	Other contractors would be working in this area and their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors.
1.3	The information given herein is for general guidance and shall not be contractually binding on BHEL/Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I Project Information

1.4	The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the 'Engineer' or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.															
1.5	No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.															
1.6	The Bidder should inspect and examine the project site and its surroundings and should satisfy themselves as to the nature of the ground and subsoil, the quantities and nature of work, materials necessary for completion of the work and their availability, means of access to site and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No consequent extra claims on any misunderstanding or otherwise shall be allowed by BHEL under any circumstances post award of the contract.															
1.7	Bidders may fix up their site visit in consultation with below mentioned contact person: <table border="1"><tr><td>Name:</td><td>Shri Kavindra Shekhar</td><td>Sh. Ashwin C Bhisikar</td></tr><tr><td>Designation:</td><td>AGM & Project Director</td><td>Sr. DGM</td></tr><tr><td>Location:</td><td>Koradi Site</td><td>PSWR Nagpur</td></tr><tr><td>Email:</td><td>kavi@bhel.in</td><td>ashwinbhisikar@bhel.in</td></tr><tr><td>Ph. No.</td><td>9654390909</td><td>(+91) 8390 211 889</td></tr></table>	Name:	Shri Kavindra Shekhar	Sh. Ashwin C Bhisikar	Designation:	AGM & Project Director	Sr. DGM	Location:	Koradi Site	PSWR Nagpur	Email:	kavi@bhel.in	ashwinbhisikar@bhel.in	Ph. No.	9654390909	(+91) 8390 211 889
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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
2.1	Establishment:			
2.1.1	For Construction Purpose:			
a	Open space for office (as per availability within project premises)	Yes		Location will be finalized after joint survey with owner
b.1	Open space for storage (as per availability within project premises)		Yes	No laydown area/space for storage shall be provided by BHEL, and the agency shall make its own arrangement for the same within the quoted price
b.2	Construction of Closed Storage Shed	Yes	Yes	One number closed shed shall be provided to the agency by BHEL free of cost basis. The responsibility for watch and ward of the shed shall remain within the scope of the agency. If any additional sheds are required for the storage of materials (Including BHEL free supply items if any), same shall be in the scope of EPC agency
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipment, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
f	Firefighting equipment like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc. of the bidder		Yes	
2.1.2	For living purpose of the bidder:			
a	Open space for labour colony		Yes	Contractor has to make his own arrangements for shelter and transportation of labours as per requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	As per Annexure A – “Standard Guidelines for Worker’s Accommodation / Establishments at BHEL Project Sites”
2.2	Electricity:			
2.2.1	Electricity for construction purposes (for Site/Project works only) 3 Phase 415/440 V within project premises			
a	Single point source	Yes		Free of cost at one point near the site. Further distribution and Metering are in scope of bidder
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Distribution of Electricity for the office, stores, canteen, of the contractor which include supply of materials and execution		Yes	
d	Supply, installation and connection of energy meter including operation and maintenance		Yes	
e	Duties and deposits including statutory clearances if applicable		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
f	Demobilization of all the facilities after completion of works		Yes	
2.2.2	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour Hutment etc.			Contractor has to make his own arrangements
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Payment/Duties and deposits including statutory clearances if applicable		Yes	
2.3	Water Supply:			
2.3.1	For construction purposes:			
a	Making the water available at single point	Yes		BHEL shall provide water supply free of cost (at single point source) for construction purpose However, contractor may initially make his own arrangement for water supply till supply established from source.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
2.3.2	Water supply for bidder's office, stores, canteen etc.			
a	Making the water available at single point		Yes	Single point as above for construction purpose, no separate point shall be given

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	Contractor has to make his own arrangement for distribution
2.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement at his own cost.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
2.4	Lighting			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc. during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	At contractor's own cost
2.5	Communication facilities for site operations of the bidder			
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	At contractor's own cost
2.6	Demobilization of all the above facilities		Yes	At contractor's own cost

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
2.7	Erection Facilities			
2.7.1	Engineering works for construction:			
a	Providing the erection/constructions drawings for all the equipment covered under this scope		Yes	
b	Drawings for construction methods		Yes	In consultation/approval with BHEL
c	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Preparation of site erection schedules and other input requirements as per Form-14.	Yes	Yes	In consultation with BHEL
e	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
f	Weekly construction / erection schedules based on Sl. No. E		Yes	In consultation with BHEL
g	Daily work plan based on Sl. No. F		Yes	In consultation with BHEL
h	Periodic visit of the senior official of the bidder to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
i	Preparation of preassembly bay		Yes	
j	Laying of racks for gantry crane if provided by BHEL or brought by the contractor /bidder himself		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

2.8	Land/Open Space:
2.8.1	<p>Availability of land is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies. BHEL shall provide free of charge limited open space for office at site.</p> <p>No laydown area/space for storage shall be provided by BHEL, and the agency shall make its own arrangement for the same within the quoted price nearby to site.</p> <p>It is the responsibility of the contractor to construct office, sheds, fabrication yard, establish batching plant, levelling and grading of the land, roads and drains (internal, approach), make necessary drainage arrangements, provide all utilities and dismantle and clear the storage land/laydown area after completion of work or as and when required, as a part of his scope of work</p> <p>It is contractor's responsibility to provide watch and ward, security (including fencing/ boundary wall) for their equipment, material, stores etc. kept at project site and at storage/laydown area for the scope of work under this tender.</p>
2.9	Labour / Worker's Accommodation Shed:
2.9.1	<p>Labour colony is to be developed by bidder for all the labourers required to be deployed for the works. All labour colony set-up is to be developed as per attached layout drawing (Design Shall be in the scope of Contractor) and in compliance of statutory requirements.</p> <p>Ownership of the labour hutment shall be of the contractor and contractor shall keep BHEL indemnified from any statutory obligations / legal compliances w.r.t. labour hutment establishment during as well as after the completion of contract.</p>
2.9.2	Contractor shall ensure establishment & maintenance of workmen/labour colony in line with BHEL layout drawings & Guidelines (As per Annexure A - Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites/General layout of sheds etc.)
2.9.3	Land for labour colony shall be arranged by Contractor at their own cost as per availability outside project area within 5Km, Necessary levelling/dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price.
2.9.4	Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

2.10	Development of contractor's temporary staff colony and labour colony having adequate no. of rest rooms along with toilets & fencing etc.
2.11	Development and maintenance of above facilities for construction workers deployed by the contractor shall solely rest with the Contractor.
2.12	As far as possible unskilled labour shall be engaged from the area in the vicinity of the site. The local villages can also be of assistances for workforce to be deployed at the initial stage.
2.13	<p>Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations.</p> <p>Following are the minimum amenities to be provided by the bidder within the quoted price including necessary maintenance, removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work:</p> <ul style="list-style-type: none"> i. Labour rest sheds near work spot. ii. Canteen facility creation. iii. Drinking water facility. iv. Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement. Exclusive arrangement of Bio toilets to be made at site for ladies. v. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements, Recreational facilities, etc.
2.14	Construction Power:
2.14.1	<p>Construction power (three phase, 415 V/ 440 V) shall be provided by BHEL free of cost at one point near the site at a distance of approx. 500M. Further, distribution shall be arranged by the contractor at his own cost and services.</p> <p>However, contractor has to deploy DG Sets to meet power requirement in case of delay in availability of single source or any kind of power interruptions during the course of the project at no extra cost to BHEL.</p> <p>If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor shall be responsible for fulfilment of all requirements including statutory requirements in this regard.</p>
2.14.2	Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

	erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
2.14.3	Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act. Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc. towards the clearance of such installations, prior to use.
2.14.4	Void
2.15.5	Sufficient power factor compensation equipment like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.
2.14.6	It shall be the responsibility of Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply with the appropriate statutory requirements in all respects. The installation and maintenance of this shall be done by licensed and experienced electrician.
2.14.7	Further, as there are bound to be interruptions in regular power supply, power cut/load shedding as in any construction sites, contractor should make his own arrangement for alternative source of power supply through deployment of adequate number of DG sets/usage of diesel operated machines, at their cost during the power breakdown /failure to get urgent and important work to go on without interruptions. No separate payment shall be made for any contingency arrangement made by contractor, due to delay / failure in providing electricity
2.14.8	The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for construction and office maintenance etc.
2.14.9	BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.
2.14.10	The contractor will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
2.14.11	On account of the contractor's failure in maintaining the power factor as required by customer, penalty if any, levied by customer/ State Electricity Distribution Board will be recovered from contractor's bills.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

2.14.12	Contractor has to make their own arrangements for electricity requirement for labour colony at his own cost within quoted price.
2.14.13	Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.
2.15	Construction water:
2.15.1	BHEL shall provide water supply free of cost (at single point source) for construction. Contractor has to make arrangement of further distribution. However, contractor shall make alternate arrangement of construction water till the same is made available by BHEL
2.15.2	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use for execution and construction purposes.
2.15.3	Contractor to satisfy himself that the water drawn/ arranged by him is fit for construction/ consumption and adequately treat such water at his cost when it is not found fit for the said purposes.
2.15.4	In case of non-availability of water, the contractor shall make his own arrangements of water suitable for construction purpose to have uninterrupted work. No separate payment shall be made for any contingency arrangement made by contractor.
2.15.5	CONTRACTOR'S OBLIGATION ON COMPLETION On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed, as per instructions of BHEL, by the contractor at his cost. In the event of his failure to do so, the Engineer will get it done and expenses incurred shall be recovered from the contractor along with prevailing overheads. The decision of BHEL Engineer in this regard shall be final.
2.16	RECORDS TO BE MAINTAINED AT SITE
2.16.1	Record of Quantity of free/Chargeable items issued by BHEL must be maintained during contract execution. Also, reconciliation statement to be prepared at regular intervals.
2.16.2	The below mentioned Records/ Log-books/ Registers applicable to be maintained. <p style="text-align: center;">a. Hindrance Register</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-II Facilities in the Scope of Bidder/BHEL

	<ul style="list-style-type: none">b. Site Order Book.c. Test Check of measurements.d. Records of Test reports of Field tests.e. Records of manufacture's test certificates.f. Records of disposal of soil/ rock generated during and after the work completion.g. Records of disposal of scraps generated during and after the work completion.h. List of T&Ps and MMEs.
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

3.0	Scope of Works
3.1	BROAD SCOPE OF LIMESTONE HANDLING PLANT (LHP) & GYPSUM HANDLING PLANT (GHP):
3.2	Scope for this package bidder shall include basic and detailed design, detail engineering, submission of engineering drawing/ doc./ datasheets/ QAPs/ FQPs, PG test procedure, Erection and commissioning procedure, O&M manuals, as built drawings and obtaining the approval from end user/BHEL, procurement, supply including manufacturing/ fabrication, inspection/ shop floor testing, shop floor painting, packaging & transportation to site, all civil, structural & architectural, mechanical, electrical, C&I, equipment/ items / systems for entire LHP & GHP as per the enclosed BHEL and MSPGCL NIT specifications, amendments and clarifications (as in enclosures & annexures attached along with this Technical conditions of contract (TCC) till placement of order except for items/ systems which are listed in exclusions list. However, commercial terms and conditions shall be as per BHEL terms and conditions as defined in the tender document.
3.3	The scope of this package bidder under E&C and installation services shall cover receipt & unloading at site, storage, preservation & security at site, shifting to erection work place, assembly, erection, alignment, final painting, supply of consumables & lubricants, inspection, testing, pre-commissioning & commissioning, successful trial operation, Performance & functional guarantee testing, training of Owner's personnel, final handing over to end user upon satisfactory completion and written confirmation from end user the entire LHP & GHP including all Civil, Structural & Architectural, Mechanical, Electrical, C&I, equipment/ items / systems as per the enclosed BHEL and MSPGCL NIT specifications, amendments and clarifications till placement of order including free supply items/equipment issued (as specified elsewhere in this specification) to the successful bidder by BHEL and obtaining 'Final Taking-Over Certificate' from end user (MSPGCL).
3.4	The scope of civil, structural and architectural works shall include all necessary investigations, survey, site clearance, micro site levelling, preparation of Civil & Structural design & drawings (Including 3D modelling in Tekla) and getting approval of the same from the Employer. Construction of all civil, structural and architectural works including supply of all construction materials for all buildings, equipment and facilities for the project. The nature of work generally involves, piling (if required), earthwork in excavation in all types of soil and rock including controlled blasting/ mechanical means, de-watering, backfilling around completed structures, plinth filling, disposal of surplus earth/rock/excavated material, concreting including reinforcement and form work/ slip form, masonry work, plastering, corrosion protection measures including painting, un-insulated / sandwiched insulated metal wall cladding, roofing and flooring including permanent steel decking, false ceiling, under deck and over deck insulation, acid and alkali resistant lining, fabrication of all structures, pre assembly of fabricated structures, transportation of fabricated structures and erection of steel structures and miscellaneous steel works (i.e., steel staircase, cable supports, pipe supports, ladders, walkways, railing, chequered plate, grating, grizzly, inserts, monorail beam, monorail door, debris chute, stools, liners etc.), painting of structures, foundation

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	bolt, grouting, paving, gravel filling, providing pre-cast covers, damp proofing, roof water proofing, anti-weed treatment, roads, drainage & water supply works, sewerage, final grading and site clearance before handing over and any other item of work required for completion of all systems under the scope of work complete as per Specifications. The scope shall also include setting up by the bidder a complete testing laboratory in the field to carry out all relevant tests for structural steel, reinforcement steel & reinforced concrete (RCC) works
3.5	Tool and Plants: All the T & P required for the execution of the package till handing over of LHP & GHP to end customer shall be in the scope of Bidder
3.6	Achieving the PG parameters for complete LHP & GHP system as a whole, during PG test conducted for Limestone & Gypsum handling system shall be the responsibility of the bidder. Meeting any shortfall in PG parameters of the equipment/system shall be the responsibility of bidder.
3.7	Bidders are encouraged to raise all ambiguities, conflict in the standard & specification and/or interpretation of clauses, if any, in this enquiry spec. and its enclosures during pre-bid stage itself, failing which it shall be understood that bidder has no issue, and at later date, successful bidder shall have no right to take any technical and commercial advantage out of any ambiguity, conflict in the standard & specification and/or interpretation of clauses. In this regard, the decision of BHEL shall be final and binding and any change due to this shall have no price implication on BHEL and shall have to be absorbed by successful bidder.
3.8	It is not the intent to specify completely herein, all aspects of design and construction of LHP & GHP system. However, System shall conform in all aspects to high standard of engineering, design and workmanship and be capable of performing satisfactorily during continuous commercial operation in a manner acceptable to end user/ end user's consultant/BHEL, who shall interpret the meaning of the specification, drawings and shall have the right to reject or accept any work or material which in their assessment is not conforming to this specification and/or to applicable International Standards.
3.9	Supply and E&C of any other associated equipment/items/Structures/Buildings not specifically mentioned here in this specification but required for successful completion, installation, and operation of the LHP & GHP systems shall be deemed to have been included in bidder's scope of work and bidder to quote accordingly.
3.10	Notwithstanding the details furnished in this document, it shall be the responsibility of the Contractor to complete the work in all respects, commission and complete integrated trial operation of system & performance tests of LHP & GHP system to the satisfaction of end user/end user's consultant/BHEL.
3.11	Bidders to note that no deviation shall be taken from the technical specifications, customer documents and related amendments and annexures which form the part of the tender. Bidder to note that any specific technical deviation / exclusions which are a deviation / non-compliance to BHEL NIT specification shall not be considered during technical bid evaluation and same shall be treated null and void.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

3.12	<p>INSURANCE: - BHEL shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities.</p> <p>Inland Transit cum Storage and E&C Insurance shall be in BHEL Scope. Complete project insurance is under BHEL scope. Copy of MCE policy will be provided to the successful bidder in due course of time.</p> <p>a) In case of damage/loss/theft of goods at any stage starting from “in transit” till final handing over to BHEL, the seller/ contractor will support Purchaser (BHEL) for lodging claim with insurance company. Registering FIR with police department as applicable shall be in the scope of Seller/contractor. FIR/Insurance claims are to be lodged by the seller/ contractor within the time period as required in the insurance policy. Responsibility of completing all formalities with Police department & Insurance surveyor will be with seller/contractor.</p> <p>b) In case the damage/ loss/ theft of materials is attributable to negligence/ failure in discharging the duties and obligations of the successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the successful bidder.</p> <p>c) In case the claim is not honoured by the insurance company for the lapses of seller/ contractor, the seller/ contractor to arrange for repair/replacement of such items without any cost implication to BHEL.</p> <p>d) It will be responsibility of the successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the successful bidder as and when available.</p> <p>e) The vendor/ contractor shall send Prior Dispatch intimation to the Insurance agency about the value of consignment, dispatch details, along with copy of invoice, LR / RR, Packing List/ delivery Challan, e-way bill etc. indicating the items dispatched (with their weights). A copy of the above intimation shall also be sent by the vendor/ contractor to BHEL. Failure in doing so, if results in the rejection of claim by the underwriter shall be the sole responsibility of the bidder and any loss due to this shall be made good by the bidder at its own cost.</p> <p>f) Details of insurance policy and contact details of insurance company shall be provided to the successful bidder after placement of order.</p> <p>g) It is the entire responsibility of the successful bidder to insure their workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per statutory act. The successful bidder shall also insure their staff against accident/ injury with Workmen’s compensation policy, group personal insurance, etc., as may be applicable.</p>
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	<p>h) The successful bidder shall take insurance covering for all materials (excluding plant material), tools & plants, manpower, workers, etc., required to be provided & deployed for the job by the bidder.</p> <p>i) These insurance covers have to be taken prior to start of work and they shall make available the policy to Construction Manager, BHEL for necessary verification before start of work. However, irrespective of such verification/ acceptance, sole responsibility to maintain adequate insurance cover at all times during the period of contract shall lie with the successful bidder. Regarding aforesaid insurance cover, the successful bidder shall directly deal with the insurance company for all matters regarding the insurance in his scope.</p> <p>j) Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time</p> <p>k) Insurance as applicable for field work such as third-party liability, workmen compensation, Seller/Contractor's own Tools & Plants and automobile shall be arranged by the Seller/ Contractor (and cost of such insurance shall be included in the quoted price), which shall include but not limited to the following- Workmen's Compensation Insurance, Comprehensive Automobile Insurance, Comprehensive General Liability Insurance and any other as applicable. The aforementioned Insurance are insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.</p>		
3.13	<p>It is the entire responsibility of the successful bidder to insure their workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per statutory act. The successful bidder shall also insure their staff against accident/ injury with Workmen's compensation policy, group personal insurance, etc., as may be applicable. Lodging and settlement of the claim shall be the responsibility of the successful bidder. Necessary documents, if any, required for settlement of insurance claim shall be provided by BHEL.</p>		
3.14	<p>Broad scope of vendor listed below is only for reference and not exhaustive and any other associated equipment/items required for satisfactory completion of the systems shall be in bidder' scope. All the parameters of equipment indicated in various sections of this Technical Specification are the minimum requirements. Any increase in the sizes or quantity, if required to meet the system/maintenance/operational requirement shall be absorbed by the bidder without any extra cost & time implication to BHEL.</p>		
Sl. No.	ITEM DESCRIPTION	QTY.	UO M
	SCOPE OF BIDDER		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

Sl. No.	ITEM DESCRIPTION	QTY.	UOM
	Supply part comprising of design, engineering (i.e. preparation and submission of drawing, documents including "As Built" drawings and O&M manuals), manufacturing, fabrication, assembly, inspection & testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles, special tools & tackles, mandatory spares, spares for erection, startup and commissioning as required, fill of lubricants & consumables till handing over, forwarding, proper packing, shipment and delivery at site for project and package complete with all accessories for the total scope defined as per BHEL and MSPGCL NIT & tender technical specifications, amendment & agreements till placement of order.		
1	Complete LIMESTONE HANDLING PLANT & GYPSUM HANDLING PLANT including conveyor system with High angle conveyors, belt feeders, vibrating screen feeders, reversible hammer mill crushers with vibration isolation system, ILMS, Metal detector, Belt weigher, Limestone vibrating feeders below lime hoppers, chutes, all types of gates, Monorail & Hoists, chain pulley blocks, passenger cum goods elevator, Rotary scoop type Limestone Sampling collection system, Belt Vulcanizing Machine, travelling tripper, bunker sealing arrangement, tools and tackles, Limestone Unloading hopper shed with local as well as remotely operated shutter gates, weigh bridge, telescopic chutes, bucket elevator, junction towers/ transfer points, gypsum shed with remotely operated shutter gates, parking shed with maintenance space shall be provided for Pay loaders as per MSPGCL specifications, buildings, MCC rooms, crusher house, pump house etc. along with civil, structural & architectural, mechanical, electrical & C&I as per BHEL NIT & Technical conditions of contract, end user's technical specifications, amendments & agreements till placement of order.	1	LOT
2	Complete auxiliary systems for LIMESTONE HANDLING PLANT & GYPSUM HANDLING PLANT like Dust Extraction system, Air conditioning, Ventilation, Service water, Potable water, Drainage & water works, sump pumps etc. along with Civil, Structural & architectural, Mechanical, Electrical and C&I as per descriptions given in BHEL NIT & Technical conditions of contract, end user's technical specifications, amendments & agreements till placement of order.	1	LOT
3	Wheel mounted Front end Loader/ Pay Loader shall be provided for loading of gypsum to open truck. The bucket capacity shall be 2.5 m ³ . Make BEML, JCB, Caterpillar, Komatsu as per end user's	2	Sets

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

Sl. No.	ITEM DESCRIPTION	QTY.	UO M
	technical specification and corresponding amendments & agreements till placement of order.		
4	Complete BOTTOM ASH HOPPER as per BHEL NIT & Technical conditions of contract, end user's technical specifications, amendments & agreements till placement of order.	1	Lot
5	<p>MANDATORY SPARES FOR LIMESTONE & GYPSUM HANDLING PLANT (as per BHEL NIT & Technical conditions of contract, end user's technical specifications, amendments & agreements till placement of order.)</p> <ul style="list-style-type: none"> • Bidder's scope shall also include supply of start-up & commissioning spares applicable for bidder's supplied equipment / systems in this package deemed to have been included in the total bid price. • Commissioning Spares as required till completion and handing over of project shall be in bidder' scope and deemed to have been included in the total bid price. 	1	LOT
6	INSTALLATION SERVICES, ERECTION & COMMISSIONING, EQUIPMENT TRIAL, INTEGRATED TRIAL OPERATION OF SYSTEM, PG TEST AND HANDING OVER TO END CUSTOMER		
6.1	Installation Services for entire LHP, GHP and Bottom Ash Hopper including all equipment/systems, Civil, Structural & architectural, Mechanical, Electrical and C&I as per scope defined in NIT specification comprising of receipt & unloading at site, handling, transportation & storage at site, preservation & security at site, construction of Stores at site (Open & Closed), lifting/shifting to closed/open storage, in-site transportation, to make approach road wherever required, Round the clock security at open storage yard , closed storage shed & erected material till Handover of system to end user, shifting to erection work place, erection, alignment, final painting, inspection, testing, pre-commissioning & commissioning, successful trial operation, Performance & functional guarantee testing, training of Owner's personnel, final handing over to end user upon satisfactory completion and written confirmation from end user the entire LHP, GHP & BAH including all Civil, Structural & architectural, Mechanical, Electrical, C&I, equipment/ items / systems as per the enclosed end user's NIT specification, amendments and clarifications till placement of order including free supply items/equipment issued (as specified elsewhere in this specification) to the successful bidder by BHEL and obtaining 'Final Taking-Over Certificate' from end user (MSPGCL).	1	LOT

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

Sl. No.	ITEM DESCRIPTION	QTY.	UOM
6.2	Training of owner's personnel as mentioned in relevant sections of the end user's technical specification and corresponding amendments & agreements till placement of order.	1	LOT
3.15	<p>NOTE:</p> <ol style="list-style-type: none"> 1 The end user's specification, General specifications/Requirements, Amendments, Clarifications, Pre-bid & Post-bid queries and BHEL-HSE manual are part of this specification and shall be read with this technical specification. Bidder shall submit a signed copy of this Tender Enquiry Specification along with all enclosures as Technical Offer with the Bid without any Deviation. 2 Entire Civil, Structural & Architectural works for the proposed LHP & GHP as per the end user's specification are included in bidder scope. 3 Electrical and C&I scope of work will be as per Annexure-3. 4 Electrical load details shall be furnished by successful bidder within one month from date of LOA. 5 Complete detail engineering drawings, calculations, selection of components etc. shall be reviewed & subject to approval of BHEL/ end user during detail engineering. 6 Bidder to note that completion of engineering within the L1 schedule is a major milestone, so bidder shall put all endeavor to complete the same without linking to dispatch or front availability at site. As dispatches shall be sequential and it may so happen that actual requirement to site as per supply period, mentioned in L1 schedule is staggered/beyond the engineering completion schedule. In such event successful bidder shall not delay the ordering of BOI/ SMI on the pretext /issues of deferred supply period, shelf life of item, warranty issue etc. All care to be taken by the bidder in this regard during offer preparation. Similarly, during contract execution successful bidder shall ensure the same while ordering BOI to their sub-vendor such that there is no hindrance in drawing submission & engineering completion. 7 Bidder to refer drawings/documents enclosed in folders ANNEXURE-4 & ANNEXURE-18 i.e. Plot Plan, LHP & GHP Flow Diagram, Bottom Ash Hopper drawings in addition to all the drawings/documents as per end user's tender specifications. During detail engineering, it is the responsibility of bidder to carry out complete engineering documentation for the project. Please note that bidder shall be responsible for the performance and guarantee of complete system and all the other equipment/ items/ systems in this package. 8 Bidder to seal floor openings (which are provided for chutes and electrical & C&I system) with seal plate immediately after erection of chutes and 		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	<p>electrical & C&I items.</p> <p>9 Complete Detailed Engineering Drawings, Calculations, Selection of Components etc. shall be reviewed by BHEL Engineers and End User/ his consultant during Detail Engineering.</p> <p>10 Bidder to comply with the BATTERIES (MANAGEMENT & HANDLING) RULES-2001, BATTERIES (MANAGEMENT AND HANDLING) AMENDMENT RULES-2010 and E- WASTE (MANAGEMENT) AMENDMENT RULES, 2018 enclosed as ANNEXURE-15.</p> <p>11 During detail engineering, successful bidder has to submit all the drawings/documents and any other documentation through BHEL-ISG's Document Management System (DMS) like Wrench portal, etc. Bidder would be provided access to the DMS for drawing. /doc. approval and adequate training manuals will be available to bidder; which bidder has to get conversant with. Necessary IT related information will have to be collected by successful bidder after award of contract, by coordinating with BHEL-ISG IT department. All the documentation flow should happen in ISG's document management system only</p>
3.16	The design, engineering, manufacture, inspection and testing of the equipment shall comply with all the currently applicable statutes, regulations and safety codes in the locality where the equipment is to be installed and shall also conform to the latest edition of Indian and other international standards and codes. Nothing in this specification shall be construed to relieve the contractor of the required statutory responsibility. In case of any conflict & ambiguity in the standard to be followed the decision of BHEL/end user shall be final and binding.
3.17	Site fabrication of steel structure is allowed
3.18	Bidder shall strictly follow and adhere to the guidelines laid down in the enclosed BHEL's health, safety and environment manual (HSE) and PPE as per ANNEXURE-14
3.19	Bidder shall visit the site to familiarize with the Limestone, Gypsum Handling plant and Bottom Ash Hopper and site constraints before submitting the complete offer to BHEL in all respects. During the visit, bidder shall ensure the feasibility of execution of LHP & GHP & BAH as per the plot plan furnished with NIT and later on, no reference shall be drawn from the plot plan drawing in case of any hindrance and feasibility issues of the layout. Declaration in this regard shall be given as per format in Annexure-11 . No issues arising out of site condition or layout constraints shall be entertained later on during detail engineering and any modification required due to site condition or layout constraints shall be done by successful bidder without any cost implication to BHEL.
3.20	Cleaning of any debris produced by the bidder during E&C shall be done immediately by bidder at each front. Bidder to follow 5S system on daily/weekly basis.
3.21	Periodic checks for stored items such as rotation of bearings ends, belt drum and other condition checks shall be the responsibility of bidder. The objective is to ensure that the equipments/ items are not damaged due to long storage. Bidder to

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	seal floor opening with seal plate which are provided for chutes and electrical system immediately after erection of chutes and electrical items.
3.22	Bidder shall make their own arrangements well in advance for erection equipment such as crane, hydra, Farhana, trolley, truck, trailer, all tools & tackles, via chain pulley block, wire ropes, grinding machine, welding machines (including single phase portable welding machine), cutting sets, coupler, pulling & lifting tools such as slings, D-shackles, winches, etc. including precision measuring instruments that are required for E&C purposes at no extra cost to BHEL.
3.23	Bidder shall submit weekly engineering & site progress reports in BHEL's format and depute full project team for attending all project review meetings called by BHEL/ end user's Consultant / end user without fail.
3.24	Bidder to refer the sub vendor list enclosed in Annexure-8. Other sub-vendors if proposed by bidder is subject to end user's approval and meeting the NIT clauses related to additional vendor mentioned elsewhere. Successful bidder shall submit all requisite supporting documents of sub-vendors for approval by end user/BHEL on time. Any sub-vendor approval not approved by end user and in such event successful bidder will go ahead with procurement from only approved sub-vendors, without any price implication to BHEL. Delay in any new vendor approval from end user shall not be considered for delay analysis.
3.25	Bidder shall furnish the L-2 project schedule indicating various milestones and constraints within 1 month of the of the issue of LOA. Bidder shall furnish the L-3 project schedule in-line with L-2 schedule within the mutually agreed timeline between BHEL and bidder.
3.26	Bidder to ensure sufficient manpower throughout the contract for carrying out engineering and erection & commissioning activities in parallel at site.
3.27	During detail engineering, bidder to strictly adhere to BHEL/ end user's Consultant / end user drawing formats, document numbering, quality plan & FQP formats.
3.28	<p>During detail engineering, successful bidder(s) shall ensure flow of drawings/docs as mentioned below:</p> <ol style="list-style-type: none">1 All drawings/documents and its subsequent revisions shall be submitted to BHEL for initial review and comments.2 All BHEL comments shall be sent back to vendor for incorporation/correction within 7 days of receipt of drawings from vendor.3 Vendor to incorporate these comments without changing the BHEL revision number in the drawings/docs and re-submit within maximum 5 days along with the compliance sheet.4 Upon receipt of corrected drawings/docs from vendor, if the same are found OK, then it shall be submitted to end user/ end user's Consultant for their review/approval. But in case the drawings/docs are not found OK, then the same shall be again sent back to vendor for incorporation of comments/corrections and step i to iii shall repeat till drawings/docs are found in order. Only when the drawings/docs are found in order by BHEL, onward submission to end user/ end user's Consultant shall be done by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	<ol style="list-style-type: none">5 Bidder will be intimated about the drawings/ docs submission date to end user/ end user's Consultant.6 Thereafter it shall be respective bidder's responsibility for obtaining time bound approval on all the engineering drawings and documents from end user / end user's Consultant and resolving the technical queries raised by BHEL/ end user. BHEL's role shall be limited to that of an enabler for arranging such technical discussion, meetings, video conferencing with end user/ end user's Consultant.7 In the event end user/ end user's Consultant doesn't approve the drawings then the commented drawings/docs as received from end user/ end user's Consultant shall be sent to the vendor for revision.8 Revised drawings/docs with compliance in next revision shall be submitted maximum within 5 days along with the compliance sheet as per the attached format.9 The process as mentioned in point no. 1 to 8 above shall follow till approval is received from end user/ end user's Consultant.
3.29	Bidder to comply any statutory issues raised at site, which pertains to the area / work under bidder's scope.
3.30	Successful bidder shall furnish packing /shipment box details with information like packing box size, type of packing, weight of each consignment, sequence no. of dispatch, no. of consignment for each deliverable item against each billing break up units/ billable blocks. Without these details, the BBU shall not be approved during detail engineering as per attached Annexure-7 .
3.31	Also, complete billing break-up with above mentioned details as per attached format shall be submitted within 30 days of LOA.
3.32	All items/equipment shall be dispatched in properly packed condition (i.e. no item shall be dispatched in loose condition such that it becomes difficult to store/identify its location at site at later stage).
3.33	All critical items like idlers, critical loose items which normally get misplaced / pilfered at site must be sent to site in containers (container shall be free from corrosion against saline water), if space is available in container from previous item dispatch, then same container can be used for subsequent dispatches which need container storage.
3.34	During the operation period of Limestone & Gypsum Handling Plant, if the conveyor belts get elongated then cutting, re-splicing and joining of the belt shall be done by the bidder and it shall be in bidder' scope of work without any additional cost implication to BHEL till handover of system.
3.35	All the equipment shall be of robust construction, suitable for operation in dusty, humid and outdoor operation.
3.36	Material of construction (MOC) for all equipment/components if not mentioned in end user's NIT spec shall be subject to BHEL/ end user's approval during detail engineering. Accordingly, bidder shall consider MOC for all equipment/component as per best engineering practice, global standard and global references.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

3.37	Quality assurance and inspection of equipment shall be as per end user's specification. However, modalities of inspection (Stage, Final, In-process) shall be finalized during detail engineering after submission of quality assurance plan (QAP) which shall be subject to end user's approval.
3.38	Bidder's staff shall necessarily comply and ensure following at site: <ul style="list-style-type: none">a) Correctness checking during civil construction as per mechanical drawings.b) Frequent condition checks of stored material and its transportation to erection front.c) Stage wise erection of all Mechanical, Electrical and C&I equipment & accessories.d) Arranging technical specialist for supervision of specialized jobs from respective OEMs.e) Measurement Protocolsf) Preparation of inspection reports/Protocolsg) Any Protocols as per FQPh) Any other activity required for successful E&C at site
3.39	Bidder shall necessarily comply and ensure following w.r.t <u>pre-commissioning and commissioning activities:</u> <ul style="list-style-type: none">a) As soon as the facilities or part thereof has been completed for operation and structurally and before start-up, each item of the equipment and systems forming part of facilities shall be thoroughly cleaned by the bidder. The end user will verify & approve final cleanliness.b) Joint inspection of facilities or part thereof by bidder, BHEL & end user for correctness and completeness of facilities or part thereof and acceptability for initial pre-commissioning tests, commissioning and startup at site.c) Initiate start-up and commission the complete facilities, equipment integral with sub-systems and supporting equipment as a complete system. (all mechanical, electrical & C&I equipment and machine/system as a whole) in an integrated manner under his sole responsibility.d) Perform the required adaptation, vibration testing, adjustment and hot run the equipment to demonstrate its guaranteed capacity.e) Rectify the defects observed during commissioning under his sole responsibility without any additional cost implication to BHEL.f) Procedures, standard Check List/Testing Schedule/ Commissioning Schedule to accomplish above works shall be submitted to the Owner for approval prior to the respective implementation.g) Results of start-up tests and commissioning etc. will be recorded jointly by the bidder, BHEL and end user.
3.40	Bidder shall necessarily comply and ensure following w.r.t <u>trial Operation, performance and functional guarantee tests of the equipment/machine/system and preparation & submission of signed test protocols:</u> <ul style="list-style-type: none">a) Submit all final documents in compliance with the provisions of this specification & amendments.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	<ul style="list-style-type: none">b) Submit test procedures, manuals, and test evaluation methods prior to taking up Performance Tests etc.c) Offer equipment/machine/system for conducting trial Operation, performance and functional guarantee tests etc.d) Carry out the trial Operation, performance and functional guarantee tests etc. under their instruction and take full responsibility of the operation.e) Supply all consumables, change parts, special tools and tackles and commissioning spares in coordination with bidder's headquarter.f) Undertake O&M Services (as described and required for the subject package).
3.41	<p>Note:</p> <ul style="list-style-type: none">1 Bidder should carry out necessary corrections, modifications/repairs to the equipment/machine/system, to the satisfaction of end user, based on their observations, if any.2 The performance tests for all plant equipment will be carried out to satisfy all operating parameters as per the relevant clauses of the contract technical specification for the equipment under consideration.
3.42	<p>It shall be the sole responsibility of bidder's staff to do measurement and other protocols, prepare, maintain (record keeping) and follow all stage wise erection & commissioning protocols in line with FQP and end user's requirement. Also, getting the protocols signed by all concerned agencies - BHEL's Engineer and end user/ end user's Consultant shall be the responsibility of bidder's staff. Special care shall be taken for all payment linked protocols so that it is ensured that such protocols are signed well within time and no payment to BHEL is held up by end user on account of these protocols</p>
3.43	<p>Bidder to ensure that there shall be no loss of erection time due to any of the following reasons:</p> <ul style="list-style-type: none">a) Faulty/ Defective supply of parts/equipmentb) Improper packing and transportationc) Any short supply/ delay in supplyd) Any mismatch/ wrong supplye) Non-availability of replacement itemf) Any site modification, if it is due to mismatch between bidder's GA, detail drawings. etc.
3.44	<p>Bidder shall take care of following points:</p> <ul style="list-style-type: none">a) In general, BHEL's working hours/Holidays/weekly off at site shall be followed by bidders and it shall be informed time to time by BHEL's Resident Manager. Accordingly, bidder to align their site staff's working hours/Holidays/weekly off at site so that there is no loss of work and delay in project milestones& targets.b) BHEL's Resident Manager (at his sole discretion) may require bidder's services on weekly off/ holidays due to project exigencies; bidder to extend

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	<p>necessary support required during such events.</p> <p>c) While leaving the site, bidder's staff shall inform & take written permission from BHEL's resident manager as well.</p> <p>d) Suitable replacement shall be ensured during any personal emergency to the bidder's executive deputed at site at any given point of time and all such changes shall be brought to the notice of BHEL's Resident Manager.</p>
3.45	<p>Bidder shall necessarily comply and ensure following w.r.t Storage & Preservation for main supply material & mandatory spares at site:</p> <p>a) Prepare and submit the "Dispatch & Receipt Reconciliation Report".</p> <p>b) Make periodic condition checks for the safety of boxes/items during storage of main material, mandatory spares etc.</p> <p>c) Maintain requisite inventory records.</p> <p>d) Bidder has to keep the material properly as per storage work instruction (WI). In case bidder fails to adhere the WI and any consequential damage/missing items due to non-adherence of storage WI, no insurance claim shall be entertained by BHEL and items shall be replaced by vendor without cost implication to BHEL.</p> <p>e) Monthly inspection report to be submitted by successful bidder to BHEL site-in charge / Resident Manager for storage and preservation of materials kept under closed / open stores as part of RAB. In case bidder fails to report the status in any one of the month, further any damages reported in the subsequent month will not be entertained by BHEL and entire item has to be supplied by bidder at their own cost. No insurance claim shall be entertained.</p> <p>f) Bidder to refer GCC document as issued by BHEL.</p>
3.46	<p>On completion of erection of any major items along with its auxiliaries, the same shall be thoroughly inspected by the Contractor together with BHEL/ end user's Engineers for correctness, completeness and acceptability for Pre-Commissioning Tests. Though the end user's Engineers associate themselves with such inspection, the responsibility for declaration for correctness, completeness and acceptability shall rest with the Contractor and the pre-commissioning tests shall be carried out after such declaration. The pre-commissioning tests to be performed at site as well as necessary documentation and formats for the protocols to be signed during and after the tests shall be prepared by the Contractor considering relevant Indian/International Manufacturer's standards as applicable and finalized by the end user sufficiently in advance through mutual discussions. On conclusion of satisfactory pre-commissioning tests & commissioning of each equipment/ system, the trial operation shall start consistent with parameters of the technical specifications.</p>
3.47	<p>Bidder to note and follow the scope matrix between BHEL and EPC bidder as attached in Annexure-2.</p>
3.48	<p>Limestone consumption rate and Gypsum production rate and other material properties are attached in Annexure-4</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

3.49	Scope of Bottom Ash Hopper (BAH):
3.50	The complete scope of the package for the Design, Engineering, Manufacture, Supply, Construction, Erection & Commissioning and handing over for the Bottom ash hopper of Ash handling system shall be on the basis of single point responsibility, completely covering all the activities and services in respect of all the equipment & works specified and covered under the specifications
3.51	The scope of supply & services includes Design, Engineering, Manufacturing/Fabrication, Procurement, Inspection & Testing, painting, supply, packing & forwarding, Transportation to the site including customs clearance/ port clearance, Receipt at Site, Unloading, Storage, Preservation, Security, Intra-site transport & handling at site, Statutory clearances, Erection of structural steel structures, Erection & Commissioning, supply of paint and Painting at site and Handing Over of Bottom ash hopper of Ash Handling System to MAHAGENCO/BHEL.
3.52	Bidder shall include the responsibility of technical coordination (including participation in Technical co-ordination, Project review meetings with BHEL/MAHAGENCO/Site), submission of engineering drawings/ document and processing of their approvals by MAHAGENCO/BHEL is in their scope. Bidder shall be solely responsible for submission & approval of drawings, QAP, Field Quality Plans, Erection manual, as built drawings after E&C in time and shall plan the activities accordingly
3.53	The scope of work includes design, engineering, supply and E&C of Bottom ash hopper structure with stair case, gratings, hand rails , refractory lining and its accessories and mountings such as overflow weir box, seal trough, manhole doors, observation windows etc.as per the customer [MAHAGENCO] specification [Annexure-4]
3.54	Apart from the above, Bidder shall include the following also in his scope: <ol style="list-style-type: none">1. The design, manufacture, inspection and testing of the equipment shall comply with all the currently applicable statutory regulations and safety codes in the locality where the equipment is to be installed and shall also confirm to the latest edition of Indian and other international standards and codes. Nothing in this specification shall be construed to relieve the bidder of the required statutory responsibility. In case of any conflict & ambiguity in the standard to be followed the decision of the BHEL/customer shall be final and binding.2. Bidder shall provide suitable opening in Bottom ash hopper with sight glass in front and back side (4 Nos. in each bottom ash hopper). Cleaning arrangement of sight glass using service water shall be provided. Exact location of opening shall be decided during detail engineering.3. Making of Approach road, Chipping and levelling/ grading near erection location is in bidder's scope.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	<ol style="list-style-type: none">4. Hydrotest (water fill test) test for the Bottom ash hopper to be done by the bidder. The arrangement of water, filling and draining of the water after test, even if the test is repeated, shall be in bidder's scope.5. Cleaning of any debris produced by the bidder during E&C shall be done immediately at each front6. Supply of grouting material and erection of the same are in bidder's scope.7. Any raw material/equipment/item shall be procured only from MAHAGENCO Approved sources [refer Annexure-8]8. Quality assurance and inspection shall be as per MAHAGENCO specification. However, modalities of inspection (Stage, Final, In-process) shall be finalized during detail engineering after submission of quality assurance plan (QAP).9. For Technical discussions regarding any erection issues related to erection drawings/supplies, any modification at site due to site conditions, bidder shall depute concerned engineers to site/customer place to resolve the issue as well as submission of related revised drawings. As built drawings shall be submitted by the successful bidder after visiting the site from time to time by their engineering personnel to note the modifications and incorporate in drawings.10. Bidder to extend all help and documentary support for compliance and addressing any statutory issues raised by BHEL/MAHAGENCO which pertains to the area / work under bidder's scope
3.55	<p>DESIGN INPUTS: The Bottom ash hopper volume calculation is approved and the location of Hopper Columns is also finalized. The Civil foundation drawing is also finalized and released to site for construction. Bidder to adhere to the details furnished in these Approved drawings. Please refer Annexure-18 for details.</p>
3.56	<p>The Bidder's scope of work includes supply of paints and painting of all equipment/items and structures as per stipulated requirements in the specification.</p>
3.57	<p>Bidder to follow the HSE and PPE Manual furnished in Annexure-14 during all the stages of execution of this package</p>
3.58	<p>Bidder has to consider and envisage mobilization of all resources (Labour, Machines, cranes etc.) required, including manpower, in a shortest possible time during execution time. For this, bidder has to consider advance resource planning so that erection by the successful bidder is not delayed</p>
3.59	<p>All site activities like unloading, receipt, storage, security & handling material inside and outside site, erection and commissioning and handing over to BHEL/MAHAGENCO shall be in bidder's scope.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

3.60	Bidder shall be responsible to ensure correct implementation of their design of civil and structural works at site and erection of all electrical and Mechanical items.
3.61	Vendor to ensure sufficient manpower throughout the project for erection and commissioning activities.
3.62	Erection of all items shall be in line with the "Erection & Commissioning manual"
3.63	Cost of repair/replacement of damaged equipment /parts, if any, including material & maintenance works shall be borne by successful bidder.
3.64	Void
3.65	All the T&P [Tool and plant] required for the execution of the package till handing over to BHEL/MAHAGENCO shall be in the scope of bidder.
3.66	Bidder shall make their own arrangements well in advance for erection equipment such as crane, hydra, Farhana, trolley, truck, trailer, all tools & tackles, via chain pulley block, wire ropes, grinding machine, welding machines (including single phase portable welding machine), cutting sets, coupler, pulling & lifting tools such as slings, D-shackles, winches, etc. including precision measuring instruments that are required for E&C purposes
3.67	It shall be the sole responsibility of bidder to do measurement, prepare and maintain all protocols at all stages during E&C (Foundation handing over, erection, commissioning etc..). Getting approval on protocols from BHEL/MAHAGENCO is bidder's responsibility.
3.68	The Standard Field quality plan for Bottom ash hopper and the manufacturing plan of Bottom ash hopper is furnished in Annexure-19. Bidder to adhere to the same.
3.69	The successful bidder shall submit the Quality plans for approval by MAHAGENCO/BHEL. Inspection shall be done based on the approved Quality plans
3.70	The successful bidder shall submit the Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) for approval by BHEL/MAHAGENCO. The same shall be followed during fabrication and erection. Only qualified welders shall be employed in manufacturing and erection activities.
3.71	General:
3.72	BHEL specification has to be read in conjunction with the MAHAGENCO NIT specification, clarifications & Amendments along with all other annexures listed above and declaration shall be submitted to BHEL for confirming that bidder has gone through all technical specification, amendment & clarification of end user and BHEL along with list of annexures mentioned above of technical enquiry specification.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

3.73	In the event of any conflict or ambiguity between the specifications for any particular equipment, system, design criteria, in the standard &/or specification, &/or interpretation of clauses in this enquiry specification &/or its various annexures, the more significant and stringent of the two requirements shall prevail and the decision of BHEL shall be final & binding, which bidder has to adhere to the same without any additional cost & time implication whatsoever to BHEL. Any other interpretation of the contract clauses (If any) in the specification & its annexures, derived by bidder shall be brought for the discussion during pre-bid stage only and once the contract is awarded, any other interpretation shall not be entertained, which are not in line with the intent of the specification/BHEL's interpretation.
3.74	Tool and Plants: All the T & P required for the execution of the package till handing over of the Unit to end customer shall be in the scope of Bidder.
3.75	The works covered under the scope of the bidder have to be executed in an existing power station. The bidder shall take all necessary precautions to protect the existing equipment, structures, facilities and buildings etc. from damage. In case any damage occurs due to activities of the bidder on account of negligence, ignorance, accidental or any other reason whatsoever, the damage shall be made good by the bidder at his own cost to the satisfaction of the Owner. The bidder shall take all necessary safety measures to avoid any harm, injury to his workers/staff from the equipment / facilities of the power station.

3.76	On completion of erection of any major items along with its auxiliaries, the same shall be thoroughly inspected by the bidder together with BHEL/ end user's Engineers for correctness, completeness and acceptability for Pre-Commissioning Tests. Though the end user's Engineers associate themselves with such inspection, the responsibility for declaration for correctness, completeness and acceptability shall rest with the bidder and the pre-commissioning tests shall be carried out after such declaration. The pre-commissioning tests to be performed at site as well as necessary documentation and formats for the protocols to be signed during and after the tests shall be prepared by the bidder considering relevant Indian/International Manufacturer's standards as applicable and finalized by the end user sufficiently in advance through mutual discussions. On conclusion of satisfactory pre-commissioning tests of each equipment, the trial operation shall start consistent with parameters of the technical specifications.
3.77	<u>Royalty & other fees:</u> Any royalty required to be paid for excavation work, back filling, materials borrowed from outside for development/embankment etc. shall have to be paid by the contractor to the concerned revenue authorities at his own cost and the contractor shall be fully responsible for the same. Royalty challan and statutory documents shall be submitted along with RA Bills for processing of Bills. In the event of non-availability of royalty/statutory documents along with RA Bill, BHEL site at its discretion may opt to withhold relevant amount

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	<p>from the running RA Bills and process the bill further to maintain proper cash flow and continuity of work.</p> <p>The Contractor shall pay and indemnify the Employer against any default in payment of Royalties or Seignorage Fee or Cess or other charges by the Contractor or the agency from which the Contractor purchases soil/earth, sand, stone/aggregates, metals, minerals or minor minerals.</p> <p>In the event of there being a statutory increase in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of original challan by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the Contractor. The base date for calculating the increase or decrease shall be the rate as on seven (7) days prior to the date of Techno-commercial (Envelope-I) bid opening. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually accepted for payment), whichever is less, and on the basis of documentary evidence of Govt. Notification. However, the Contractor will settle claims, if any, on account of over charge by the State Authorities.</p>
3.78	<p><u>OPERATION & MAINTENANCE (O&M):</u> Complete operation & maintenance (O&M) of this EPC package till successful trial operation and hand over of this EPC package to end user shall be in bidder's scope. Supervision of complete operation & maintenance (O&M) of this EPC package until final handing over of complete plant shall be in bidder scope. The O&M shall start only after written confirmation of BHEL resident manager/ engineer (if required). Bidder to ensure deputation of sufficient manpower for operation of the plants in shifts as per the site requirement. Bidders to note that all consumables/ tools tackles/ manpower required during the period of O&M, shall be included in the scope of Bidder and no additional payment will be made by BHEL in this regard.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IV: Time Schedule

4.0	TIME SCHEDULE- After the issuance of the LOA for the EPC PACKAGE FOR LIME HANDLING PLANT, GYPSUM HANDLING PLANT AND BOTTAM ASH HOPPER UNIT-11 & 12, the total work shall be completed within 32 months.		
4.1	Zero date - Date of Issuance of LOA shall be considered as the Zero Date for the Package		
4.2	Schedule of important Activities:		
	SL No	Description	Tentative Completion Schedule from Zero Date
			Unit-11 Unit-12
	1	Basic Engineering	Within 1.5 Months Within 1.5 Months
	2	Detailed Engineering	Within 14 Months (M1) Within 14 Months (M1)
	3	Supply completion of Structure and equipment for Limestone Handling system	Within 20 Months Within 20 Months
	4	Supply completion of Structure and equipment for Gypsum Handling system	Within 20 Months Within 20 Months
	5	Supply completion of Bottom Ash Hopper	Within 20 Months Within 26 Months
	6	Readiness of Bottom Ash Hopper	Within 25 Months (M2) Within 31 Months
	7	Readiness of Limestone unloading and Gypsum handling facility	Within 31 Months Within 31 Months
	8	Completion of Facilities	Within 32 Months Within 32 Months
4.3	Intermediate Milestones		
4.3.1	Provision of Penalty in case of slippage of Intermediate Milestones: In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 above, delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.		
4.3.2	Two Major Intermediate Milestones are identified as M1 and M2.		
	Milestone	Tentative Completion Schedule from Zero date	
	Detailed Engineering	Within 14 Months (M1)	
	Readiness of Bottom Ash Hopper for unit-11	Within 25 Months (M2)	
4.3.3	In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of executable contract value*, limited to maximum 2% of		

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IV: Time Schedule

	executable contract value, will be withheld.
4.3.4	In case delay in achieving M2 Milestone is solely attributable to the contractor, 0.5% per week of executable contract value*, limited to maximum 3% of executable contract value, will be withheld.
4.3.5	Amount already withheld, if any against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 Milestone.
4.3.6	Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.
4.3.7	Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on final delay analysis on completion/ closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.
4.3.8	In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.
4.3.9	Contractor shall make all possible efforts to expedite the activities, in case of delay of any intermediate milestone, to maintain overall project completion schedule.
4.3.10	*Executable Contract Value - Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.
4.4	<p>Inputs exchange between the EPC vendor and BHEL in line with the scope defined in the relevant annexures shall be progressive.</p> <p>Detailed L-2 Schedule and L3 Schedule, including inputs requirement dates from BHEL, shall be prepared and submitted by Vendor for approval of BHEL.</p> <p>To meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule requirements, vendor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.</p>
4.5	Bidder may note that there are certain structures which shall be in close vicinity to the Main BTG Area. Completion of those equipment foundations and related works shall be prioritized in consultation with BHEL Construction Manager at site, so that BHEL's works in the main plant area doesn't hamper.
4.6	<p>DELIVERY / COMPLETION SCHEDULE (FOR Turnkey Packages E&C contract):</p> <p>E&C shall be considered completed after completion of TRIAL operation PG test and Handing over (as applicable) of complete package.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IV: Time Schedule

4.7	GUARANTEE/WARRANTEE/ DEFECT LIABILITY PERIOD: - The Contractor shall guarantee that the equipment supplied shall be new and in accordance with the contract documents and be free from defects in design, material and workmanship for a period of 12 (twelve) calendar months commencing immediately upon completion of successful Performance Guarantee Test of the Plant OR taking over of the plant by the owner as per the provisions of Clause No. 4.8 below whichever is earlier. However, Defect Liability period shall be limited to not later than 18 months after successful completion of Trial Operation if, intimation is received from contractor within one month after successful completion of Trial operation regarding readiness to perform PG test and all major punch points which affect performance of plant directly are completed by contractor. The contractor shall be responsible for replacement of any defective part in the equipment arising from faulty design, materials and/or workmanship. Such replaced defective parts may be collected by the contractor at his own cost from the site.
4.8	In case the Performance Guarantee Test cannot be carried out at specified time due to reasons attributable to the owner, the plant shall be taken over 120 days after the intimation from the contractor provided the owner is satisfied about his readiness for conducting the Performance Guarantee Test. In such case, the Owner shall issue notification to the contractor to the effect that the plant is taken over which shall trigger the Defect Liability (Guarantee) Period and the payments becoming due against completion of successful Performance Guarantee Test shall be released to the contractor against the Bank Guarantee of equivalent amount. However, such taking over of the plant shall not absolve the contractor from its liability to prove the performance guarantees, which shall be proven through a Performance Guarantee Test at the earliest possible from the date of taking over of the plant but not later than 30 days from the date of issuance of notice by the owner confirming its readiness to provide inputs required for the PG test
4.9	LATENT DEFECT LIABILITY: Latent Defect liability period shall be 24 months from the end of Defect Liability period.
4.10	Final Acceptance and Handover of the Unit: The plant owner shall accord final acceptance of the unit and takeover the unit from the contractor for commercial operation only if: - The trial operation of the unit in accordance with the provisions of the contract is completed successfully. - The Performance Guarantee Test is successfully completed (All the tests covered under LD clauses and under corrections). - Submission of Performance Guarantee Test reports by the contractor and acceptance of the same by the plant Owner.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IV: Time Schedule

	<ul style="list-style-type: none">- All permits required to operate and maintain the Unit/Block/Plant which are to be obtained by the Contractor have been so obtained.- All documents/manuals required under the contract to start up, operate and maintain the plant are delivered to the owner.- The mandatory spares and special tools and tackles ordered against the Contract and which plant Owner considers essential to be supplied before Taking over of Plant for uninterrupted Operation of the Plant are delivered to the plant owner.- Contractor has successfully completed the training programme for Operation and Maintenance personnel
4.11	On conducting the Performance Guarantee Test, if it is established to the satisfaction of the Owner that the equipment is performing as specified in the Technical Specifications, the Owner shall issue to the Contractor a final acceptance certificate indicating the date from which the equipment has been taken over.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - V: Limiting Guarantee Power

5.0 LIMITING GUARANTEE POWER: Bidder to refer Annexure-5

Sl. No.	Area	Flow Path	Total power consumption BkW	Duty Factor	Total Limiting Guaranteed Power in KW with duty factor for path as defined in NIT Spec.
	(A)	(B)	(C)	(D)	(E)=(C) x (D)
1.	Limestone Handling Plant	As defined in Annexure-5			228 KW
2.	Gypsum Handling Plant				91 KW

Note:

1. Bidder shall furnish Complete Drive Schedule and the Guaranteed Power Consumption in KW for the conveyor system path wise as per specification along with the offer. Bidder to note that BHEL has considered/declared the auxiliary power consumption of 228 KW for LHP & 91 KW for GHP along the paths & duty factors as mentioned in Annexure-5.
2. During demonstration at contract execution stage if this limiting guaranteed KW is exceeded by bidder it shall be treated under LD clause
3. Individual conveyor & associated equipment's power consumption at the input terminals of all the drive motors shall be limited to figures as mentioned in ANNEXURE-5 enclosed, when the system/equipment is operating at guaranteed capacity.
4. All guarantee power shall be measured at switchgear terminal. Necessary equipment for measuring the same to be deployed by bidder as per the requirement.
5. Bidder to furnish the guarantee declaration as per enclosed ANNEXURE-6.
6. Bidder shall furnish the complete drive list in line with enclosed ANNEXURE-9.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - VI: Sub Qualification Requirements

6.0	<p>SUB- QUALIFICATION REQUIREMENT</p> <p>Bidder to note that following sub qualification requirements to be met and further clearance to be taken from BHEL/MSPGCL for vendor approval as per procedure laid down for vendor approval from MSPGCL. Only BHEL & MSPGCL approved vendor shall be considered before placement of order on sub-vendors and same has to be ensured by the successful bidder</p>
6.1	<p>Bottom Ash Hopper: The Bidder shall source Bottom Ash Hopper from a manufacturer/supplier who has executed water impounded Bottom ash hopper of Ash handling system for at least One (1) 250MW or more pulverized coal fired boiler plant, involving design, engineering, manufacturing (or got manufactured), supply, erection & commissioning (or supervision of erection and commissioning).</p> <p>Notes:</p> <ul style="list-style-type: none"> i). The activity of design and engineering under (6.1) should have been carried out by the bidder. ii). The system/item mentioned at (6.1) above, should have been in successful operation in at least one (1) plant for at least one (1) year prior to the date of techno commercial bid opening.
OR	
6.2	<p>The Bidder shall source Bottom Ash Hopper from a manufacturer/supplier who has executed fabrication and erection of Bottom ash hopper or Structural Settling/Surge tank or Structural Silos for a Ash handling plant but does not meet the requirement of water impounded bottom ash hopper referred under clause 6.1 in part or full, provided the Prime bidder associates/engages a design agency for vetting/review/carrying out the design and Engineering activity of water impounded bottom ash hopper referred under clause 6.1.</p> <p>Design agency for water impounded bottom ash hopper can be either wet bottom ash system supplier meeting the qualification of clause (6.1) or a design consultant having experience of design/review of Jet Pump System in conjunction with water impounded bottom ash hopper which are in successful operation in at least one (1) plant for a period not less than one (1) year prior to the date of techno commercial bid opening. Vetting by reputed institutes like IITs & IISc is also acceptable.</p> <p>In such a case, the bidder shall be required to furnish a letter of support from the design agency for successful performance of water impounded bottom ash hopper valid up to the end of defect liability period of the contract</p> <p>The format for the same is attached as Annexure-17</p>
6.3	<p>Sources meeting qualifying/Provenness criteria of all the other Items/Equipments which shall be part of the package (LHP+GHP+BAH) and required for the completion of the package shall have to be met by the bidder in line with the attached MSPGCL Technical specifications.</p>
6.4	<p>In notes (i) under above clause 6.1, bidder is source supplier from whom Bottom Ash hopper is proposed to be sourced</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VII: Terms of Payment

7.0	PAYMENT TERMS
7.1	Supply for Plant and Equipments (excluding Mandatory Spares) quoted on Ex-works (India) basis
7.1.1	<p>70% of Total Ex-Works Supply Price Component of the Contract Price for each identified equipment upon dispatch of equipment from manufacturer's works on pro-rata basis on production of invoices, packing lists, satisfactory evidence of dispatch (which shall be original Goods Receipt or receipted GR/Rail Receipt), inspection reports/tests certificate</p> <p>For Supply Payment: Payment will be released within 60 days (Non-MSE vendors) after submission of complete set of valid documents, as specified under respective payment terms.</p> <p>For Supply Payment: Payment will be released within 45 days (MSE vendors) after submission of complete set of valid documents, as specified under respective payment terms.</p>
7.1.2	<p>20% of Ex-works price with freight of Supply Price Component of the Contract Price for each identified equipment on receipt of equipment at site on pro-rata basis and physical verification and certification/ acceptance by the Owner for the equipment received in good condition and stored at site.</p> <p>Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.</p>
7.1.3	<p>a) Five Percent (5%) of Ex-works Supply Price Component of the contract price on Successful Completion of Trial Operation.</p> <p>b) Five Percent (5%) of Ex-works Supply Price Component of the contract price on Successful Final Taking Over of the package.</p>
7.1.4	<p>Notes:</p> <p>a) The basis for the pro-rata payments at S. No. 7.1.1 & 7.1.2 above shall be the Billing Break-up (BBU) to be finalized subsequently after award of Contract. The Billing Break Up shall be generally on item rate basis. However, for the items which are generally supplied and billed on weight (tonnage) basis, the Billing Break-Up may be considered on weight (tonnage) basis.</p> <p>b) In case Installation Price (excluding Civil and site fabricated Structural works price) is less than 10 % of Total Contract Value, the amount by which it is lower shall be retained proportionately from the Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on Final Taking Over of the plant.</p>
7.2	<p>Payment Terms for Mandatory Spares:</p> <p>100% of Ex-Works price component of the spares to be paid on pro-rata basis on receipt and storage at site and on physical verification and acceptance by the</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VII: Terms of Payment

	<p>owner for the spares received in good condition and stored at site and despatch instructions issued by the Owner/BHEL.</p> <p>For Mandatory Spares Payment: Payment will be released within 60 days (Non-MSE vendors) after submission of complete set of valid documents, as specified under respective payment terms</p> <p>For Mandatory Spares Payment: Payment will be released within 45 days (MSE vendors) after submission of complete set of valid documents, as specified under respective payment terms</p>
7.3	<p>SITE Works- Civil and Site Fabricated Structure works Shall be paid as under:</p>
7.3.1	<p>90 % (Ninety percent) of the total Civil works price component & Structure works of Price Component of Contract Price shall be paid progressively on certification by the BHEL/Owner for the quantum of work completed and by BHEL/Owner field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.</p> <p>Note:</p> <p>a. In case the Civil Works Price (including site fabricated Structural works) is less than 50 % of Total Contract Value, the amount by which it is lower shall be retained proportionately from the Ex-Works component of Contract price while releasing payments due on dispatch of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of Civil Works including Structural works (if any) corresponding to the respective equipment and its certification by the Project Manager of Owner/BHEL.</p> <p>b. In case the Civil Works Price (including site fabricated Structural Works Price) is more than 60 % of Total Contract Value, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including site fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.</p> <p>The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. 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. 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.</p>
7.3.2	<p>a) Five Percent (5%) of total Civil & site fabricated Structural works Price component of Contract Price shall be paid on Successful Completion of</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VII: Terms of Payment

	<p>Trial Operation.</p> <p>b) Five Percent (5%) of total Civil & site fabricated Structural works Price component of Contract Price shall be paid on Final Taking Over</p>
7.4	Site Works- Installation Services – Erection and Commissioning - excluding Civil and site fabricated Structural work portion:
7.4.1	<p>Ninety Percent (90%) of the Installation Services component of Contract Price (excluding Civil and site fabricated Structural works) shall be paid on pro-rata basis against progressive erection of the identified equipment on certification by the owner/BHEL for the quantum of work completed and on certification by the Owner's/BHEL field quality assurance and surveillance representative for the successful completion of quality check points involved in the quantum of work.</p> <p>The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. 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. 60% of RA Bills complete and correct in all respects and certified by BHEL Engineer, shall be paid within 15 days of receipt. Balance payment shall be within 30 days.</p>
7.4.2	<p>a) Five Percent (5%) of total Installation Services Component of Contract Price (excluding Civil and site fabricated Structural Works) on Successful Completion of Trial Operation.</p> <p>b) Five Percent (5%) of total Installation Services Component of Contract Price (excluding Civil and site fabricated Structural Works) on Final Taking Over.</p>
7.4.3	<p>Note:</p> <p>a) The basis for the pro-rata payments at Sl No 7.3.1 & 7.4.1 shall be the Billing Break up to be finalized subsequently bases on the following guidelines.</p> <p>b) The Billing Break up shall be on weight (tonnage) basis. However, for the items which are generally supplied, erected and billed an item rate basis, the billing break up, may be considered on item rate basis.</p>
7.5	VOID
7.6	DOCUMENTS TO BE SUBMITTED BY VENDOR
7.6.1	<p>Payment Under main supply, against dispatch of materials:</p> <p>I. Invoice</p> <p>II. LR / Courier receipt / RR (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) (For indigenous supplies)</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VII: Terms of Payment

	<p>III. Bill of Lading or Air Way Bill (For imported items)</p> <p>IV. COO - Certificate of Origin (For imported items)</p> <p>V. Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately</p> <p>VI. Duty drawback (if applicable) documents: As per applicable law</p> <p>VII. E-way bill as may be applicable.</p> <p>VIII. Despatch clearance/MDCC from customer</p>
7.6.2	<p>For claiming MRC Payment:</p> <p>I. Commercial Invoice</p> <p>II. Material Receipt Certificate-MRC (copy), duly signed by BHEL / Customer.</p> <p>III. Bill of Entry</p>
7.6.3	<p>FOR CLAIMING ERECTION & COMMISSIONING (Installation works), CIVIL & STRUCTURAL PAYMENT:</p> <p>Along with GST invoice, Running Account Bill (RAB) & Measurement Book (MB), in BHEL format, following additional documents need to be submitted:</p> <p>i. Proof of wages paid (up to previous RAB / Invoice).</p> <p>ii. Monthly EPF remittance challan (if applicable). Up to previous RAB / Invoice)</p> <p>iii. Monthly ESI remittance challan Up to previous month)/ W.C. Insurance Policy, Valid Labor License (if applicable).</p> <p>iv. Bank Guarantee, if applicable as per Notes of payment terms.</p> <p>v. WAM-6</p> <p>vi. Quality document</p> <p>FOR CLAIMING PAYMENT AGAINST TRIAL OPERATION, PG/ DEMONSTRATION TEST(S) AT SITE, HANDING OVER:</p> <p>i. GST invoice</p> <p>ii. Certification for completion of activity as per payment terms from BHEL/Customer.</p> <p>iii. HR compliances, store NOC and any other documents, as per checklist, if any issued by REGION/ISG during detailed LOA or execution of the contract, Compliance of these is required before 1st retention payment release.</p>
7.6.4	<p>FOR CLAIMING PVC AMOUNT:</p> <p>i. GST compliant invoice</p> <p>ii. PVC calculation duly approved by BHEL</p> <p>iii. All documents in support of PVC calculation.</p>
7.7	<p>PRICE VARIATION CLAUSE: -</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VII: Terms of Payment

	<p>PVC shall be applicable for Ex-Works Price of Plant and Equipment, Mandatory Spares, Installation Price Component of Contract Price, Civil and Structural Works price component of Contract Price as per Appendix-K (PVC) and in line with the NIT, amendment's clarifications there off.</p> <p>The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment, Mandatory spares, Installation, Civil and Structural Works, as per price break-up furnished by the Contractor.</p> <p>The price adjustment shall subject to a ceiling of $\pm 20\%$ of the contract price (excluding taxes, duties, freight, insurance). This ceiling shall be applicable for the contract price (excluding taxes) and not to the price billed in individual invoices.</p> <p>For Claiming PVC, the base date shall be considered as the Last Date of Bid Opening.</p>
7.8	<p>NON-PAYMENT OF INTEREST</p> <p>Notwithstanding anything to the contrary contained in any other document comprising the contract, no interest shall be payable to the Seller/Contractor on any money or balances including but not limited to the security amount, bank guarantee amount, EMD, retention money, any bills or any amount withheld which may become due owing to difference or misunderstanding or any dispute between the BHEL and the Contractor, or any delay on the part of BHEL in making periodical or final payment or any other aspects incidental thereto.</p>
7.9	<p>BILLING BREAK UP (BBU)</p> <p>The basis for the pro-rata payments above shall be the Billing Break-up (BBU) to be finalized subsequently after award of Contract.</p> <p>The Contractor shall prepare and submit to BHEL for approval within 7 days from the date of LOA, a break-up of the Contract Price in the currencies of the Contract in line with Chapter-XIX (BOQ format).</p> <p>The aggregate sum of the Contractor's price break-up shall be equal to the Total Contract Price. The break-up thus submitted shall be approved by BHEL.</p> <ul style="list-style-type: none">a) Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/site fabricated Structural works price) should not be less than 10% of the total Contract Value.b) Bidders are advised to price their bids in such a manner that Mandatory Spares Price Component of the bid price should not be less than 5% of the cumulative total Ex-works Price of Main Equipment.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VII: Terms of Payment

	<p>c) Bidders are advised to price their bids in such a manner that the Civil Works (including site fabricated Structural works) Price Component of the bid price should be in the range of 50-60 % of the total contract value.</p> <p>The price break-up shall be interlinked with the agreed detailed PERT Network of the Contract, setting forth starting and completion dates for the various key phases of the Facilities and the submitted Break-up of the Contract Price for Main Equipment supplies shall contain the date of dispatch necessarily.</p> <p>The unit / set / system / package for the purpose of the payment under sl.no. 7.1 to 7.8 shall be either as per price format or mutually agreed during approval of billing schedule. Further, the purchaser reserves the right to withhold any amount for the agreed scope of work, not completed/ partially completed/ pending punch points etc. Decision of the Purchaser in this regard shall be final and binding on the seller/ contractor.</p> <p>The Billing Break Up shall be generally on item rate basis. However, for the items which are generally supplied and billed on weight (tonnage) basis, the Billing Break-Up may be considered on weight (tonnage) basis.</p> <p>Any payment under the Contract, subsequent to Advance payment, shall be made only after the Contractor's price break-up is approved by the BHEL.</p> <p>Further, the BHEL reserves the right to withhold any amount for the agreed scope of work, not completed/ partially completed/ pending punch points etc. Decision of the BHEL in this regard shall be final and binding on the seller/ contractor.</p>
7.10	<p>Secured Recoverable Advances: Interest Free Secured Mobilization Advance. will be payable under exceptional circumstances on certification of BHEL Construction Manager at Site.</p> <p>5% of Interest Free Mobilization Advance shall be applicable only on Total Civil (including site fabricated Structural) + Installation/ Erection Works in line with the Approved BBU.</p> <p>A) For Establishment of Site Office and Posting of Site Manager and team consisting of Construction/Erection Engineers, Quality Engineer, Safety Engineer etc. as required in Site Office – 1.5 %.</p> <p>B) For Start of Civil Works at Site including the Mobilization of the Required T & P as required for execution of the Civil Works at site – 2 %.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VII: Terms of Payment

	<p>C) For Start of Structural Fabrication Works including the Establishment of Site Facilities, Deployment of T & Ps as required- 1.5 %.</p> <p>The Requirements of T&Ps for the start of works defined (C) shall be in line with the Project Requirement and as certified by the project manager of BHEL.</p> <p>Note: -</p> <ol style="list-style-type: none">1. BHEL Site-CM shall be the deciding authority for assessing the admissibility of advance payment to contractor.2. In case contractor do not fulfil the agreed conditions of payment of earlier mobilization advance, BHEL Construction Manager will have the authority to not allow the subsequent mobilization advance to contractor.
7.11	<p><u>Price Bid</u></p> <ol style="list-style-type: none">a) Price Basis for supply (plant and equipment including spares): Ex-works Basis, inclusive of type test, packing & forwarding charges including sea-worthy packing (wherever applicable), all taxes & duties, levies etc., except Goods & Service Tax (GST). All import implications including but not limited to Basic Customs Duty, Education cess, antidumping duty, safeguard duty etc. applicable for imported items shall be included in the ex-works price of plant and equipment including spares.b) Ownership of the Plant and Equipment (including spare parts) to be supplied shall be transferred to the Purchaser when the Plant and Equipment (including spares) are loaded on to the mode of transport to be used to convey the Plant and Equipment (including spares) from the works to the site.c) Transportation of goods up to Destination shall be arranged by vendor on behalf of BHEL.d) Price Basis for E&C and other Services: Basic price basis inclusive of all taxes & duties, levies etc., except Goods & Service Tax (GST).

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - VIII: Liquidated Damages

8.0	<p>LIQUIDATED DAMAGES/PENALTY</p> <p>The period of completion of the work as stipulated in this contract shall be deemed to be essence of contract. The contractor shall organise his resources and perform his work so as to complete the same not later than the Time schedule as per TCC. If the Contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in Contract, or within any extension of time granted by BHEL, it shall be lawful for BHEL to levy Liquidated Damages as mentioned hereunder</p>
8.1	<p>LIQUIDATED DAMAGES DELAYED DELIVERY</p>
8.1.1	<p>The progress of the execution shall be reviewed on monthly basis and report of the same which shall include progress of engineering, inspections, supplies, construction/erection, testing, commissioning and photographs of site (in numbers and size as may be directed by the BHEL/owner) and indicating planned vis-à-vis actual start/finish dates of activities, contractor's plan to makeup the delays, if any, shall be invariably submitted to BHEL and end customer i.e. owner.</p>
8.1.2	<p>LD for Completion of Facilities:</p> <p>Half percent (1/2%) of contract value (excluding Mandatory Spares), per week of delay or part thereof in successful Completion of Facilities as per the scope of work of the Contractor. The total amount of Liquidated Damages for delay under the contracts will be subject to a maximum of 7.5 % of the total contract price.</p> <p>Liquidated Damages for delay in supply of Mandatory spares beyond the dates stipulated under the Contract shall be as follows:</p> <p>Half percent (1/2%) of contract price of the undelivered portion of Mandatory Spares, per week or part thereof of delay, subject to maximum of Seven and half percent (7.5%) of the total contract price of mandatory spares pending in supply beyond the contractual cut-off date.</p>
8.1.3	<p>Since, it is an EPC PACKAGE; Liquidated Damages (LD) shall be applicable only in the event of a delay in completion of the entire scope of work (completion of Facilities), which includes both supply and services. LD shall not be levied for delays limited to supply alone, provided the overall scope of work is completed within the stipulated timeline, including any time extensions granted for delays not attributable to the bidder.</p>
8.2	<p>LIQUIDATED DAMAGES/PENALTIES FOR SHORTFALL IN GUARANTEED PERFORMANCE PARAMETERS:</p>
8.2.1	<p>In case the results of the performance Guarantee tests as stipulated in the specifications show that the equipment have failed to meet the guaranteed performance requirements, the seller/ contractor shall carry out the modification, if necessary within specified timeline given by BHEL. If the equipment fails to meet the guaranteed parameters at the end of above specified period, BHEL/Owner may at his discretion reject the equipment or accept after assessing the liquidated damages to be payable by the seller/contractor.</p>
8.2.2	<p>Alternatively, in case the seller/ contractor does not fulfil the guaranteed</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VIII: Liquidated Damages

	parameters, BHEL may undertake to rectify the system/ equipment and expenditure incurred along with any other incidentals shall be recovered from the seller/contractor. In case of un-remedied any excess consumption of Auxiliary Power consumptions and shortfall of other guarantee parameters (as per applicability) for the ordered package as agreed by the seller/contractor in the contract, the seller/contractor shall be liable to pay BHEL by way of LD/Penalty for performance shortfall as stipulated in End User Document NIT document and its amendments, Clarifications etc. If any applicable for this contract.
8.2.3	Contractor's liability to pay liquidated damages for failure to meet the Performance/functional guarantee shall not exceed Ten percent (10%) of the Contract Price.
8.3	Contractor's aggregate liability to pay liquidated damages for delay in completion of project and for shortfall in guaranteed performance parameters, cumulatively shall not exceed Fifteen percent (15%) of the Contract Price. This is excluding of LD on Mandatory spares.
8.4	Contract Price shall mean the contract value (excluding the price of mandatory spares along with applicable freight) along with applicable price variation.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IX: WORK INSTRUCTIONS FOR STORAGE AND HANDING OVER OF SPARES

9.0	WORK INSTRUCTIONS FOR STORAGE & HANDING OVER OF MANDATORY SPARES:
9.1	Mandatory Spare Parts <ol style="list-style-type: none">1 The list of mandatory spares which are considered essential by the Owner is indicated in the relevant part of the specification and the Bidder shall include the itemized and total price for all these spares. Where the spares are indicated as a percentage and result in a number plus fraction, the same shall be converted to the near higher whole number.2 The prices for mandatory spares must be given separately and shall be used for bid evaluation purposes.3 For all bought out item packages, the contractor shall provide complete material/ component list along with detail specification, drawings, component part no. etc. during detailed engineering stage prior to final approval. Such approved document / drawings shall be made available at site (a good number) prior to commencement of erection work. Moreover, such document / drawing shall be provided in soft form (hard disk).
9.2	Recommended operation and maintenance (O&M) spares <p>In addition to the mandatory spares, the Contractor shall also furnish complete list of recommended operation and maintenance (O&M) spare parts for three (3) years operation of all the equipment covered under the proposal identifying the unit wise price of each item of the spare with anticipated normal life. This list shall take into consideration the mandatory spares specified elsewhere in the specification and should be a separate list.</p>
9.3	Start-up and Commissioning spares <p>Start-up and commissioning spares are those spares which may be required during the start-up and commissioning of the equipment/system. All spares used till the plant is handed over to the employer shall come under this category. The Contractor shall provide for an adequate stock of such start up and commissioning spares to be brought by him to the site for the plant erection and commissioning. They must be available at site before the equipment are energized. The unused spares, if any, should be removed from there only after the issue of Taking Over certificate. All start up spares which remain unused at the time shall remain the property of the Contractor.</p>
9.4	Following work instructions for storage & handing over of mandatory spares shall be complied and ensured by the bidder: <ol style="list-style-type: none">I. Spares shall be sent in pre-decided lots in containers/secure boxes. This shall be applicable to both shop items as well as BOIs.II. All boxes/containers are to be distinctly marked in red color with boldly written "S" mark on each face of the containersIII. Unless technically not feasible, BBU number should be put on the item(s) in a durable manner (punching/painting, etc.), so that items can be easily linked with approved BBU for ease of handing over to end user.IV. Expiry date for short shelf life items (oils, chemicals, insulation material

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IX: WORK INSTRUCTIONS FOR STORAGE AND HANDING OVER OF SPARES

	<p>etc.) should be put on the item as well as on the packing box.</p> <p>V. Storage, safety of boxes/items and maintaining requisite inventory records will be the responsibility of bidder's representative at site.</p> <p>VI. Bidders shall make periodic checks for safety of boxes/items, as the case may be.</p> <p>VII. For handing over of mandatory spares, getting MRC from end user and physical reconciliation with end user shall be the joint responsibility of the bidder's site representative and BHEL's site representative.</p> <p>VIII. The minimum requirement for storage & FQP is mentioned in ANNEXURE-13 Standard Storage Instruction & Field Quality Plan, same shall be followed by bidder.</p>
9.5	<p>General</p> <p>All spares supplied under this contract shall be strictly interchangeable with the parts for which they are intended to replace. The spares shall be treated and packed for long storage under the climatic conditions prevailing at the site, e.g. small items shall be packed in sealed transparent plastic bags with desiccators' packs as necessary.</p> <p>I. Each spare part shall be clearly marked or labeled on the outside of the packing with the description. When more than one spare part is packed in a single case, a general description of the contents shall be shown on the outside and a detailed list enclosed. All cases, containers and other packages must be suitably marked and numbered for the purpose of identification.</p> <p>II. All cases, containers or other package are liable to be opened for examination as may be considered necessary by the Engineer.</p> <p>III. The deliveries of mandatory spares shall be as defined in MSPGCL technical specifications and corresponding amendments & agreements till placement of order.</p> <p>IV. The Vendor will provide all the addresses and particulars of his sub suppliers while placing the order on vendors for items/components/equipment covered under the contract and will further ensure with his vendors that BHEL/ end user, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.</p> <p>V. The bidder to provide datasheets/assembly drawings of the manufacturer/ any other relevant document showing Bill of Material(s), Make, Model Number, Part Number etc. through which the mandatory spares to be supplied can be uniquely identified</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - X: DOCUMENTS / INFORMATION TO BE FURNISHED WITH TECHNICAL OFFER/DURING ENGINEERING

10	DOCUMENTS / INFORMATION TO BE FURNISHED ALONGWITH TECHNICAL OFFER/DURING ENGINEERING:
10.1	Bidder shall submit the signed and stamped copy of all the pages which constitutes this technical enquiry specification signed by authorized signatory and clearly mentioning each clause. Bidder shall note that the bid is a "No Deviation Bid".
10.2	Consumed power values and motor ratings of all the equipment
10.3	Electrical Load list/Feeder list with type/rating/power requirement.
10.4	Bidder shall furnish the following details : <ul style="list-style-type: none">• Confirmation to adhere to the Approved drawings furnished in Annexure-18.
10.5	Bidder shall furnish the following details after placement of LOA. <ul style="list-style-type: none">• Billing break-up schedules for supply and services.• Engineering document

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - XI: Material Handling, Transportation and Storage

11.1	PACKING
11.1.1	Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
11.1.2	In case of shipment by sea, the packing shall be sea-worthy and of international standards.
11.1.3	<p>Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which must indicate:</p> <ul style="list-style-type: none"> i. No. of boxes ii. Packing size. iii. Gross weight and net weight of each package. iv. Contents of the package with cross reference to BoM item code no. or item serial no. v. Quantity of each item separately. <p>The Packing list must cover all the BoM items and supplier to give the following undertaking in the Packing List: The Packing List provided herewith is as per the BoM approved under PO No.-.....dated-</p>
11.2.1	<p>PACKING FOR SPARES</p> <p>Different types of spares i.e. start-up/ commissioning spares and initial spares (Mandatory spares) are to be packed separately. Mandatory and Recommended Spares shall not be packed with main equipment but shall be packed separately. Packing of Mandatory Spares/Recommended spares should have a Red color band all around the container / package and words MANDATORY / RECOMMENDED SPARES written in red color. Project, Package description, BHEL's PO No. and date s also be clearly mentioned on the box. One copy of laminated packing slip shall be placed inside the container and one copy shall be pasted on the cover of the container.</p>
11.2.2	All packing materials, containers, drums, wooden and other crates, gunny bags shall be the property of owner
11.3	COLOUR CODING OF TAGS/ MARKING/ STICKERS
11.3.1	Aluminum stickers are required to be attached to large components but plastic sheet tags should be tied with small components, giving details like purchase order, description of the component, quantity etc.
11.3.2	<p>Tags should be of the color as mentioned below:</p> <ul style="list-style-type: none"> Main equipment: Yellow or White tag Mandatory spares: Pink or Red tag Start-up/ Commissioning spares: Blue tag O&M spares: Green tag

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - XI: Material Handling, Transportation and Storage

11.3.3	Similar color scheme to be followed wherever stickers are pasted on components.
11.4	STORAGE INSTRUCTIONS Successful tenderer shall be required to submit detailed instructions for storage of supplies within three months of date of issue of LOA/ Order/ Contract. In case storage instruction available in technical specification of the tender, same shall be followed by the vendors.
11.5	MATERIAL RECEIPT CERTIFICATE Seller/ Contractor shall arrange Material Receipt Certificate from the project site, duly signed by Purchaser/ Owner Site Engineer after receipt & physical verification of the material at site.
11.6	CONSIGNEE'S RIGHT OF REJECTION
11.6.1	Notwithstanding any approval of Owner or Engineer in respect of plant/ equipment/ stores or materials or other particulars or work or workmanship involved in performance of order/ contract (with or without any test carried out by Seller/ Contractor or Inspection Agency or under direction of Contract Engineer), and notwithstanding delivery of the plant/ equipment/ stores where so provided to the consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the plant/ equipment/ stores or any part/ portion of consignment thereof, within 60 days after actual delivery at the stipulated place or destination, if such plant/ equipment/ stores or part/ portion of consignment thereof is not in conformity with terms and conditions of order/ contract whether on account of any loss, storage, deterioration or damage before dispatch or otherwise, whatsoever.
11.6.2	Rejected goods or materials shall be removed by Contractor within a period of 30 days from the date of receipt of notice of such rejection. The expenses to be incurred in respect thereof shall be borne entirely by the Contractor.
11.7	RISK IN STORES Contractor shall perform the order/ contract in all respects in accordance with terms and conditions thereof. Stores and every constituent part thereof, whether in possession or control of the Contractor, his agents or servants, or a carrier, or in joint possession of Seller/ Contractor, his agent or servants and BHEL, his agents or servants, shall remain in every respect at the risk of Seller/ Contractor until their actual delivery to consignee at the stipulated place or destination or where so provided in acceptance of offer, until their delivery to a person specified by BHEL as interim consignee for the purpose of dispatch to the consignee. Contractor shall be solely responsible for all losses, destructions, damages or deterioration to the plant/ equipment/ stores from any cause whatsoever, while the plant/ equipment/ stores await dispatch after approval by the Inspection Agency.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - XI: Material Handling, Transportation and Storage

11.8	<p>SHORTAGES / DAMAGES</p> <p>Any shortages or damages during unloading, storage and handling at site, including at the time of erection and commissioning, shall be made good by the Contractor at his risk and cost, to meet the project schedule. In case of faults/ discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put to service.</p>
11.9	<p>PHYTOSANITARY CERTIFICATE:</p> <p>i. As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.</p> <p>ii. Packaging material means any kind of material of plant origin used for packing which include, hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.</p>
11.10	<p>DISPATCH MARKINGS</p> <p>Each package/ Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language.</p> <p>i. Name and address of the consignee (to be intimated at the time of dispatch clearance)</p> <p>ii. Dispatched by: (Vendor name)</p> <p>iii. LR No. Package No./ Total Package No eg: 1 of N, 2 of N; where N=Total no of packages in a particular consignment.</p> <p>iv. Type of Supply: "Main equipment supply"/"Commissioning Spares" as the case may be.</p> <p>Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.</p> <p>v. Compliance to Material Tracking System and Consignment Tracking System as per the SPMS guidelines.</p> <p>No item / equipment shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL irrespective of inspection categories.</p> <p>The Contractor shall ensure that all the plant and equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site, handling and storage at site till the time of its installation. The ownership of all such packing material shall stand transferred to the Purchaser/ Employer upon dispatch of the plant and equipment.</p>
11.11	<p>E-Way Bill</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter - XI: Material Handling, Transportation and Storage

	<p>E-Way bill is to be generated by the bidder/ bidder's sub-vendor for transport of materials to the Project site, same shall be arranged by the bidder.</p> <p>The Seller/ Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.</p>
11.12	<p>Disposal of Surplus Material</p> <p>"Ownership of any Plant and Equipment in excess of the requirements for the Facilities (i.e. surplus material) shall revert to the Contractor upon Completion of the Facilities and Guarantee Test or at such earlier time when the Owner/End-User/End user's consultant/BHEL and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of the Owner whether or not incorporated in the Facilities. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, GST etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor.</p> <p>The Contractor shall also indemnify to keep the Owner/End-User/BHEL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of surplus material. The Indemnity-cum-Undertaking Agreement shall be furnished by contractor. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the OWNER/BHEL.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - XII: Exclusions

12.0	EXCLUSIONS: Following equipment/items and systems are excluded from bidder's scope w.r.t. NIT specifications, MOMs, amendments and clarifications (as per enclosures as floated along with this enquiry):
12.1	Civil foundation of Bottom ash hopper.
12.2	Foundation bolt of Bottom ash hopper [Supply]
12.3	Seal trough jetting Nozzles
12.4	Flushing nozzle at inclined portion of hopper
12.5	Feed gate and Clinker grinder assembly
12.6	Bottom Ash Hopper-Piping beyond the terminal point
12.7	Bidder to also refer Annexure-2 and Annexure-3 Broad Scope Matrix.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - XIII: Terminal Points

13.0	Limestone Handling Plant (LHP) scope starts from road truck unloading and ends with feeding crushed limestone through belt feeders on top of day silo.
13.1	Gypsum Handling plant (GHP) scope starts from the discharge of vacuum belt filter in gypsum de-watering building and ends at discharge of gypsum in storage shed and loading of gypsum to trucks for further transportation by End customer.
13.2	<p>At Day silo area:</p> <p>All civil and structural works up to day silo top floor including discharge end of Belt feeders, bucket elevator foundation & supporting structures, stools & brackets, bucket elevator drive floor with supporting structures, canopy, hoist, ladder access, DE system bag filter, fan etc. and integration of these structures with the day silo building of BHEL are in bidder's scope.</p> <p>Day silo top floor: Supply and erection of all the equipment, belt feeders, day silo DE system and associated accessories related to LHP in Day silo top floor shall be in bidder's scope. However, Civil and structural works of Day silo floors are excluded from bidder's scope. Supply & erection of embedment in concretes, stools on day silo top floor required for bidder's equipment shall be in bidder's scope</p>
13.3	Structural works like Day silo Monorail, Monorail maintenance Platform, Grating & RCC foundation in the Day silo building is excluded from bidders' scope. However, Mechanical input drawing i.e., GA & load data of Day silo belt feeders & DE system drawings with all details of equipment, drive unit, stools, monorail routing etc shall be furnished to BHEL on priority.
13.4	<p>Water for potable & service water system: Tapping point terminal for Service water, Potable water shall be provided to EPC bidder as mentioned below.</p> <p>1. Tapping point terminals for Service water: a: Clarified service water: 18 CMH @ Pr. of 2 Kg/cm² within 5 m of pump house.</p> <p>2. Tapping point terminals for Potable water: a: 5 CMH @ Pr. of 2 Kg/cm² within 5 m of pump house.</p> <p>Motorized valves at inlet pipes to RCC tanks of pump house and further distribution as per NIT specification shall be in bidder's scope. Bidder shall design the water systems considering above terminal point.</p>
13.5	<p>The Bottom Ash Hopper terminal points are as follows:</p> <p>Starting:</p> <p>a) Boiler seal plate.</p> <p>Ending:</p> <p>a) Outlet flange of overflow seal outlet b) Outlet flange of Bottom ash hopper Make-up arrangement c) Outlet flange of Bottom ash hopper Overflow arrangement d) Outlet flange of Seal trough make-up e) Outlet flange of Seal trough overflow f) Outlet flange of Seal trough drain</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - XIII: Terminal Points

	g) Outlet flange of inspection window water inlet connection
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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XIV: Tools and Tackles

14.1	TOOLS AND TACKLES
14.2	The bidder shall furnish a complete and new set of all tools and tackle which are necessary for erection, commissioning, maintenance and overhauling of any of the equipment/ system provided under this specification.
14.3	The bidder shall furnish a set of maintenance tools & tackles (as per end user's tender specifications) for testing / commissioning / dismantling/ overhaul/ servicing of the equipment of the proposed LHP & GHP & BAH.
14.4	Tools shall be shipped in separate containers clearly marked with the name of equipment for which they are intended. All tools & tackles shall be furnished neatly arranged in special portable tool cabinets.
14.5	Items supplied shall be of best & approved quality and especially protected against rusting in tropical climate.
14.6	Supply of all tools and tackle are included under bidder's scope of work and cost of same shall be deemed included in the total cost quoted by the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

15.0	DRAWINGS AND DOCUMENTS SUBMISSION
15.1	<p>Bidder shall furnish full Details and Drawings of the Equipment, Furnished Data Sheet, Technical Particulars, Testing Procedures and O & M manuals of the Equipment. Successful bidder has to submit drawing/documents as per broad list of drawing provided in end user's technical specification at clause no. 5.00.00 volume-III, Part-A, section-4. Other drawings. /documents to be submitted by the successful bidder shall be finalized with end user (or their consultant) / BHEL after award of the contract and the bidder shall furnish the drawings. / docs accordingly. Engineering drawing/doc must essentially contain the following (individual to system, equipment and items of but not limited to these and any drawing/ doc desired by BHEL/ end user shall be furnished by the vendor during detail engineering:</p> <ul style="list-style-type: none"> a) General arrangements drawings of all the junction towers, Belt feeders & Conveyors, high angle conveyors, crusher house, pump house, control rooms, parking shed with maintenance space for payloaders, any other buildings/structures, system, machine, equipment and associated accessories included in the scope as specified. b) Civil assignment drawings with Load data for all above c) Various schedules d) Design calculations e) GA, Data sheets, Type test reports f) Fabrication drawings of chutes & technological structures of machines g) Civil and Structural design, GA drawings including Fabrication, Erection drawings h) O&M manuals and E&C manuals and procedures i) PG test procedures, QAP, FQP j) Other drawing/documents specified in end user's NIT specification k) Cable Tray Layout, Earthing and Lightning Protection Layout
15.2	Bidder has to submit required soft copies & hard copies of drawings/ documents to end user & consultant and the number of copies shall be as mentioned in Clause no 19.03.00 of Volume -II/Section-2 of end user's tender specifications
15.3	All soft copies of drawings/ documents/ manuals shall be furnished to BHEL. Further to the hard copies to end user and his consultant as mentioned above, additional 2 sets of hard copies of approved drawings/ documents, manuals, as-built drawings should be submitted to BHEL
15.4	Bidder to prepare a L2 schedule and submit it to BHEL for review and approval within timeline as specified in project L2 schedule or as specified in the NIT. In this L2 schedule, Bidder to indicate following milestone activities along with detailed micro level planning and ensure that the schedule is within the overall time period as indicated in the TCC and ensure all resources are mobilized accordingly.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

	<ol style="list-style-type: none"> 1. Completion of Design and Engineering. 2. Completion of bought out items (BOI) ordering - (Un-priced PO to be submitted to BHEL). 3. Completion of construction of temporary open/ closed storage shed and Bidder's office. 4. Execution of Construction activities. 5. Start and Completion of dispatches. 6. Start and Completion of erection
15.5	<p>Document related information.</p> <ul style="list-style-type: none"> • The number of copies/prints/CD-ROMs/manuals to be furnished for various types of document is as per NIT specification and as finalised by BHEL after placement of order. • List of drawings shall be as per the MDL furnished in the MAHAGENCO specification. • The data requirements in the engineering document shall be in line with requirements specified in MAHAGENCO specification. • All Manuals shall be supplied in proper bound books or in folders. • Approval of documents does not absolve the contractor from his contractual obligations.
15.6	<p>Following are the minimum list documents to be submitted during detail engineering.</p> <ul style="list-style-type: none"> • GA of Bottom ash hopper with accessories. • FQP of Bottom ash hopper • Data sheet of refractory. • QAP-Refractory. • Structural GA of Bottom ash hopper. • Design document of Bottom ash hopper. • Fabrication drawing of Bottom Ash hopper. • QAP-Bottom ash hopper
15.7	<p>Other Drawing related information</p> <ul style="list-style-type: none"> • The number of copies/prints/CD-ROMs/manuals to be furnished for various types of document is as per NIT specification and as finalized by BHEL after placement of order. • List of drawings shall be furnished immediately after placing the order. • All drawing and data sheet are to be submitted in standard sheets having approved title blocks. Customer's, Customers' Consultant's and BHEL name has to be incorporated in all the drawings. • Drawing shall be complete. Incomplete drawing shall not be accepted. • All drawings submitted shall indicate the type, size, arrangement, weight of each component, breakdown for packing and shipping, the external connections, fixing arrangements required, the dimensions required for installation with other equipment and material, clearances required between

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

	<p>various portions of the equipment and any other information that is relevant or requested for.</p> <ul style="list-style-type: none">• The drawings mentioned for approval are to be submitted for approval. If drawings are approved with comments, then the same shall be resubmitted after incorporating the comments.• Test certificates shall invariably consist of details such as Nameplate data, projects and BHEL & Customer's /Customer's consultant's name.• Test certificates shall be strictly in A4 size.• Records of test results / readings etc., made during internal testing shall be available during testing/ inspection in customer's presence.• All drawings and test certificates etc., shall be marked as "CERTIFIED" and signed by the competent authority on the Bidder's side.• Submission of O & M manuals, as built drawings/ doc. shall be in the Bidder's scope.• Successful bidder has to submit AUTOCAD drawings along with pdf copies.• All Flow diagrams, Equipment drawings, GA Drawings/Schemes shall be submitted with separate sheet indicating complete BOM. The same shall be reflected in BBU. BBU shall be furnished by the successful bidder after award of contract considering the BBU system-wise. Also, BBU shall indicate the amount towards Hardware, gaskets and miscellaneous items.• Bidder shall submit Painting schedule for approval by customer and Painting for all equipment shall be as per approved painting schedule. All equipment shall be dispatched in painted condition.• Successful bidder shall furnish the detailed packing /shipment box details with information such as packing box size, type of packing, weight of each consignment, sequence no. of dispatch, no. of consignment for each deliverable item against each billing break up units/ billable blocks.• Successful bidder shall submit "Storage Instructions" for the storage (at site) for the entire equipment in bidder's scope of supply and the bidder shall ensure that the Shipment list/ Packing list and Storage Instructions are available at site before the items/equipment reach the site.• Successful bidder shall submit Field Quality Plan for Receipt & Storage within 4 weeks from the date of LOA.• Successful bidder shall submit Field Quality Plan for Erection & Commissioning within 8 weeks from the date of LOA.• Bidder shall furnish Erection and Commissioning manpower requirement, consumables, tools and tackles requirement for commissioning of the system.• All Manuals shall be supplied in proper bound books or in folders.• Approval of documents does not absolve the contractor from his contractual obligations
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XVI: Enclosures

16.0	ENCLOSURES
16.1	<p>Following enclosures are an integral part of this technical enquiry and must be signed and stamped and submitted along with the offer:</p> <ul style="list-style-type: none">• Annexure-1 Project information• Annexure-2 Broad Scope Matrix (including Geo Tech and Topographical survey report)• Annexure-3 Electrical & C&I Scope Matrix• Annexure-4 Plot plan, Flow diagram, Limestone & Gypsum related inputs & Bottom Ash Hopper specifications• Annexure-5 Auxiliary Power Format- Limiting Auxiliary Power consumption• Annexure-6 Guarantee Declaration• Annexure-7 Billing Break-Up format• Annexure-8 Sub- Vendor List• Annexure-9 Drive List to Be Filled by Bidder• Annexure-10 MSPGCL NIT and Technical Specifications including Amendments and Clarifications• Annexure-11 Declaration of Site familiarization before bid submission• Annexure-12 Sub-vendor questionnaire & contractor's proposal cum evaluation report• Annexure-13 Standard Storage Instruction & Field Quality Plan• Annexure-14 BHEL's HSE Manual & PPE Manual• Annexure-15 Batteries (Management & Handling) Rules-2001, Batteries (Management and Handling) Amendment Rules-2010 and e- waste (Management) Amendment Rules, 2018• Annexure-16 Declaration for sub-qualification criteria• Annexure-16A Declaration for sub-qualification criteria• Annexure-17 Annexure for PQR-Design collaboration.• Annexure-18 BHEL approved drawings- Bottom Ash Hopper & Boiler• Annexure-19 Field Quality Plan Bottom Ash Hopper• Annexure-A Standard Guidelines for workers Accommodation• Annexure-K PVC Formula <p>Note: Bidder shall download above documents and declaration shall be submitted to BHEL for confirming that bidder has gone through all technical specification, amendment & clarification of end user and BHEL along with list of annexures mentioned in TCC.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVII: Taxes and Duties

17.0	TAXES & DUTIES
17.1	<p>The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p>
17.2	GST (Goods and Services Tax)
17.2.1	GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
17.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
17.2.3	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
17.2.4	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
17.2.5	Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
17.2.6	Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVII: Taxes and Duties

	movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
17.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
17.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: - <ul style="list-style-type: none"> a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor. g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
17.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
17.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
17.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVII: Taxes and Duties

17.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
17.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altere d/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
17.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
17.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
17.2.16	<p><u>Variation in Taxes & Duties:</u></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
17.3	<p><u>Income Tax:</u></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>
17.4	<u>Statutory Variation:</u>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XVII: Taxes and Duties

	<p>Such duties, taxes, levies etc. which are not part of 4.1 above and is notified after the last date of submission of Bid and within the contractual schedule delivery including clear time extension without levy of LD, increase over the rate existing on the last date of submission of Bid, shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies, the same shall become recoverable from the contractor. However, seller/ contractor shall obtain prior approval from BHEL before depositing new taxes & duties.</p> <p>Benefits and/ or abolition of all existing taxes must be passed on to BHEL, by the seller/ contractor, against new taxes & duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price</p> <p>No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.</p>
17.4	<p><u>BOCW Act & Cess Act</u></p> <p>BOCW Cess is not to be borne by contractor. Refer Annexure-I for BOCW Act & Cess Act.</p>
17.5	<p><u>Custom Clearance</u></p> <p>For all the supplies / services for the execution of the contract, rendered directly from outside India to the country of project site, the applicable taxes, duties Charges, Royalties, etc. in the country of origin shall be borne by seller / contractor and should be included in the basic price. Same shall not be payable extra by BHEL.</p> <p>For the imports, the quoted basic price includes seaworthy packing & overseas forwarding charges, applicable basic custom duty, education cess, anti-dumping duty, safeguard duty, port clearance charges (at Indian Port of Import) and any other taxes & duties. However, GST shall be payable extra as applicable.</p> <p>Custom clearance for all the items imported into the project shall be in bidder's scope. Also, all type of duties, levies, fees, charges (if any) imposed by relevant agencies for Custom / any other clearance shall be to bidder's account.</p> <p>Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</p> <p>In case any such benefits are published by GOI during execution of the contract, the Buyer shall submit the required documents to the seller / contractor to avail such benefit, however the benefit so received is to be passed on to the Buyer by the Seller / contractor. Alternatively, such benefits will be recovered by Buyer from the seller / contractor's bill.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVII: Taxes and Duties

Annexure-I:	
Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:	
1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act,

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVII: Taxes and Duties

	1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8.	It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics: <ul style="list-style-type: none"> i) Number of Building Workers employed during preceding one month. ii) Number of Building workers registered as Beneficiary during preceding one month. iii) Disbursement of Wages made to the Building Workers for preceding wage month. iv) Remittance of Contribution of Beneficiaries made during the preceding month
9.	BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10.	It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVII: Taxes and Duties

11.	Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers’ (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers’ Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12.	The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers’ (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers’ Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVIII: Inspection & Testing and Dispatch

18.0	INSPECTION AGENCY
	<p>Shall be read in conjunction with tender Technical Conditions of Contract.</p> <p>Inspection shall be carried out by end customer/ end customer's consultant/ BHEL/ Third Party Inspection Agency based on the inspection schedule/ category as per approved QAP/ categorization plan/ document.</p> <p>Seller / contractor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL/ Third Party Inspection Agency (as informed by BHEL) for arranging Customer / Owner / Consultant /Third Party participation (wherever applicable), with an advance notice of 15 working days (for indigenous items) and 30 working days (for imported items) for participation in inspection/ Joint inspection on the proposed date.</p> <p>During the inspection, if the equipment's are found to be not ready for inspection, all expenses incurred by BHEL /End customer /Consultant / Inspection Agency, on such planned visit will be recovered from seller / contractor. Therefore, seller to ensure readiness of equipment in all respect before the inspection.</p> <p>No item / equipment's shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL/Customer irrespective of inspection categories.</p> <p>Inspection calls are to be raised by the seller / contractor through BHEL Inspection portal https://cqir.bhel.in/ or any other portal / method as instructed by BHEL from time to time.</p>
18.1	INSPECTION AND TESTING AT CONTRACTOR'S PREMISES
18.1.1	<p>Nominated Inspection Agency shall have at all reasonable times access to Seller/Contractor's premises or works and shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the plant/ equipment/ stores during their manufacture, and if part of the plant/ equipment/ stores is manufactured at other premises, the Seller/ Contractor shall arrange for inspection, examination and testing by the Inspection Agency as if the plant/ equipment/ stores is manufactured on the Seller/ Contractor's premises.</p> <p>Inspection calls should be raised by the Seller/ Contractor on BHEL CQS Website/CQIR website link.</p> <p>Such inspection, examination and testing by itself shall not relieve the Seller/ Contractor from any obligation under the Order/ Contract.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVIII: Inspection & Testing and Dispatch

18.1.2	<p>Contractor shall give Inspection Agency reasonable notice of any material being ready for testing and the Inspection Agency shall (unless the inspection of tests is voluntarily waived) attend at the Seller/ Contractor's premises within seven (7) days of the date on which the material is notified as being ready. All standard shop tests, physical and chemical tests required by the standards or as may be prescribed or approved as per Order/ Contract shall be conducted by the Seller/ Contractor. Purchaser/ Inspection Agency reserves the right to waive any of the above tests requirements and to prescribe new tests, if found necessary, to complete the work so as to conform to the best practices. Seller/Contractor shall forthwith forward to the Inspection Agency, duly certified copies of the test certificates in quadruplicate, for approval. Further copies of the shop test certificates shall be bound with the instruction manuals referred to in "Seller/ Contractor's documents, drawings and instruction manuals". In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 7 days' for arranging fresh inspection will be given.</p>
18.1.3	<p>Where the Order/ Contract provides for tests/ inspections at the premises or works of the Contractor or any sub-contractor, the Seller/ Contractor, except specified otherwise, shall provide free of charge such assistance, labour, materials, electricity, fuel, water, stores, apparatus, measuring instruments and test equipment including any other facilities as may be reasonably required to carry out such tests efficiently.</p>
18.2	INSPECTION MEASURING AND TEST EQUIPMENT'S
18.2.1	<p>Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or subcontractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.</p>
18.2.2	<p>In addition to above, Contractor shall ensure the following:</p> <ul style="list-style-type: none"> i. Measurement uncertainty is known and consistent with required measurement capability of the IMTE. ii. Selection of IMTEs is compatible with the necessary accuracy and precision of required measurement. iii. IMTEs are calibrated at the required intervals against certified equipment having known valid relationship to nationally recognized standards, at recognized calibration labs. iv. Calibration records are available and traceable to the particular IMTE. v. In case, during recalibration, the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE to be furnished to Inspection Agency.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVIII: Inspection & Testing and Dispatch

	<p>vi. IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.</p> <p>Note -Purchaser's decision on acceptability of the product in such cases shall be binding.</p>
18.2.3	Responsibility of usage of valid and calibrated IMTEs by his sub-contractor(s) shall be of the Seller/Contractor.
18.2.4	In case, calibration records are required by purchaser, copies of the same shall be furnished.
18.2.5	Seller/ Contractor shall be fully responsible for the Quality of products supplied by sub-contractors.
18.3	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)
18.3.1	When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.
18.3.2	Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days additional time shall be given to the vendor to facilitate the vendor for arranging logistics arrangements.
18.3.4	Seller/ Contractor shall not dispatch any material before issue of MDCC by BHEL/customer.
18.3.5	Satisfactory completion of tests or issue of MDCC shall not relieve the seller / contractor from its obligations in terms of the contract provisions.
18.3.6	Seller / contractor to intimate BHEL (by email, in case of supply of goods) immediately on removal of goods, along with legible scanned copy of all relevant details & documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt, e-way bill etc.
18.3.7	BHEL may require certain original (physical) dispatch documents for billing to BHEL's customer. Such original documents, as insisted by BHEL, shall be submitted to BHEL in original within 7 days from the date of removal of goods/ generation of the document, whichever is earlier.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XVIII: Inspection & Testing and Dispatch

18.3.8	BHEL may insist on using online dispatch intimation/ document submission/ data entry system during execution of the order/ contract. BHEL may also insist on preparation of certain documents/ details in specific formats. The seller/ contractor shall comply with the same.
18.4	<p>QUALITY ASSURANCE DOCUMENTS (AS APPLICABLE)</p> <p>The vendor shall be required to submit the following Quality Assurance Documents (in original + one copy) within 2 weeks after dispatch of the equipment (as applicable).</p> <ul style="list-style-type: none">i) Test report of components.ii) Non-destructive examination results/ reports including radiography interpretation reports.iii) Welder identification list listing welders and welding operator's qualification procedures and welding identification symbols.iv) Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.v) Stress relief time temperature charts.vi) Factory test results for testing required as per applicable codes and standards referred to in the specification.vii) Inspection Report duly signed by QA Personnel of BHEL/ Third Party/and customer and vendor for the agreed inspection hold points. During course of inspection the following will also be recorded:<ul style="list-style-type: none">i. When some important work repair work is involved to make the job acceptable.ii. The repair works remain part of the accepted product quality.iii. Letter of conformity certifying

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIX: BBU

BOQ FORMAT REV-00						
LHP, GHP and BAH PACKAGE FOR 2X660 MW, UNIT # 11 & 12, KORADI THERMAL POWER STATION						
Sl. No.	ITEM DESCRIPTION	QTY.	UOM	UNIT PRICE (EX WORKS) in INR	FREIGHT	TOTAL PRICE in INR
	<p>BROAD SCOPE: The scope for complete Limestone Handling Plant, Gypsum Handling Plant and Bottom Ash Hopper shall include complete design, engineering, manufacture, supply, fabrication, assembly, painting, inspection & testing at manufacturer's works, packing, despatch, transportation, delivery to site, receipt, unloading, handling & storage at site, construction of Stores at site (Open & Closed), round the clock security at open storage yard , closed storage shed & erected material till completion of work, construction, erection, supervision, inspection, testing, commissioning, performance guarantee test and handing over to Owner including all associated Mechanical, all auxiliary systems, Electrical, Control & Instrumentation, maintenance tools & tackles, mandatory spares, start-up and commissioning spares, lubricants & consumables, Civil & Structural Steel Works, Architectural Works as specified in tender specification, amendments & agreements till placement of order and as necessary for completeness in all respect for efficient & trouble free operation for 2X660 MW, UNIT # 11 & 12, KORADI THERMAL POWER STATION</p>					

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIX: BBU

A	SUPPLY: The scope includes design, engineering, manufacture, fabrication, assembly, painting, inspection & testing at manufacturer's works, packing, despatch, transportation and delivery at site of complete LHP, GHP & BAH system with associated Mechanical, all auxiliary systems, Electrical, Control & Instrumentation, maintenance tools & tackles, special tools & tackles, spares for erection, startup and commissioning as required, fill of lubricants & consumables for the total scope defined as per BHEL and end user's NIT & tender technical specification, amendment & agreements till placement of order.					
A.1	Supply of Complete LIMESTONE HANDLING PLANT including all equipment/sub-systems, accessories, auxiliary systems along with mechanical, electrical & C&I.	1	Lot			
A.2	Supply of Complete GYPSUM HANDLING PLANT including all equipment/sub-systems, accessories, auxiliary systems along with mechanical, electrical & C&I.	1	Lot			
A.3	Supply of Complete PAYLOADERS for Gypsum Handling Plant.	1	Lot			
A.4	Supply of Complete Bottom ash hopper [BAH] as per scope of specification	1	Lot			
TOTAL for MAIN SUPPLY FOR LHP, GHP & BAH PACKAGE -(A) =(A.1+A.2+A.3+A.4)						-
B	SUPPLY OF MANDATORY SPARES for complete LHP & GHP system for the total scope defined as per BHEL and end user's NIT & tender technical specification, amendment & agreements till placement of order.					
B.1	Supply of Mandatory spares for complete LIMESTONE HANDLING PLANT including all equipment/sub-systems, accessories, auxiliary systems along with mechanical, electrical & C&I.	1	Lot			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIX: BBU

B.2	Supply of Mandatory spares for complete GYPSUM HANDLING PLANT including all equipment/sub-systems, accessories, auxiliary systems along with mechanical, electrical & C&I.	1	Lot			
TOTAL for MANDATORY SPARES SUPPLY FOR LHP & GHP PACKAGE ----- (B)=(B.1+B.2)						-
C	INSTALLATION SERVICES: Construction of open storage yard and closed storage shed, receipt, unloading, storage at site, handling at site, in-site transportation, to make approach road wherever required, Round the clock security at open storage yard, closed storage shed & erected material till handing over of system to end user, shifting to erection work place, assembly, complete Erection, dismantling, modification and re-installation of existing structures (if any) , alignment, painting at site, inspection, testing, carrying out Pre-Commissioning & Commissioning, trial run of system (integrated operation) at site, operation and maintenance, deployment of operation and maintenance manpower till successful demonstration and certification and carrying out Performance Guarantee Tests, trial operation, Reliability Test Run, Functional/Demonstration tests at site (As applicable obtaining Provisional Acceptance Certificate (PAC), Final Acceptance Certificate (FAC), Training owner's engineers and O&M staffs and handing over of Complete LHP, GHP and BAH system to end Customer including equipment & sub-systems complete with all accessories for the total scope defined as per BHEL and end user's NIT & tender technical specification, amendment & agreements till placement of order.					
C.1	Installation Services of Complete LIMESTONE HANDLING PLANT including all equipment/sub-systems, accessories, auxiliary systems along with mechanical, electrical & C&I.	1	Lot			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIX: BBU

C.2	Installation Services of Complete GYPSUM HANDLING PLANT including all equipment/sub-systems, accessories, auxiliary systems along with mechanical, electrical & C&I.	1	Lot			
C.3	Installation Services for complete PAYLOADERS for Gypsum Handling Plant.	1	Lot			
C.4	Installation services of complete Bottom ash hopper [AHP] as per scope of specification	1	Lot			
	Total for INSTALLATION SERVICES, ERECTION & COMMISSIONING, PG TEST, HAND OVER PORTION OF LHP,GHP & BAH EPC PACKAGE ----- (C)=(C.1+C.2+C.3+C.4)					-
D	Civil, Structural and Architectural portion of Limestone Handling Plant, Gypsum Handling Plant & Bottom Ash Hopper- supply and installation cost including site fabricated structures					
D.1	Civil and Architectural portion of Limestone Handling Plant, Gypsum Handling Plant & Bottom Ash Hopper- supply and installation cost	1	Lot			
D.2	Structural and Architectural portion of Limestone Handling Plant, Gypsum Handling Plant & Bottom Ash Hopper-supply and installation cost	1	Lot			
	Total for Civil, Structural and Architectural portion of Limestone Handling Plant, Gypsum Handling Plant & Bottom Ash Hopper- supply and installation cost including site fabricated structures----- (D)=(D.1+D.2)					
	Total Price of Package (A+B+C+D)					
	Total Price of Package in Words (Rupees)					

Note:

1. Items/ equipment mentioned in the Price format doesn't indicate comprehensive scope of work & nor exhaustive and this price format must be read in conjunction with tender specification (along with all enclosures therein), subsequent correspondence & MOM if made with the bidder.