

TECHNICAL CONDITIONS OF CONTRACT (TCC)

EPC PACKAGE FOR ASH HANDLING SYSTEM PACKAGE

at

**BCGCL - COAL TO 2000 TPD
AMMONIUM NITRATE PROJECT at
Lakhanpur Area, Jharsuguda, Odisha**

Volume-1A

BHARAT HEAVY ELECTRICALS LIMITED



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Chapter-I Project Information

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Chapter-I Project Information

1. Project Information:

Sl. No.	Description	Details
1	Project Title	LSTK-1 for Coal Gasification Unit for Coal to Ammonium Nitrate Plant, Lakhanpur area, Jharsuguda, Odisha.
2	Customer	BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL), A Joint Venture of CIL & BHEL.
3	Location	The proposed project will be located in Lakhanpur area of Mahanadi coalfields Limited (MCL) Odisha. The area is falling under coal bearing zone and not proposed for coal extraction presently. However, soil investigation study will be required in the area selected for the project. Plant site is located at Lakhanpur in Jharsuguda district of Odisha on the National Highway NH-49. Plant is situated at 21°46'0"N Latitude and 83°46'0"E Longitude.
4	Nearest Airport	Nearest airport, Veer Surenda Sai Airport, 38 km, approx. 1.5 hours journey by road/ rail.
6	Access by Road/Major Cities	NH-49 is passing at about 10 km from the site. The nearest railway station Belpahar is 10 km from the site. Nearest sea port Paradip is 450 km by rail/road from the site.
7	Seismic Zone	Seismic analysis shall be carried out as per the latest edition of IS:1893 (Part 1 & 4). Zone-III shall be considered.
8	Wind Speed	44m/s

The basic information about the project is tabulated above and the Present proposal is LSTK-1 for Coal Gasification Unit for Coal to Ammonium Nitrate Plant, Lakhanpur area, Jharsuguda, Odisha. , for BCGCL with all the facilities as specified in the NIT. General information related to the project and site is available in **Technical Specifications**, which has been enclosed along with this enquiry specification.

1	INSTRUCTIONS TO BIDDERS
2	The Bidder shall visit project site 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.

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Chapter-I Project Information

3	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.																
4	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. All costs for and associated with site visits shall be borne by the bidder.																
5	No claim will be entertained by BHEL on ground of lack of knowledge and the bidder's rates shall be deemed to have taken this into account.																
6	Bidders may fix up their site visit in consultation with below mentioned contact person: <table border="1"> <tr> <td>Name:</td><td>Shri Subrata Baran Sahana</td></tr> <tr> <td>Designation:</td><td>AGM/ Project Site</td></tr> <tr> <td>Email:</td><td>sbsahana@bhel.in</td></tr> <tr> <td>Ph no:</td><td>7001467132</td></tr> <tr> <td>Name:</td><td>Shri Basudeb Das</td></tr> <tr> <td>Designation:</td><td>AGM/PMX Kolkata</td></tr> <tr> <td>Email:</td><td>basudeb.das@bhel.in</td></tr> <tr> <td>Ph no:</td><td>7660988811</td></tr> </table>	Name:	Shri Subrata Baran Sahana	Designation:	AGM/ Project Site	Email:	sbsahana@bhel.in	Ph no:	7001467132	Name:	Shri Basudeb Das	Designation:	AGM/PMX Kolkata	Email:	basudeb.das@bhel.in	Ph no:	7660988811
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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	Yes		Location will be finalized after joint survey with owner.
b.1	Open space for storage		Yes	Construction of open storage yard shall be in the bidder's scope Bidder shall also consider fencing/illumination of open storage and site fabrication area as and when allocated at site. Location will be finalized after joint survey with owner.
b.2	Construction of Closed Storage Shed		Yes	Construction of closed storage shed for the storage of materials (Including BHEL free supply items) shall be in the bidder's scope
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	At bidder's own cost
d	Bidder's all office equipment, office / store / canteen consumables		Yes	At bidder's own cost
E	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes	At bidder's own cost
F	Firefighting equipment like buckets, extinguishers etc.		Yes	At bidder's own cost
G	Fencing of storage area, office, canteen etc. of the bidder		Yes	At bidder's own cost
H	Development of land provided for office, storage, fabrication yard, etc.		Yes	At bidder'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	
2.1.2	For living purpose of the bidder:			
A	Open space for labour colony		Yes	Bidder has to make his own arrangements for shelter and transportation of labour as per requirement.
B	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	Construction Plan shall be approved by BHEL/Customer. Bidder to refer Annexure-A (Standard Guidelines for workers Accommodation attached along with the tender document.)
2.2	Electricity:			
2.2.1	Electricity for construction purposes (for Site/Project works only) 3 Phase 415/440 V within project premises	Yes		BHEL Shall provide Electricity Free of Charges for construction purpose.
A	Single point source	Yes		BHEL will provide electricity at single point source for construction works during execution stage within 03 months from the date of start of work. However, in case of any delay in arrangement of construction power by BHEL, contractor has to arrange construction power at his own cost including DG Sets to meet the power requirement with in the quote price. Further, in case of requirements of power source to be made available at more than one point, the same may be discussed with site PD during the execution of the package.

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Chapter-II Facilities in the Scope of Bidder/BHEL

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
B	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost.
C	Distribution of Electricity for the office, stores, canteen, of the contractor which include supply of materials and execution		Yes	At contractor's own cost.
D	Supply, installation and connection of energy meter including operation and maintenance		Yes	At contractor's own cost. Calibration certificate to be provided.
E	Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost.
F	Demobilization of all the facilities after completion of works		Yes	At contractor's own cost.
2.2.2	Electricity for office, stores, canteen etc. of the bidder			
A	Single point source		Yes	Bidder has to make his own arrangements and the same is chargeable as per prevailing DISCOM rates.
B	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost.
C	Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost.
2.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour Hutment etc.			Bidder has to make his own arrangements and the same is chargeable as per prevailing DISCOM rates.
A	Single point source		Yes	

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Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
B	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	At contractor's own cost.
C	Payment/Duties and deposits including statutory clearances if applicable		Yes	At contractor's own cost.
2.3	Water Supply:			
2.3.1	For construction purposes (Free of Cost):			
A	Making the water available at single point	Yes		BHEL Shall provide Water Free of Charges for construction purpose. Further, in case of requirements of water source to be made available at more than one point, the same may be discussed with site PD during the execution of the package.
B	Further distribution as per the requirement of work including supply of materials and execution		Yes	Contractor shall arrange construction water from single point source including all necessary piping, valves, water meter etc. shall be arranged by the contractor at his own cost.
2.3.2	Water supply for bidder's office, stores, canteen etc.			Contractor has to make his own arrangement at his own cost.
A	Making the water available at single point		Yes	At contractor's own cost
B	Further distribution as per the requirement of work including supply of materials and execution		Yes	At contractor's own cost
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	At contractor's own cost.

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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	At contractor's own cost.
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	At contractor's own cost
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	At contractor's own cost
C	Providing the necessary consumables like bulbs, switches, etc. during the course of project work		Yes	At contractor's own cost
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
2.7	Erection Facilities			
2.7.1	Engineering works for construction:			

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Chapter-II Facilities in the Scope of Bidder/BHEL

Sl. No	Description PART I	Scope		Remarks
		BHEL	Bidder	
A	Providing the erection/constructions drawings for all the equipment covered under this scope		Yes	
B	Drawings for construction methods		Yes	In consultation 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	

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Chapter-II Facilities in the Scope of Bidder/BHEL

2.8	Land/Open Space:
2.8.1	Availability of land within plant boundary is very limited and the bidder 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, storage shed and laydown area as and where made available by Customer. It is the responsibility of the bidder to construct sheds, fabrication yard, establish batching plant, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.
2.9	Labour and Staff Colony: Following are in the Bidder's scope of work for labour & staff colony:
2.9.1	Labour colony is to be developed by bidder for all the labours required to be deployed for the works. All labour colony set-up is to be developed as per attached drawing and in compliance of statutory requirements. BHEL has provided Guidelines in Annexure-A for the Establishment of Labour Colony which shall be followed by the contractor. Contractor shall construct/arrange Labour Hutment as per minimum specifications mentioned in the attached drawing, for which no separate payment shall be made by BHEL. Modifications if any proposed in the Hutment shall be in consent with BHEL/Customer. 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.
2.9.2	In case labour hutment is not completed as per the drawings and specification and any penalty is imposed by Customer, same shall be recovered from contract's RA Bill. Rectification and Corrections in labour hutment as pointed out by BHEL/Customer shall be bidder's responsibility and any cost incurred by BHEL to complete the works, in case of non-compliance of the instructions, same shall be recovered from his RA Bills along with 5% overheads.
2.9.3	Land for labour colony shall be arranged by successful bidder at their own cost as per availability outside project area within 5Km (preferably), Necessary levelling/dressing of land shall be done by the successful bidder. All arrangement for electricity and drinking/service water to be arranged by the Successful bidder within his quoted price.
2.9.4	All Civil and Structural work associated with drinking and service water for Bidder's labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc. Bidder to refer the

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Chapter-II Facilities in the Scope of Bidder/BHEL

	Standard Guidelines for workers accommodation issued by BHEL attached as a part of this tender.
2.9.5	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.
2.10	Development and maintenance of above facilities for construction workers deployed by the Successful bidder shall solely rest with the Successful bidder.
2.11	Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations. Following are the minimum amenities to be provided by the bidder within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work: 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. v. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements. Royalty challan and statutory documents shall be submitted along with RA Bills for processing of Bills.
2.12	Construction Power:
2.12.1	Construction power (three phase, 415 V/ 440 V) will be provided near the site at the identified locations by BHEL and Bidder at a distance of approx. 500M free of cost. Further, distribution shall be arranged by the contractor at his own cost and services. Construction power (three phase, 415 V/ 440 V) for office, stores, canteen etc. within the site premises will be provided on chargeable basis near the site at a distance of approx. 500M. Further, distribution shall be arranged by the contractor at his own cost and services.
2.12.2	Contractor shall deploy and install required energy meter (wherever applicable), cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act. Contractor shall provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized/ accredited agency for working out the power consumption. In

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Chapter-II Facilities in the Scope of Bidder/BHEL

	case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Contractor is advised to maintain the calibrated energy measuring instruments.
2.12.3	Successful bidder 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/ erection etc. and safety of personnel.
2.12.4	It shall be the responsibility of the Successful bidder 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 in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
2.12.5	BHEL is not responsible for any loss or damage to the Successful bidder's equipment as a result of variations in voltage or frequency or interruptions in power supply.
2.12.6	Contractor to note that till construction power is made available by BHEL (approx. within 3 months from start of work); contractor shall make his own arrangement like DG set etc. 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.
2.12.7	The bidder will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian Standards for general illumination is maintained.
2.12.8	Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The Successful bidder 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.
2.13	Construction water:
2.13.1	Construction water shall be arranged by BHEL free of cost. Bidder has to make arrangement of further distribution of water at his own cost. No extra payment shall be made under this account.

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Chapter-II Facilities in the Scope of Bidder/BHEL

2.13.2	The Successful bidder should plan 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 in batching plant and construction purposes.
2.13.3	Successful bidder to satisfy himself that the water drawn 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.
2.13.5	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.
2.14	RECORDS TO BE MAINTAINED AT SITE
2.14.1	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.
2.14.2	The below mentioned Records/ Log-books/ Registers applicable to be maintained. a. Hindrance Register 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.
2.15	CONTRACTOR'S OBLIGATION ON COMPLETION On completion of work, 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 expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.

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

2.16	DEWATERING: Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.
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Chapter - III: Scope of Work

3.0	Scope:
3.1	The Scope of the packages defined in the Technical Specification of the Package are attached as TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO.: IS-4-ES-786-300-M001 along with the Specific Sections mentioned in the specifications, its annexures, amendment etc. The commercial terms and conditions of the package shall be strictly as defined in the BHEL.
3.2	All Bidders to submit their credentials and formats attached in Technical requirements along with offer for submission to end customer for vendor approval. If BCGCL/ BHEL does not approve any vendor, the price bid of the vendor will not be opened. Further, on obtaining the order, the Successful Vendor shall submit his reputed sub vendor list, reputed makes/data sheets of all equipment/components & documents as desired by BCGCL for approval. If any of the sub vendor including his own make, does not have the approval of BCGCL/ BHEL, the same may be replaced with another BCGCL approved sub Vendor without any price implications to BHEL. It is the complete responsibility of the bidder to obtain "sub vendor approval" from BCGCL for all equipment & components being supplied. Any delay in sub vendor's approval should not affect the project schedule.
3.3	BHEL/BCGCL reserves the right to demand/seek any additional information and clarification from the Bidder after submission of his bid for examination and evaluation of bid. Bidder shall furnish the same without any pre-conditions.
3.4	Bidder shall provide details of important conditions, Deviations (if any) with respect to Enquiry Specification & its annexures, local representatives, Erection Tools & Plants, Bought Out Items, Quality Assurance Programme, Project Schedule, Milestone Schedule, Any other Additional Information.
3.5	Bidders shall submit the offer strictly in line with the technical specifications and instructions provided in this document. In case the requirements mentioned in these documents are not complied with, the offers may be considered as incomplete and would become liable for rejection.
3.6	Bidder to note that bidder's credentials will be examined as per the conditions specified in the NIT specification and same shall be submitted to BCGCL for approval. Placement of LOA/ Work Order on successful bidder is subjected to the vendor approval received from BCGCL. Sub vendors/ Makes of all the items, equipment/components are also subjected to BCGCL/ BHEL approval.
3.7	Preliminary Geotechnical Investigation report is part of the tender documents and same shall be referred for estimation purpose. However, in case of change of layout, plot plan etc bidder may carryout additional Geotechnical Investigation if required without any extra cost and time as per technical specification. Removal of underground structure, carrying out the GPR testing in the related area of work shall be in the scope of the bidder.

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Chapter - III: Scope of Work

3.8	Tool and Plants: All the T&P including Cranes required for the execution of the package till handing over of the Unit to end customer shall be in the scope of Bidder.
3.9	OPERATION AND MAINTENANCE PHILOSOPHY-Bidder to refer TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO.: IS-4-ES- 786-300-M001 for scope of Operation and Maintenance.
3.10	Before submitting the bid, 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. Declaration in this regard shall be given as per format in NIT.
3.11	Bidder shall take all necessary precautions to protect all the existing equipment, structures, facilities and buildings etc. from the damage. In case any damage occurs due to the activities of the Bidder on account of negligence, ignorance, accidental or any other reason whatsoever, the damage shall be immediately rectified by the Bidder at his own cost to the satisfaction of BCGCL/BHEL. The Bidder shall also take all necessary safety measures during erection/ commissioning activities, at his own cost, to avoid any harm or injury to his/other's workers and staff from the equipment and facilities of the power plant.
3.12	Receipt, unloading, storage (open & closed), preservation, handling and conservation of equipment at site is in bidder scope as per tender Specification.
3.13	GUARANTEE TESTS The guarantee tests for various equipment and systems shall be carried out as specified as part of the Technical Specifications attached. All special equipment, tools and tackles, instruments, measuring devices required for the successful conductance of Guarantee Tests shall be provided by the Bidder, free of cost. All costs associated with the tests shall be included in bid price. All statutory clearances necessary for guarantee tests shall be obtained by the bidder from respective authorities without any additional cost to BHEL.
3.14	Any additional items required for the completeness of the Package though not explicitly mentioned as per Mechanical, Electrical, C&I, Civil and Structural scope & Works in this specification shall also be in Bidder's scope of supply & works. At no point of time, BHEL would supply any item (except items specifically excluded and mentioned under BHEL scope of supply in this specification) for making the system complete. It is the total responsibility of the bidder to make the system complete in all aspect before handing over.
3.15	INSURANCE: - BHEL shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or

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Chapter - III: Scope of Work

	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. 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. 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. 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. 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. 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. 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. f) Details of insurance policy and contact details of insurance company shall be provided to the successful bidder after placement of order. 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. h) The successful bidder shall take insurance covering for all materials (excluding plant material), tools & plants, manpower, workers, etc., required
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - III: Scope of Work

	to be provided & deployed for the job by the bidder.									
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.									
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.									
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:									
1)	Workmen's Compensation Insurance This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than the following: <table><tr><td>Workmen's Compensation</td><td>:</td><td>As per Statutory Provisions</td></tr><tr><td>Employee's Liability</td><td>:</td><td>As per Statutory Provisions</td></tr></table>	Workmen's Compensation	:	As per Statutory Provisions	Employee's Liability	:	As per Statutory Provisions			
Workmen's Compensation	:	As per Statutory Provisions								
Employee's Liability	:	As per Statutory Provisions								
2)	Comprehensive Automobile Insurance This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Employer's men and damage to the property of other arising from the use of motor vehicles during on or off the Site operations, irrespective of the Ownership of such vehicles. The liability covered shall be as herein indicated: <table><tr><td>Fatal Injury</td><td>:</td><td>Rs.100,000 each person</td></tr><tr><td></td><td>:</td><td>Rs.200,000 each occurrence</td></tr><tr><td>Property Damage</td><td>:</td><td>Rs.100, 000 each occurrence</td></tr></table>	Fatal Injury	:	Rs.100,000 each person		:	Rs.200,000 each occurrence	Property Damage	:	Rs.100, 000 each occurrence
Fatal Injury	:	Rs.100,000 each person								
	:	Rs.200,000 each occurrence								
Property Damage	:	Rs.100, 000 each occurrence								
3)	Comprehensive General Liability Insurance The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. The hazards to be covered will pertain to all the Works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to									

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	perform work pursuant to the Contract. The above is only illustrative list of 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.
3.16	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.
3.17	For the items, manufactured by BHEL, or for which BHEL Make is approved by customer as indicated in the attached Contract documents, bidder shall take quotation from BHEL and if the rates quoted by BHEL for the items is less, the items shall be procured from BHEL keeping in view the market viability of the product.
3.18	Bidder to note that completion of engineering within the L1 schedule is a major milestone, so bidder shall put all endeavour to complete the same without linking to dispatch. 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 will ensure the same while ordering BOI to their sub-vendor such that there is no hindrance in drawing submission & engineering completion.

3.19	Contractor shall ensure at all times that his work area and approach / access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted.
3.20	Any national and international codes and/or standards used in the design of the plant and equipment shall be shown by the bidder to the Employer as and when required during contract period Cost of same shall be deemed included in the total cost quoted by the bidder.
3.21	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 bidder of the required statutory responsibility. In case of any conflict & ambiguity in the standard to be followed the

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	decision of BHEL/Customer shall be final and binding.
3.22	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.
3.23	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.
3.24	Bidder shall submit weekly engineering 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.
3.25	Successful bidder shall furnish the detail 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.
3.26	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).
3.27	All critical items and 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. Upon completion of the contract the Containers shall be the property of BHEL.
3.28	All the equipment shall be of robust construction, suitable for operation in dusty, humid and outdoor operation.
3.29	Material of construction (MOC) for all equipment/components if not mentioned in end user's/BHEL 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.
3.30	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). Bidder shall depute continuously and maintain requisite sufficient nos. of engineers and supervisors, at site for ensuring erection of embedment /opening, etc. during civil construction, supervision of E&C, coordination with BHEL/BCGCL and

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	commercial activity for the package. Supply of stools, foundation bolts and other embedment in concrete shall be in scope of bidder. However, timely supply & correctness of erection shall be ensured & checked by bidder.
3.31	Bidder's staff shall necessarily comply and ensure following at site: - Correctness checking during civil construction as per mechanical drawings. - Frequent condition checks of stored material and its transportation to erection front. - Stage wise erection of all Mechanical, Electrical and C&I equipment & accessories. - Arranging technical specialist for supervision of specialized jobs from respective OEMs. - Measurement Protocols. - Preparation of Protocols. - Any Protocols as per FQP. - Any other activity required for successful E&C at site.
3.32	Bidder shall necessarily comply and ensure following w.r.t Testing, Trial Run & Commissioning activities: - Initiate start-up and commission the complete unit (all mechanical, electrical & C&I equipments and machine as a whole) in an integrated manner under his sole responsibility. - Perform the required adaptation, adjustment and hot run the equipment to demonstrate its guaranteed capacity. - Rectify the defects observed during commissioning under his sole responsibility without any additional cost implication to BHEL. - Results of start-up tests and commissioning etc. will be recorded jointly by the bidder and end user / end user's consultant.
3.33	Bidder shall necessarily comply and ensure following w.r.t Post-Commissioning, PG testing, Reliability Run Test of the equipments /machine and preparation and submission of signed test protocols: - Submit all final documents in compliance with the provisions of this specification & amendments. - Submit test procedures, and test evaluation methods prior to taking up Performance Tests etc. - Offer the machine for conducting Performance Guarantee Tests, Reliability Run Test etc. - Carry out the PG tests and Reliability Run Test etc. under their instruction and take full responsibility of the operation. - Supply all consumables, change parts, special tools and tackles and commissioning spares in coordination with bidder's headquarter. - Undertake O&M Services (as described and required for the subject

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	package).
3.34	Definitions of Terms and Interpretation The definitions of the terms and their interpretation are provided in the SCC and GCC of the Customer Documents, including all amendments and clarifications issued thereto. The same shall be directly applicable to this contract, as relevant and applicable.
3.35	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.
3.36	Bidder to ensure that there shall be no loss of erection time due to any of the following reasons: a) Faulty/ Defective supply of parts/equipments b) Improper packing and transportation c) Any short supply/ delay in supply d) Any mismatch/ wrong supply e) Non-availability of replacement item f) Any site modification, if it is due to mismatch between bidder's GA, detail drawings. etc.
3.37	Bidder shall take care of following points: a) In general, End User's/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 Project Director (at his sole discretion) may require bidder's services on weekly off/ holidays due to project exigencies; bidder to extend necessary support required during such events. c) While leaving the site, bidder's staff shall inform & take written permission from BHEL's resident manager as well. 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 Project Director.
3.38	Bidder shall necessarily comply and ensure following w.r.t <u>Storage & Preservation</u> for main supply material at site:

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	a) Prepare and submit the “Dispatch & Receipt Reconciliation Report”. b) Make periodic condition checks for the safety of boxes/items during storage of main material, spares etc. c) Maintain requisite inventory records. d) Bidder has to keep the material properly as per approved FQP, Storage & Preservation guidelines and storage work instructions (WI). In case bidder fails to adhere the above guidelines/storage WI and any consequential damages/missing items due to non-adherence of above guidelines/storage WI, no insurance claim will be entertained by BHEL and items shall be replaced by bidder without any cost implication to BHEL. 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 anyone 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 will be entertained. f) Bidder to refer GCC document as issued by BHEL.
3.39	Erection Conditions of Contract- Bidder has to consider and envisage mobilization of all resources 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. Site Activities- All site activities like unloading, receipt, storage, security & handling material, civil/structural works in the bidder’s scope and BHEL’s free issue items in this package, erection and commissioning, trial run & PG test, handing over the complete system to customer shall be in bidder’s scope. 1. During such erection work, bidder shall be responsible to ensure correct implementation of their design of civil and structural works at site. 2. Storage space shall be allotted by BHEL/Customer either inside/outside the plant premises based on availability of space. Further levelling/ grading shall be done by bidder for proper storage of material. 3. Vendor to ensure sufficient manpower throughout the project for erection and commissioning activities on all equipment’s, systems etc. 4. Cost of repair/replacement of damaged equipment /parts, if any, including material & maintenance works shall be borne by successful bidder. 5. The fabrication yard, the open yard and closed yard shall be relocated as per the project requirements. The vendor must ensure appropriate lifting arrangements and manpower for shifting the items to the desired location, without any cost implication to BHEL. 6. Calibration of instruments before commissioning is included in bidder ‘scope. 7. All type of testing shall be performed by bidder during erection & commissioning stage without any cost implication to BHEL. 8. Whenever power fails, DG back up is required. DG set to be arranged and kept as standby by bidder, whenever required. Also, for carrying out works where

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	power sockets are not available. The construction power source shall be relocated according to the project requirements.
3.40	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.
3.41	<u>Royalty & other fees:</u> 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 from the running RA Bills and process the bill further to maintain proper cash flow and continuity of work. 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. 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.
3.42	GUARANTEE TESTS The guarantee tests for various equipment and systems shall be carried out as specified under relevant packages defined in Technical Specifications No. IS-4-ES-786-300-M001 along with the Specific Sections mentioned in the specifications, its annexures, amendment etc. All special equipment, tools and tackles, instruments, measuring devices required for the successful conductance of Guarantee Tests shall be provided by the Bidder, free of cost. All costs associated with the tests shall be included in bid price.

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	All statutory clearances necessary for guarantee tests shall be obtained by the bidder from respective authorities without any additional cost to BHEL.
3.43	Gate passes for materials, workmen, tools and plants (T&Ps), and any other related items shall be issued in the name of the Prime Bidder or as may be instructed by the Owner/Customer. Notwithstanding the above, the Prime Bidder and its sub-agencies shall remain responsible for complying with all applicable statutory requirements, including but not limited to obtaining labour licences, ESIC, EPF, and any other mandatory registrations or approvals.

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Chapter - IV: Time Schedule

4.0	TIME SCHEDULE- After the issuance of the LOA for the EPC PACKAGE for Ash Handling Plant , the total work shall be completed within 28 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: <table><tr><th>SL No</th><th>Description</th><th>Tentative Completion Schedule</th></tr><tr><td>1</td><td>Basic Engineering</td><td>Within 1.5 Months</td></tr><tr><td>2</td><td>Detailed Engineering</td><td>Within 12 Months (M1)</td></tr><tr><td>3</td><td>Dispatch and Completion of the Supplies</td><td>Within 22 Months</td></tr><tr><td>4</td><td>Readiness of AHP for CFBC</td><td>Within 19 Months (M2)</td></tr><tr><td>5</td><td>Readiness of AHP for Gasifier</td><td>Within 25 Months</td></tr><tr><td>6</td><td>Erection and Commissioning Completion</td><td>Within 25 Months</td></tr><tr><td>7</td><td>Completion of Facilities</td><td>Within 28 Months</td></tr></table>			SL No	Description	Tentative Completion Schedule	1	Basic Engineering	Within 1.5 Months	2	Detailed Engineering	Within 12 Months (M1)	3	Dispatch and Completion of the Supplies	Within 22 Months	4	Readiness of AHP for CFBC	Within 19 Months (M2)	5	Readiness of AHP for Gasifier	Within 25 Months	6	Erection and Commissioning Completion	Within 25 Months	7	Completion of Facilities	Within 28 Months
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7	Completion of Facilities	Within 28 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. <table><tr><th>Milestone</th><th>Tentative Completion Schedule</th></tr><tr><td>Detailed Engineering</td><td>Within 12 Months (M1)</td></tr><tr><td>Readiness of AHP for CFBC</td><td>Within 19 Months (M2)</td></tr></table>			Milestone	Tentative Completion Schedule	Detailed Engineering	Within 12 Months (M1)	Readiness of AHP for CFBC	Within 19 Months (M2)																		
Milestone	Tentative Completion Schedule																										
Detailed Engineering	Within 12 Months (M1)																										
Readiness of AHP for CFBC	Within 19 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 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 (corresponding																										

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IV: Time Schedule

	RA Bill) 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	Inputs exchange between the EPC vendor and BHEL in line with the scope defined in the relevant annexures shall be progressive. Detailed L-2 Schedule and L3 Schedule, including inputs requirement dates from BHEL, shall be prepared and submitted by Vendor for approval of BHEL. 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.
4.5	DELIVERY / COMPLETION SCHEDULE (FOR Turnkey Packages E&C contract): E&C shall be considered completed after testing, trial run, pre-commissioning & commissioning with supply of commissioning spares, successful trial operation, training, Performance & functional guarantee testing and O&M services until final handing over to BHEL/ BCGCL upon satisfactory completion and written confirmation from BHEL/ BCGCL for all AHP equipment and items including free supply issued to the successful bidder by BHEL.
4.6	GUARANTEE/WARRANTEE/ DEFECT LIABILITY PERIOD: - The DEFECT LIABILITY PERIOD (DLP) shall be in line with the Clause no 17 of Customer SCC its amendments, Corrigendum's issued which are attached as part of this tender document.

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Chapter - V: LIMITING GUARANTEE PARAMETERS

5.1	SCHEDULE OF PERFORMANCE GUARANTEES FOR AUXILIARY POWER CONSUMPTION IS MENTIONED IN Annexure-15 issued as part of this tender document.
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Chapter - VI: Sub Qualification Requirements

6.1	The Sub-Qualification Requirements (wherever applicable) for individual Packages are mentioned in the relevant sections of the Technical Enquiry Specification for AHP having SPECIFICATION NO.IS-4-ES- 786-300-M001
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Chapter - VII: Terms of Payment and Other Commercial Terms

7.0	PAYMENT TERMS
7.1	Supply for Plant and Equipments (excluding Mandatory Spares and Type Tests) quoted on Ex-works (India) basis Payment for invoice raised against material despatch as per tender conditions shall be made within 90 days, after submission of complete set of valid documents, as specified under respective payment terms. For Micro and Small Enterprises (MSEs), Payment shall be made within 45 Days. For Medium Enterprises, Payment shall be made within 60 Days. Provision of discounting for MSME suppliers: All invoices received from MSME suppliers shall be uploaded by BHEL on TReDS platform providing the choice to the supplier for discounting their bills against the Trade Receivable accepted on the platform. Presently BHEL has onboarded TReDS platforms such as RXIL, M1xchange, Invoicemart or DTX. Vendor may register themselves on TReDS platforms to obtain the intended benefit. For Non-MSME Vendors, Payment shall be made within 90 Days.
7.1.1	45 % of Total Ex-Works Supply Price Component of the Contract Price for each identified equipment upon despatch of equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment (which shall be original Goods Receipt or receipted GR/Rail receipt) including Material Despatch Clearance Certificate (MDCC) issued by the Employer's Corporate QA & I representative.
7.1.2	43 % Total Ex-Works 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 by the BHEL/Customer for the equipment received and stored at site and on furnishing the confirmation from the contractor that all the payments due w.r.t. the Bought out Items are paid to their Sub-vendor(s) as per the agreed payment terms between Contractor and their sub-vendor.
7.1.3	(i) 5 % (five percent) of the value of materials and procurement and other Charges for relative materials as indicated in the Bill(s) of Materials on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s). (ii) 5 % (five percent) of the value of materials and procurement and other charges for relative materials as indicated in the Bill of Materials on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills. (iii) 2% (Two percent) of the value of materials and procurement and other

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Chapter - VII: Terms of Payment and Other Commercial Terms

	charges for relative materials as indicated in the Bill of Materials on completion of balance jobs , if any, against the CONTRACTOR's Certified Final Bill.
7.2	Payment Terms for Mandatory Spares and Recommended Spares quoted on Ex-Works (India) basis: Payment for invoice raised against material despatch as per tender conditions shall be made within 90 days, after submission of complete set of valid documents, as specified under respective payment terms. For Micro and Small Enterprises (MSEs), Payment shall be made within 45 Days. For Medium Enterprises, Payment shall be made within 60 Days. Provision of discounting for MSME suppliers: All invoices received from MSME suppliers shall be uploaded by BHEL on TReDS platform providing the choice to the supplier for discounting their bills against the Trade Receivable accepted on the platform. Presently BHEL has onboarded TReDS platforms such as RXIL, M1xchange, Invoicemart or DTX. Vendor may register themselves on TReDS platforms to obtain the intended benefit. For Non-MSME Vendors, Payment shall be made within 90 Days. The Ex-works (India) price of spares manufactured and to be supplied within the Employer's country shall be paid as under: 100% (Hundred percent) along with all applicable taxes and duties of indigenous materials/spares and other Charges for relative materials as indicated in the Bill(s) of Materials on submission of Documents Listed elsewhere.
7.3	Installation Services 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
7.3.1	i) 88% (Eighty eight percent) of the Services Price component shall be paid on prorated basis against progress of Services duly certified by the OWNER for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report. ii) 5% (five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s). iii) 5% (five percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.

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Chapter - VII: Terms of Payment and Other Commercial Terms

	iv) 2% (Two percent) on completion of balance jobs , if any, against the CONTRACTOR's Certified Final Bill.
7.4	For Payment terms for Training 100% (Hundred Percent) of payment shall be released on completion of training based on the actual number of personnel deployed for training.
7.5	OPERATION & MAINTAINANCE (O & M) SERVICES O&M services including supply of all Spares and consumables for 60 months will be in Contractors scope. O&M service cost will be paid @ 5% of the awarded CONTRACT PRICE (excluding taxes & duties) per year for first year and @3% escalation per year for subsequent years. Payment for O&M Charges will be paid in each year on quarterly basis. GST shall be paid extra, as applicable.
7.6	DOCUMENTS TO BE SUBMITTED BY VENDOR
7.6.1	Payment Under main supply, against dispatch of materials: IMPORTED MATERIALS - Signed invoice(s) 2 of 3 original Bill of Lading and 4 (four) non-negotiable copies - Certificate of country of origin issued by a competent authority - Packing list - Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy - Third Party Inspection Release Note clearly indicating that equipment/material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER - Insurance Certificate INDEGENOUS MATERIALS - Signed Invoice(s) - Packing list. - Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy - Third Party Inspection Release Note clearly indicating that material has been - inspected and accepted as per QAP approved by OWNER, or waiver - certificate issued by OWNER. - Railway Receipt/LR

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Chapter - VII: Terms of Payment and Other Commercial Terms

	VIII. Insurance Certificate
7.6.2	For claiming MRC/Receipt of Equipment Payment: I. Signed invoice(s) II. 2 of 3 original Bill of Lading and 4 (four) non-negotiable copies III. Certificate of country of origin issued by a competent authority IV. Packing list V. Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy VI. Third Party Inspection Release Note clearly indicating that equipment/material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER VII. Insurance Certificate VIII. Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE. IX. Certificate of Verification and Good Condition after receipt of material at site by Owner.
7.6.3	FOR CLAIMING ERECTION & COMMISSIONING, CIVIL & STRUCTURAL PAYMENT: Along with GST invoice, Running Account Bill (RAB) & Measurement Book (MB), in BHEL format, following additional documents need to be submitted: i. Proof of wages paid (up to previous RAB / Invoice). ii. Monthly EPF remittance challan (if applicable). Up to previous RAB / Invoice) iii. Monthly ESI remittance challan Up to previous month)/ W.C. Insurance Policy, Valid Labor License (if applicable). iv. Any other document as informed by BHEL. v. Bank Guarantee, if applicable as per Notes of payment terms. FOR CLAIMING PAYMENT AGAINST COMMISSIONING (NO LOAD), TRIAL OPERATION, PG/ DEMONSTRATION TEST(S) AT SITE, HANDING OVER: i. GST invoice ii. Certification for completion of activity as per payment terms from BHEL/Customer. 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.

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Chapter - VII: Terms of Payment and Other Commercial Terms

7.6.4	FOR CLAIMING PVC AMOUNT: i. GST compliant invoice ii. PVC calculation duly approved by BHEL iii. All documents in support of PVC calculation
7.7	PRICE VARIATION CLAUSE: - The Price Variation Clause is applicable for the contract in line with the Revised PRICE VARIATION CLAUSE, CLAUSE 12.0 OF Customer SCC (Rev. 02) attached as Appendix-2 along with the tender document. For the purpose of claiming Price Variation Compensation (PVC), the <i>Base Date</i> shall be deemed to be the Last Date of Bid Submission. Any other date mentioned elsewhere in the tender documents, if differing from the above, shall be rendered null and void for the purposes of PVC calculation and shall not be considered.
7.8	NON-PAYMENT OF INTEREST 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.
7.9	BILLING BREAK UP (BBU) Billing Break Up Shall be in line with the Price Schedule attached along with the NIT. The basis for the pro-rata payments above shall be the Billing Break-up (BBU) to be finalized subsequently after award of Contract. 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 Price Schedule attached with the tender document. Bidders are advised to schedule their price bid in following manner: - a) Minimum Installation Price Shall be minimum 10% of the Total Contract Price (excluding taxes & duties) Excluding the Contract Price of Operation and Maintenance Services of 5 Years. b) Void

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Chapter - VII: Terms of Payment and Other Commercial Terms

	c) O&M Sharges shall be 5% of the awarded CONTRACT PRICE consisting of Supply Charges, Engineering Charges and Installation Charges (excluding taxes & duties) per year for first year and @3% escalation per year for subsequent years. 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. The unit / set / system / package for the purpose of the payment under sl.no. 7.1 to 7.5 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. 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. 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. 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.
7.10	<u>Price Bid</u> 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).

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Chapter - VIII: Mutually Agreed Damages

8.0	MUTUALLY AGREED DAMAGES (MAD)
8.1	For Delay in Completion
8.1.1	The CONTRACTOR agrees that the work shall be commenced and carried on at such points, and in the order of precedence and at such times and seasons as may be directed by BHEL in accordance with the schedule for the completion of work as outlined in the CONTRACT. The CONTRACTOR declares that he has familiarised himself with the site and rights of way, ground conditions, with all the local conditions, and with all the circumstances which may or are likely to affect the performance and completion of the work and that he has allowed for such conditions in the preparation of this schedule. The progress of work shall be checked at regular monthly intervals and the percentage progress achieved shall be commensurate with the time elapsed after the award of the CONTRACT.
8.1.2	However, it is not incumbent upon the PROJECT DIRECTOR to notify the CONTRACTOR when to begin or to cease or to resume work, nor to give early notice of the rejection of a faulty work, nor in any way to superintend so as to relieve the CONTRACTOR of responsibility of any consequence of neglect or carelessness by him or his subordinates.
8.1.3	Without prejudice to anything contained in the CONTRACT, the time stipulated in the CONTRACT for the execution and completion of the works shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to attain the MECHANICAL COMPLETION and PRELIMINARY ACCEPTANCE as per the CONTRACT due to the reasons for which CONTRACTOR is liable under CONTRACT then the CONTRACTOR shall pay to BHEL as MAD at the rate of 0.5 % of the TOTAL CONTRACT PRICE (Excluding Taxes and Duties) per week of delay or part thereof subject to a maximum of 2.5% on MECHANICAL COMPLETION and maximum of 2.5% on PRELIMINARY ACCEPTANCE of the TOTAL CONTRACT PRICE (Excluding Taxes and Duties). BHEL may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the OWNER in writing for completion of the WORKS without levy of MAD (MUTUALLY AGREED DAMAGES), this clause will be applicable after expiry of such extended period. GST at the prevailing rate, if applicable on MUTUALLY AGREED DAMAGES shall be recovered extra from the CONTRACTOR on the amount of such MUTUALLY AGREED DAMAGES levied as per the Contractual terms. BHEL shall raise separate Tax Invoice for recovery of MAD along with applicable GST. MUTUALLY AGREED DAMAGES represent, without prejudice to the respect of the contractual obligation under the CONTRACT by CONTRACTOR, the sole and exclusive remedy of BHEL for such delay.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VIII: Mutually Agreed Damages

	For Computation of the MAD-The Total Contract Value shall be considered without the O&M Charges and Excluding Taxes and Duties.
8.2	LIQUIDATED DAMAGES/PENALTIES FOR SHORTFALL IN GUARANTEED PERFORMANCE PARAMETERS:
8.2.1	Liquidated Damages for not meeting performance guarantees during the Performance tests shall be assessed and recovered by the Owner from the Contractor as detailed in TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO.: IS-4-ES- 786-300-M001 along with the Specific Sections mentioned in the specifications, its annexures, amendment etc.
8.2.2	The Maximum Overall Liability under the CONTRACT on account of below heads shall be capped to 30% of the TOTAL CONTRACT PRICE. (a) Delay in execution of project limiting to 5% of Contract Value. (b) CONTRACTOR failing to meet the Performance Guaranteed Works Cost limiting up to 5 % of Contract Value, (c) make good. (ii) The Maximum Overall Liability under the CONTRACT on account of (a) Termination of CONTRACT (b) Carrying out balance work at the risk and cost of the CONTRACTOR, re-engineering, mechanical warranty (c) Patent infringement and (d) any other liabilities (if any) defined in the NIT shall be capped to 100% of the TOTAL CONTRACT PRICE.
8.3	Bidder to note that the guaranteed power consumption for Ash handling system shall not exceed 3173 kW and for increase in 1 KW Aux power, LD of 14 Lakhs/Kw shall be applicable for the package.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - IX: SPARES

9.0	START-UP COMMISSIONING, OPERATION AND MAINTENANCE SPARES.: Defined under PART-F of TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO.: IS-4-ES- 786-300-M001
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - X: Enclosures

10.00	ENCLOSURES																														
10.01	Following enclosures are an integral part of this technical enquiry and must be signed and stamped and submitted along with the offer: • TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO. IS-4-ES- 786-300-M001 along with all the annexures/sections referred under the specifications. <table><tr><th>Section No.</th><th>Description</th></tr><tr><td></td><td>List of Annexures</td></tr><tr><td>Section - 1.0</td><td>Applicable Standards</td></tr><tr><td>Section - 2.0</td><td>Project Information</td></tr><tr><td>Section - 3.0</td><td>Intent of Specification</td></tr><tr><td>Section - 4.0</td><td>Scope of Supply and Services</td></tr><tr><td>Section - 5.0</td><td>Technical specification- Electrical</td></tr><tr><td>Section - 6.0</td><td>Technical specification- Civil & structural</td></tr><tr><td>Section - 7.0</td><td>Spares</td></tr><tr><td>Section- 8.0</td><td>Documentation</td></tr><tr><td>Section - 9.0</td><td>Erection & Commissioning</td></tr><tr><td>Section - 10.0</td><td>Operation & Maintenance</td></tr><tr><td>Section - 11.0</td><td>Functional Guarantees</td></tr><tr><td>Section - 12.0</td><td>Pre-bid clarification schedule</td></tr><tr><td>Section - 13.0</td><td>Confirmation cum compliance certificate</td></tr></table> • Customer SCC • Customer GCC • Annexure A - Standard Guidelines for Labour Colony • Appendix-2 PVC	Section No.	Description		List of Annexures	Section - 1.0	Applicable Standards	Section - 2.0	Project Information	Section - 3.0	Intent of Specification	Section - 4.0	Scope of Supply and Services	Section - 5.0	Technical specification- Electrical	Section - 6.0	Technical specification- Civil & structural	Section - 7.0	Spares	Section- 8.0	Documentation	Section - 9.0	Erection & Commissioning	Section - 10.0	Operation & Maintenance	Section - 11.0	Functional Guarantees	Section - 12.0	Pre-bid clarification schedule	Section - 13.0	Confirmation cum compliance certificate
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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	Packing List shall be submitted as per standard format along with advance set of documents for claiming payment which must indicate: 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. 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-
11.2	PACKING FOR SPARES Different types of spares i.e. start-up/ commissioning spares and initial spares (recommended O&M spares) are to be packed separately. Recommended Spares shall not be packed with main equipment but shall be packed separately. Packing of Recommended spares should have a Red color band all around the container / package and words 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.
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	Tags should be of the color as mentioned below: Main equipment: Yellow or White tag Start-up/ Commissioning spares: Blue tag O&M spares: Green tag

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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.
11.5	CONSIGNEE'S RIGHT OF REJECTION
11.5.1	Notwithstanding any approval of Purchaser 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.
11.5.2	Rejected goods or materials shall be removed by Seller/ 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 Seller/ Contractor.
11.6	RISK IN STORES Seller/ 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 Seller/ 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. Seller/ 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.

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Chapter - XI: Material Handling, Transportation and Storage

11.7	SHORTAGES / DAMAGES 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 Seller/ 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.
11.8	PHYTOSANITARY CERTIFICATE: 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. 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.
11.9	DISPATCH MARKINGS 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. i. Name and address of the consignee (to be intimated at the time of dispatch clearance) ii. Dispatched by: (Vendor name) 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. iv. Type of Supply: "Main equipment supply"/"Commissioning Spares" as the case may be. Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc. v. Compliance to Material Tracking System and Consignment Tracking System as per the SPMS guidelines. No item / equipment shall be dispatched without obtaining Material Dispatch clearance certificate from from BHEL irrespective of inspection categories. 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.
11.10	E-Way Bill

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Chapter - XI: Material Handling, Transportation and Storage

	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. 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.
11.11	Disposal of Surplus Material "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. 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.

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Chapter - XII: Exclusions

12.0	EXCLUSIONS: Bidder to Follow the TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO.: IS-4-ES- 786-300-M001
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Chapter - XIII: Terminal Points

13.0	TERMINAL POINTS: The Terminal Points are as follows: Bidder to read the Below Terminal Points in TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO.: IS-4-ES- 786-300-M001
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIV: Tools and Tackles

14.0	TOOLS AND TACKLES
14.1	Bidder to Follow the TECHNICAL ENQUIRY SPECIFICATION having SPECIFICATION NO.: IS-4-ES- 786-300-M001

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

15.0	DRAWINGS AND DOCUMENTS SUBMISSION
15.1	Bidder shall furnish Full Details and Drawings of the Equipment, Furnished Data Sheet, Technical, Testing Procedures and O & M manuals of the Equipment. Successful bidder must submit drawing/documents as per list of drawing provided in BHEL NIT/ technical specification. 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 required desired by BHEL/ end user shall be furnished by the vendor during detail engineering: (a) General arrangements drawings. included in the scope as specified, the individual equipment's, associated accessories. (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, 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	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 various portions of the equipment and any other information that is relevant or requested for.
15.3	Test certificates shall invariably consist of details such as Nameplate data, projects and BHEL& Customer's /Customer's consultant's name.
15.4	Records of test results / readings etc., made during internal testing shall be available during testing/ inspection in customer's presence.
15.5	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. Also, BBU shall indicate the amount towards Hardware, gaskets and miscellaneous items.

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Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

15.6	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.
15.7	All items/equipment except pipes, structural steel, and refractory shall be despatched in transport- worthy and storage - worthy packing/shipment boxes. BBU No, Quantity, Item Description details shall be legibly marked on at least 2 sides of packing/shipment boxes. Loose items are not acceptable.
15.8	Successful bidder shall submit "Storage Instructions" for the storage (at site) for the entire equipment in bidder's scope of supply within 4 weeks from the date of LOA 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.
15.9	Successful bidder shall submit Field Quality Plan for Receipt & Storage within 4 weeks from the date of LOA.
15.10	3-D models compatible with PDMS software and IPMS software for the complete system and coordinating with BHEL other units for alignment will be in the scope of bidder. During detailed engineering bidders shall submit the same along with the GA/OGA drawings for approval.
15.11	All the plant layouts shall be made in computerised 3D modelling system. BHEL reserves the right to review the 3D model at different stages during the progress of engineering. The layout drawings submitted for review shall be fully dimensioned and extracted from 3D model after interference check.
15.12	During detail engineering, successful bidder(s) shall ensure flow of drawings/docs as mentioned below: i. All drawings/documents and its subsequent revisions shall be submitted to BHEL/end user/ end user's Consultant for their review/approval through Document Management System (DMS) like Wrench portal, etc. ii. Bidder shall intimate about the drawings/ docs submission date to BHEL/end user/ end user's Consultant. iii. It shall be respective bidder's responsibility for obtaining time bound approval on all the engineering drawings and documents from BHEL/end user / end user's Consultant and resolving the technical queries raised by BHEL/ end user. iv. In the event BHEL/end user/ end user's Consultant doesn't approve the drawings then the commented drawings/docs as received from BHEL end user/ end user's Consultant shall be sent to the vendor for revision. v. 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.

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Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

	vi. 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 v shall repeat till drawings/docs are found in order. The process as mentioned in point no. i to vi above shall follow till approval is received end user/ end user's Consultant. Note: The Bidder shall consult BHEL for any interface inputs required for the scope of work in this package. It shall be sole responsibility of Bidder for any re-work, modification arising out of any discrepancy/mismatch in any drawings or documents so as to obtain acceptance of end user/ end user's Consultant.
15.13	Other Drawing related information • 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 various portions of the equipment and any other information that is relevant or requested for. • 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

	submitted with separate sheet indicating complete BOM. • 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. • All items/equipment except pipes, structural steel and refractory shall be dispatched in transport- worthy and storage - worthy packing/shipment boxes. BBU No, Quantity, Item Description details shall be legibly marked on at least 2 sides of packing/shipment boxes. Loose items are not acceptable. • 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
15.14	Schedule & number of copies required for submission should be as per the details given below:

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Chapter-XV: DRAWINGS AND DOCUMENTS SUBMISSION

Sl. No	Description	Type of copies required	Number of copies required	Schedule of submission
1	Drawings / Documents for Approval	Soft Copies	-	Starting Two Weeks from LOA
2	Revised Drawings / Documents Incorporating end user Comments if any.	Soft Copies	-	One Week after receipt of comments from end user/consultant forwarded by BHEL
3	Final Approved Drawings / Data / Documents	Prints & Soft Copies	6 Copies	One Week after Receipt of Approved Drawing from BHEL / Consultant.
4	Erection Drawings & Manuals	Prints	6 Copies	Eight (8) Weeks before the Dispatch of the Equipment.
5	Pre-Commissioning / Commissioning Check List / Procedures.	Prints	6 copies	----- do -----
6	Quality Assurance Plan	Prints & Soft Copies	6 Copies	One Month from The Date of placing L.O.A
7	Final Operation & Maintenance Instruction Manuals	Prints & Soft Copies	One (1) Original & 6 Copies	One Month before the Dispatch of the Equipment.

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Chapter-XVI: Taxes and Duties

16.0	TAXES & DUTIES
16.1	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. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
16.2	GST (Goods and Services Tax)
16.2.1	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.
16.2.2	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.
16.2.3	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.
16.2.4	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.
16.2.5	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.
16.2.6	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 movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
16.2.7	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.

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16.2.8	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: - 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/ LOA/LOA. 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.
16.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/LOA/LOA at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
16.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
16.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
16.2.12	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.
16.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/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.
16.2.14	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

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	along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
16.2.15	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.
	<u>Variation in Taxes & Duties:</u> 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. 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. 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.
16.3	<u>Income Tax:</u> TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.
16.4	<u>Statutory Variation:</u> 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. 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 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.
16.5	<u>BOCW Act & Cess Act</u> BOCW Cess is not to be borne by contractor. Refer Annexure-I for BOCW Act & Cess Act.

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16.6	<u>Custom Clearance</u> 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. 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. 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. 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. 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.
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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

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	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, 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: 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.

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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.
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.

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Chapter-XVII: Testing and Inspection

17.0	INSPECTION AGENCY
	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. 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. 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. No item / equipment's shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL irrespective of inspection categories. 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.
17.1	INSPECTION AND TESTING AT CONTRACTOR'S PREMISES
17.1.1	Contractor 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. Inspection calls should be raised by the Seller/ Contractor on BHEL CQS Website/CQIR website link. Such inspection, examination and testing by itself shall not relieve the Seller/ Contractor from any obligation under the Order/ Contract. Non-conformance from the contract specifications shall be reported by the Seller/ Contractor.
17.1.2	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

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	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.
17.1.3	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.
17.1.4	Type & routine test report / certificates shall include details of standard to which the tests are performed, test parameters, acceptance criteria, test set up etc. used during the testing along with the test piece details / rating and the detailed test record and final test result.
17.1.5	Bidder's representative has to be present during joint inspection by BHEL/BHEL's TPI/Customer/Customer's consultant of their Bought-out items at their sub-vendor's works irrespective of approved QAP.
17.2	INSPECTION MEASURING AND TEST EQUIPMENT'S
17.2.1	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.
17.2.2	In addition to above, Contractor shall ensure the following: 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. vi. IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments. Note -Purchaser's decision on acceptability of the product in such cases shall be binding.
17.2.3	Responsibility of usage of valid and calibrated IMTEs by his sub-contractor(s) shall be of the Seller/Contractor.

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17.2.4	In case, calibration records are required by purchaser, copies of the same shall be furnished.
17.2.5	Seller/ Contractor shall be fully responsible for the Quality of products supplied by sub-contractors.
17.3	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)
17.3.1	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.
17.3.2	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 days9 additional time shall be given to the vendor to facilitate the vendor for arranging logistics arrangements.
17.3.3	Seller/ Contractor shall not dispatch any material before issue of MDCC by Purchaser.
17.3.4	Satisfactory completion of tests or issue of MDCC shall not relieve the seller / contractor from its obligations in terms of the contract provisions.
17.3.5	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.
17.3.6	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.
17.3.7	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.
17.4	QUALITY ASSURANCE DOCUMENTS (AS APPLICABLE) 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). i) Test report of components. ii) Non-destructive examination results/ reports including radiography interpretation reports. iii) Welder identification list listing welders and welding operator9s qualification procedures and welding identification symbols.

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	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: 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
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