



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 07

Ref: PSER:SCT:RKL-M1828:TCN-07

Date: 21-06-2017

Sub	Tender Change Notice (TCN) - 07.	
Job	Design, Engineering, Manufacturing, Supply, Erection, Testing, Commissioning, etc. of Raw water intake system including Cross Country GRP Pipeline for 1x250 MW unit at PP-II Expansion, NSPCL, Rourkela, Odisha.	
Ref	1.0	Tender no PSER:SCT:RKL-M1828:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:RKL-M1828:5666, Dated 27-04-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:RKL-M1828:TCN-01, Dated 16-05-2017.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:RKL-M1828:TCN-02, Dated 23-05-2017.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:RKL-M1828:TCN-03, Dated 03-06-2017.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:RKL-M1828:TCN-04, Dated 13-06-2017.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:RKL-M1828:TCN-05, Dated 17-06-2017.
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:RKL-M1828:TCN-06, Dated 19-06-2017.
	9.0	Other References, if any.

With reference to above, following points/documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. Bidder's clarification is attached vide **Annexure-A** to **TCN-07**.
2. Revised Volume-IF-TCC-CML-SUP-R-01 is attached herewith, superseding earlier version issued along with NIT. (Introduction of Annexure-I)
3. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
4. All other terms & conditions shall remain unchanged.

Bidders are requested to go through all the tender documents before submitting their offer.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Engineer (SCT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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ANNEXURE-A TO TCN-07

JOB: Design, Engineering, Manufacturing, Supply, Erection, Testing, Commissioning, etc. of Raw water intake system including Cross Country GRP Pipeline for 1x250 MW unit at PP-II Expansion, NSPCL, Rourkela, Odisha.

TENDER NO. PSER:SCT:RKL-M1828:17.

CLARIFICATION OF BIDDER'S QUERY

SL NO	REFERENCE CLAUSE OF TENDER DOCUMENT	EXISTING PROVISION	BIDDER'S QUERY	BHEL'S CLARIFICATION
1	-	-	<p>As per the technical specification of the Intake well for the Rourkela Water Supply Project, travelling screen is to be installed in the Intake well as per requirement of the ultimate client.</p> <p>The proposed intake well have two openings from where the water is allowed to enter into the Intake well and there is no provision of any pen-stock gates for the openings. Would request you to please let us know the methodology thought of by ultimate client/consultant for periodic (may be once in a year) cleaning of the accumulated sludge/silt in the bottom part of the intake well.</p>	<p>Bidders to note that handling of gate is by EOT crane to be provided in the River water Intake pump house and same is already indicated in Mechanical GA of River water Pump house attached in section-C2 of the technical specification.</p>

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This volume shall be construed as part of tender document and shall be read along-with other volumes of tender. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volumes, the same shall be brought out by the bidder in writing to BHEL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favour of BHEL shall be adopted and the same shall be binding to the bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each part/ package of tender.

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
	Total scope broadly covers design, engineering, manufacturing, inspection, testing, painting, supply/ delivery duly packed at project site including freight, in line with drawings/ documents/ test procedures approved by BHEL/ customer, for the total scope defined in the technical specification and terms & conditions of tender, taking into account all clarifications, confirmations and agreements till date for Raw water intake system including Intake Well, Pump House and Cross Country GRP Pipeline complete with all accessories, including supply of consumables, erection & commissioning spares, special tools & tackles for maintenance, for 1x250 MW unit at NSPCL, Rourkela, Odisha.
2.0	BROAD SCOPE OF WORK
2.1	The work to be done under this specification comprises of design, engineering, manufacturing, assembly, inspection, testing at manufacturer's/ sub-vendor's works, painting, proper packing, transportation, delivery, handing over at site of equipments as stated above & detailed in the specification & elsewhere in tender documents.
2.2	Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
2.3	The scope of work broadly covers as per specification & elsewhere in the document but shall not be limited to the following.
2.3.1	Detail design of all equipments & sub-system and work as per specification.
2.3.2	Preparing the manufacturing quality plan.
2.3.3	Complete manufacturing of all the equipments/sub-system including shop, field testing and assembly as per specification.
2.3.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
2.3.5	Providing requisite sets (both hard & soft copy) of engineering drawings, RTF, data, operation & maintenance manual, as-built drawing, plant handbook, storage, preservation & painting manual, erection manual, etc as specified elsewhere in the tender.
2.3.6	Arranging inspection of equipments and accessories etc at manufacturer's/ sub vendor's premises.
2.3.7	Packing & transportation of goods from manufacturer's works/ sub vendor's works.
2.3.8	Any equipments not specified here but required to make the equipments complete shall be under the scope of the successful bidder.
2.3.9	Providing preventive routine maintenance schedule of the equipment/ sub-system.
2.3.10	Transportation of materials on FOR destination/ site basis and door delivery of materials at site.
2.3.11	Preparing schedules and furnishing progress report in requisite mode & number.
2.4	Drawings/ documents submitted along with tender are for guidance purpose only and no claim/ compensation, whatsoever, shall be entertained by BHEL on this account.
2.5	All other points shall be as per the terms & conditions and specification along with aforesaid references together with amendments incorporated thereto.
3.0	SITE VISIT
	Successful bidder should visit site and acquire full knowledge & information about site conditions prevailing at site and in & around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the offer.
4.0	PROJECT MANAGEMENT
	To meet the need of project management, successful bidder shall provide the following services within quoted/ accepted prices.
4.1	PLANNING & MONITORING
4.1.1	The successful bidder shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall project schedule.
4.1.2	Based on L1 network the successful bidder will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing,

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	testing, procurement of sub-vendor items, and dispatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
4.1.3	Based on L2 network the successful bidder will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/ BHEL hold points, responsibility of the customers/ BHEL and successful bidder.
4.1.4	Above schedules are to be preferably made in Microsoft Project, so that the same is compatible with BHEL's project management software.
4.1.5	Above schedules/ networks would be submitted to BHEL sequentially by the successful bidder within 15 days from date of LOI and finalized within a month.
4.2	PROGRESS REPORTING
4.2.1	The successful bidder shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of progress report must be submitted to Construction Manager/ BHEL/ site and Project Manager/ BHEL/ Kolkata latest by 7 th of every month covering the detailed progress achieved in the previous month.
4.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the successful bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program.
4.2.3	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving target. The program of subsequent week shall also be presented by successful bidder for discussions. The successful bidder shall constantly update/revise his work program to meet the overall requirement.
4.2.4	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Kolkata/site. These meetings will be attended by reasonably higher officials of the successful bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
4.2.5	Still colour photography (matt paper, post card size, max 10 nos per month for the entire contract execution period) depicting progress of the work, damage to the machine parts, if any, as directed by BHEL site engineer is to be arranged by the successful bidder at his own cost.
4.2.6	Successful bidder have to provide electronic/ computerized storing & re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement.
4.2.7	Other provisions of Volume-IA of this tender would be applicable.
5.0	SERVICES TO BE RENDERED BY THE SUCCESSFUL BIDDER
5.1	Services for complete engineering, coordination and project management as detailed elsewhere in this tender.
5.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
5.3	Supply of main equipment along with other items as per specification maintaining sequential dispatch.
5.4	Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning till handing over of the plant/ equipment
5.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, etc including "As Built Drawing".
5.6	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
5.7	DOCUMENTS
5.7.1	The successful bidder shall furnish 15 (fifteen) sets of approved drawing & documents 6 months prior to commissioning.
5.7.2	The successful bidder shall furnish 15 (fifteen) sets of `Operation & maintenance (O&M) manuals' 3 months prior to commissioning.
5.7.3	The successful bidder shall furnish 15 (fifteen) sets of `Plant handbook' covering design, performance data, P&IDs, SLDs, flow charts, sequence, protection & interlock scheme, alarm & trip valves, performance curves, GA & layout drawings, important Do's and Dont's"

	etc. 3 months prior to commissioning.
5.7.4	The successful bidder shall furnish 15 (fifteen) sets of as-built drawing along with 4 copies of CD ROM.
5.7.5	The successful bidder shall furnish 15 (fifteen) sets of 'Storage, preservation & painting manual'.
6.0	COMMUNICATION The successful bidder shall be responsible for arranging all communication facilities at office. The successful bidder has to establish independent internet/ e-mail facilities with mobile connection for all key site personnel and same shall be integrated with BHEL's voice/ data network & database systems at site. The successful bidder's office must have facilities of communications like Fax, E-mail, and telephone with STD facility etc.
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
7.1	Except where otherwise specified, the plant/equipment shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
7.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.3	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
7.4	Wherever specified or required the plant/equipment shall conform to various statutory regulations, such as Indian Indian Electricity Rules, Indian Explosive Act, Factories Act etc wherever required, obtaining approval for plant/ equipment supplied under the specification from statutory authorities shall be the responsibility of the successful bidder.
8.0	ENGINEERING SERVICES As part of the overall project management activity, the successful bidder shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The successful bidder shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contactors. The Engineering Manager shall be the single point contact person on behalf of the successful bidder and shall be responsible for all engineering co ordination.
9.0	QUALITY PLAN The bidder shall furnish the quality assurance plan which would be approved by BHEL/ owner.
10.0	QUALITY ASSURANCE PROGRAMME To ensure that the equipment & services under the scope of the contract whether manufactured/ performed at successful bidder's works or at his successful bidder's premises or at any other place of work are in accordance with the specifications the successful bidder shall adopt suitable quality assurance programme to control activities as necessary. Such programme shall be outlined by the successful bidder and shall be finally accepted by BHEL/ owner/ authorised representative. A quality assurance programme of the successful bidder shall generally cover the following.
10.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance programme.
10.2	System for site erection control including process controls and fabrication and assembly controls.
10.3	The procedure for purchase of materials, parts, components and selection of sub-successful bidder's service including successful bidder analysis, source inspection, incoming raw material inspection, verification of materials purchased, etc.
10.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
10.5	Control of non-conforming items and system for corrective actions.
10.6	Inspection and test procedure for all site related works.
10.7	Control of calibration and testing of measuring and testing equipment.
10.8	System for quality audit.
10.9	System for indication and appraisal of inspection status.
10.10	System for authorizing release of manufactured product to BHEL.
10.11	System for handling storage and delivery.
10.12	System for maintenance of records.
10.13	Furnishing of Quality Plan for manufacturing and Field activities detailing out the specific

	quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment/ component.
11.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
11.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Program. An indicative program of inspection/tests to be carried out by the successful bidder for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive program as it is the responsibility of the successful bidder to draw up and implement such program duly approved by BHEL. The detailed quality plan for manufacturing should be drawn up by the bidder and will be submitted to BHEL for approval.
11.2	Manufacturing Quality Plans will detail out all the equipment & components, various tests/ inspection to be carried out as per requirement of specification & standards mentioned therein and the quality practices & procedures, etc to be followed by the successful bidder's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing/ performance testing.
11.3	The bidder shall furnish copies of reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents/ standards etc will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved Quality Plans, BHEL/ authorized representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, approved Quality Plan and Applicable standards must be documented and referred to BHEL for approval & disposition.
11.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection and shall not in no way limit the liabilities and responsibilities of the Successful bidder in earning satisfactory performance of equipment as per specification.
11.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of BHEL/ owner.
12.0	QUALITY ASSURANCE DOCUMENT
12.1	The successful bidder shall be required to submit the following Quality Assurance Documents within 2 weeks after dispatch of the equipment.
12.1.1	Test report of components.
12.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
12.1.3	Non destructive examination results/ reports including radiography interpretation reports.
12.1.4	Welder identification list listing welder's and welding operator's qualification procedures and welding identification symbols.
12.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
12.1.6	Stress relief time temperature charts.
12.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
12.1.8	Inspection Report duly signed by QA Personnel of BHEL and successful bidder for the agreed inspection hold points. During course of inspection the following will also be recorded.
12.1.8.1	When some important work repair work is involved to make the job acceptable.
12.1.8.2	The repair work remain part of the accepted product quality.
12.1.8.3	Letter of conformity certifying that that requirement is in compliance with finalised specification requirements.
13.0	INSPECTION, TESTING AND INSPECTION CERTIFICATE
13.1	The Engineer, his duly authorised representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the successful bidder shall obtain for the Engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on successful bidder's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be successful bidder's responsibility and same has to be carried out within the quoted price.
13.2	To facilitate advance planning of inspection in addition to giving inspection notice the

	successful bidder shall furnish quarterly inspection program indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
13.3	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The successful bidder shall give the engineer/ Inspector 15 days written notice of any material being ready for testing. Such test shall be to the successful bidder's account except for the expenses of the Inspector. The Engineer/ Inspector, unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test/ inspection failing which the successful bidder may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
13.4	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to the successful bidder of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The successful bidder shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
13.5	When the factory tests have been completed at the successful bidder's or successful bidder's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of successful bidder's test certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
13.6	In all cases where the successful bidder provides the tests at the premises of the successful bidder or any sub-vendor, the successful bidder except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
14.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTION
14.1	The successful bidder shall provide at least 6 months before the time of commissioning, all necessary operating & maintenance (O&M) manual. The O&M manual shall be submitted in the form of one reproducible original and 15 copies.
14.2	The information which shall be contained in loose stiff backed covers, shall include following in addition to whatever has been specified in Volume-II of this tender.
14.2.1	A complete inventory of all main items of plant/equipment with identification details.
14.2.2	A complete set of all drawings, schematics, data sheets, schedules etc.
14.2.3	Service Manuals for all plant and equipment giving full descriptions of the main items and auxiliary items.
14.2.4	Schedule of recommendations for routine maintenance of all equipment inspection point, information on detection, cause and rectification of troubles & faults.
14.2.5	A lubrication schedule with all necessary drawings.
14.2.6	Manufacturer's literature for all the self manufactured and bought out items.
14.3	Acceptance of O&M manual is subject to approval of BHEL.
15.0	INSURANCE
15.1	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 workmen's compensation act. The successful bidder shall also insure their staff against accident/ injury.
15.2	The successful bidder shall take insurance cover for all materials, tools & plants, etc., required to be provided & deployed for the job.
15.3	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.
15.4	BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural

	calamities.	
15.5	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.	
15.6	The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim the successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from the successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of the successful bidder. In case of theft of material under successful bidder's custody, the same shall be reported to police by the successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve the successful bidder of their contractual obligation for the materials in his custody.	
15.7	In case the damage/ loss/ theft of materials are 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.	
15.8	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the successful bidder, the entire cost of repair/replacement will be recovered from the successful bidder.	
15.9	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.	
15.10	Other conditions of Insurance shall be as per relevant clause of GCC.	
16.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC)	
16.1	MDCC shall be issued by BHEL/ owner or their authorized representative prior to dispatch. In case the tests are not witnessed by BHEL/ owner's representative, the test certificates shall be submitted to owner through BHEL and MDCC will be issued thereafter.	
16.2	Copy of MDCC and other dispatch document shall accompany with every dispatch, failing which the consignment shall not be allowed to enter the project premises.	
17.0	MATERIAL RECEIPT CERTIFICATE (MRC)	
	MRC shall be issued by BHEL/ owner or their authorized representative after the material is received at site in good condition.	
18.0	CONSIGNEE AND OTHER DETAILS	
18.1	Consignee for material shall be as per tender.	
18.2	OTHER DETAILS OF BHEL	
18.2.1	VAT RC NO	19200936019.
18.2.2	CST RC NO	19200936213.
18.3	OTHER DETAILS OF CUSTOMER	
18.3.1	VAT RC NO	21762000157
18.3.2	CST RC NO	21762000157
18.3.3	TRADE NAME	NSPCL.
18.4	Any change on above details will be intimated at appropriate juncture.	
19.0	DESPATCH	
19.1	All materials/ plants/ equipments shall be transported by road including ODC consignment. Dispatch shall only be made after inspection and issue of MDCC by BHEL/ owner. Advance information by fax/ courier of dispatch details shall be sent to Construction Manager, BHEL.	
19.2	No consignment shall be dispatched on SELF basis. Material shall be despatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to Site store shall be in the scope of successful bidder.	
19.3	Each package should carry the packing slip/ details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.	
19.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over by the owner the goods shall remain with the custody of the bidder.	
20.0	BANKER	
	The information shall be provided by BHEL on a later date.	

21.0	BANK CHARGE No interest, whatsoever, shall be payable by purchaser on the security deposit, any bank guarantee submitted or any amount due to the seller/successful bidder.
22.0	PAYING AUTHORITY All issues related to invoicing, payment shall be addressed to following Construction Manager, BHEL site office, 1x250 MW units at PP-II EXPANSION NSPCL, Rourkela, Odisha. Any change of above shall be intimated to the successful bidder accordingly.
23.0	APPROVED MANUFACTURER/ SUB-VENDOR For other bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II/ approved sub-vendor.
24.0	INSPECTION & JOINT VERIFICATION (AT SUCCESSFUL BIDDER'S WORKS)
24.1	Prior to dispatch, the materials would be offered by the successful bidder for joint inspection at the successful bidder's works as detailed in this tender specification for which the successful bidder would serve the advance notice of 15 days for inspection call to BHEL.
24.2	For further information, successful bidder shall visit web site http://cqir.bhel.in to login & lodge inspection related calls.
25.0	INSPECTION & JOINT VERIFICATION (AT SITE) The successful bidder shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification of the equipment/ materials received at site. The successful bidder shall depute their representative within 7 days from receipt of such intimation failing which BHEL shall proceed with the inspection and verification of equipment/materials and BHEL's decision in this regard shall be final and binding to the successful bidder.
26.0	SPARE
26.1	The scope of supply of any spares shall be governed by scope referred in price schedule, Volume-III (Latest revision).
26.2	However, as general guideline, following points shall be governing.
26.2.1	The purchaser may place orders for supply of spares on the successful bidder separately on receipt of detailed quotation categorizing the spares as (1) fast moving, (2) medium moving and (3) slow moving spare parts. The unit prices of such individual parts shall be valid till completion of guarantee period.
26.2.2	The successful bidder shall give warranty that before going out of production of the spare-parts, he will give advance notice to purchaser/ owner so that purchaser/ owner order his requirement of spares in one lot if he so desires. The successful bidder shall further give guarantee that if he goes out of production of spare parts, then he will make available blue prints/ drawings of spare parts and specifications of materials at no cost to the purchaser/ owner, if required, by purchaser/ owner to enable him to fabricate or procure spare parts from other sources.
26.2.3	Commissioning/ start up spares which are required at any time during the equipment installation till commercial operation of the unit are included in the contract & shall be handed over by the supplier to the purchaser.
26.2.4	Each sub-supplier for bought out items shall provide a full spare parts package showing information for each part, component, assembly and consumable item for each parent equipment item. The package shall also include detailed drawings together with complete spare parts lists giving sizes, materials rating etc.
26.2.5	Spare parts data package – each parent equipment item shall be listed by name, service, sub-suppliers sales order number, equipment plant tag no, manufacturer, model, size, serial no and successful bidders purchase order no. A full spare parts data package shall be submitted for each parent equipment item and shall clearly state which parent equipment it supports. Four hard as well as two soft copies of the complete spare parts data package for successful bidders manufactured items/ plant/ equipment as well as sub-suppliers bought out items shall be furnished to the purchaser at least 3 months before the commissioning of the unit.
27.0	SECURITY DEPOSIT Security deposit for this part of specification shall be governed by the provision of GCC, Volume-IA.
28.0	PERFORMANCE BOND Performance bond for this part of specification shall be governed by the provision of GCC,

	Volume-IA.
29.0	TAXES, DUTIES, ETC
29.1	EXCISE DUTY
29.1.1	Excise duty actually incurred by vendor on self-manufactured items against dispatch made from their factory / works constituting a sale under the order / contract, alone shall be reimbursed at actual against requisite documentary evidence limited to the quoted value under corresponding head in price schedule.
29.1.2	The invoice cum Excise Duty gate pass (Excise Invoice) should contain the name of ultimate consignee as specified in the order / contract.
29.1.3	No excise duty shall be payable by BHEL on inputs, bought out items, raw materials and components consigned directly to site from sources other than your factory / works.
29.1.4	Vendor has to consider the benefit of CENVAT in their quoted basic price.
29.1.5	If the vendor claims / obtains any refund of the excise duty paid and gets reimbursed, the same shall be refunded to the purchaser immediately.
29.1.6	Excise duty shall be paid at actual but limited to the amount shown in the order / contract under corresponding head.
29.2	CENTRAL SALES TAX
29.2.1	Central Sales tax shall be payable at actual, limited to the quoted value under corresponding head in price schedule, on submission of invoice, if the same is payable by the bidder to the respective Government Authorities meeting all statutory requirements and availing all exemption / concessions under the Central Sales Tax Act, 1956. Bidder shall show CST separately in the invoice for inter-state sales at prevailing rate. Bidder shall show CST separately in the invoice for inter-state sales at prevailing rate. The Supplier shall furnish along with dispatch documents the following certificates ;
29.2.2	CST/VAT on bought out items, paid / payable by bidder to the sub-vendors, shall be borne by the bidder and shall not be invoiced to / paid extra by BHEL.
29.2.3	BHEL proposes to make sale in transit as per Sec 6(2) (b) of the CST Act, 1956 where goods are moving inter-state. "C" Form shall be issued and exchanged against E-I/II Certificates based on quarterly transaction. The bidder is required to submit his request within 10 (ten) days from the end of the quarter in the specified format to the Construction Manager and Finance-In-charge, BHEL site. No concessional forms shall be issued for goods moving within the state.
29.2.4	In order to obtain the benefit of Transit Sale exemption U/S 6(2), following mode of documentation shall be followed :-
29.2.4.1	FOR SELF MANUFACTURED ITEMS OF VENDOR
	Vendor's LR/ RR/ GR/ CN must the bear the name of BHEL as `Consignee'. BHEL will endorse the following words on the back of dispatch documents, i.e. LR/ RR/ GR/ CN prior to the date of receipt of materials by BHEL at site, i.e. after movement commences and before it terminate. `Please deliver the goods to (State customer's name & address), (State customer's CST No—Will be 21762000157). Name of authorized signatory of BHEL's MM department: _____ Date: _____ Signature: _____
29.2.4.2	FOR BOUGHT-OUT ITEMS OF VENDOR :
	STEP-1
	Sub-vendors' LR / RR / GR / CN must the bear the name of vendor as `Consignee'. Vendor must endorse the following words on the back of dispatch documents, i.e. LR / RR / GR / CN prior to the date of receipt of materials by vendor, i.e. after movement commences and before it terminates. `Please deliver the goods to (State BHEL's site's name & address), (State BHEL's CST No 19200936213)'. Name of your authorized signatory : _____ Date: _____ Signature: _____

STEP-2

BHEL must endorse the following words on the back of dispatch documents, i.e. LR / RR / GR / CN prior to the date of receipt of materials by BHEL at site, i.e. after movement commences and before it terminates.

“Please deliver the goods to (State customer's name & address), (State customer's CST No—Will be 21762000157)

Name of authorized signatory of BHEL's MM department: _____

Date: _____

Signature: _____

NOTE

Alternatively : The Vendor's carrier may take this Deliver Order Certificate from BHEL , Format is given below

Delivery Order

Date: _____

To

The _____ (Transporter)

----- (Supplier) have dispatched goods through you covered by our Purchase Order no _____, vide LR/ RR/ CN no _____, dated _____. These goods are to be delivered to ----- (customer) under customer contract no _____, dated _____.

We authorize you to deliver the said goods to ----- (Customer) or to their order.

Signature of BHEL's Authorised Person _____

Date _____, Time _____.

29.2.4.3

TAX INVOICE FORMAT FOR INTRA –STATE Purchase

CUSTOMER [INVOICED TO]	NAME	CONSIGNEE [SHIPPED TO]	NAME
BHARAT HEAVY ELECTRICALS LIMITED		BHARAT HEAVY ELECTRICALS LIMITED	
N.S.P.C.L- ROURKELA POWER PROJECT-III (1 X 250 M.W)		N.S.P.C.L- ROURKELA POWER PROJECT-III (1 X 250 M.W)	
DISTT : SUNDARGARH		DISTT : SUNDARGARH	
ROURKELA-769011		ROURKELA-769011	
ODISHA ,		ODISHA ,	
INDIA		INDIA	
033-23211496		033-23211496	
TIN NO: 21031301916		21031301916	
CST NO: TG-19200936213		19200936213	
PAN BASED STC NO: AAACB4146PST005		AAACB4146PST005	
Excise Range : Range Code-3		Range Code-3	
Division : II		II	
Commissioner ate : Kolkata		Kolkata	
PAN NO: : AAACB4146P		AAACB4146P	

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29.2.5	If documents are submitted through bank, issuance of “C” Form shall not be insisted upon at the time of retirement of document(s).
29.2.6	BHEL, PSER is registered with the Sales Tax authority in the state under the Central Sales Tax Act.19200936213.
29.3	VALUE ADDED TAX
29.3.1	The bidder must be registered with the sales tax authority in the state for supply from the state. The bidder must produce copy of the Registration Certificate issued by the Sales Tax Authority. The bidder must issue “Tax Invoice” showing VAT charged separately in case of supply from the state.
29.3.2	Bidder has to consider the benefit of Input Credit of VAT in their offer.
29.3.3	VAT shall be payable extra at actual limited to the quoted value, on all items supplied from the state on submission of Invoice & as per tariff applicable, if the same is payable to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under the West Bengal Added Tax Act, 2003.The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late / non submission of “TAX INVOICE”, VAT shall not be paid at all. Any variation on VAT, if imposed subsequently by statutory authority, after due date of submission of latest price offer as per NIT & TCN, as applicable and within the contract period including extension, if any, (provided reason for extension is not attributable to vendor) shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL.
29.3.4	BHEL is registered with Sales Tax authority in the state under the Odisha Added Tax Act 2004 TIN 21031301916 .
29.3.5	C.S.T / VAT, Freight amount will be included for evaluation of bidder’s total price.
29.4	CUSTOMS DUTY
29.4.1	Total customs Duty under project imports is in the scope of Seller/ vendor. For consideration of quantum of total customs duty in the price, bidder shall consider concessional Basic Customs Duty at the rate of 5%.
29.4.2	Seller/ vendor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ vendor 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.
29.4.3	Necessary documents/ papers (from BHEL and customer) will be handed over to vendor at appropriate juncture to avail concession of Customs Duty. However, in case BHEL is not in a position to issue requisite documents/ papers, differential Custom Duty will be reimbursed on submission of original documents. Seller/ vendor to apply for the documents/ papers well in advance.
29.5	Original Excise Invoice must be in the name of project: Customer Name and address (as to be informed later on), A/C BHEL for self-manufactured items.
29.5.1	Original Excise Invoice must be in the name of project: Customer Name and address (as to be informed later on), A/C Vendor, A/C BHEL for bought out items.
29.6	DIRECT TAX
29.6.1	Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order/ contract, as well as tax liability of the seller/ vendor and his personnel.
29.6.2	It is the sole responsibility of the vendor to ensure timely claim to the DGFT authority for getting necessary rebate as mentioned above. In case of any delay in submission of claim to the appropriate authority by vendor, BHEL will not be held responsible in this regard.
29.7	WAYBILL
29.7.1	BHEL will arrange the waybill.
29.8	ENTRY TAX
29.8.1	Entry Tax if leviable, Bidder will have no responsibility towards discharge of the same.
29.9	All taxes & duties shall be paid, as applicable, limited to amounts indicated in the break up prices as indicated above. Any additional taxes & duties paid but not indicated in price schedule, will not be reimbursed by BHEL.
29.10	Bidder is required to ensure that taxes, duties etc. as applicable, are properly calculated & paid and exemption and benefits, as applicable, are fully availed of. BHEL shall not be held responsible on account of any fault on your part in this regard.
29.11	Other than above, no taxes & duties are payable.
29.12	ED & CST shall be paid at actual but restricted to the amount indicated by the bidder in their offer under respective heads and as reflected in the order / contract. Any variation on ED & CST, if imposed subsequently by statutory authority, after due date of submission of latest

	price offer as per NIT & TCN, as applicable, and within the contract period including extension, if any, (provided reason for extension is not attributable to you) shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL.
29.13	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to the vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, you 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 against new Taxes, if any, proposed to be introduced at a later date.
30.0	COMPLETION PERIOD
	The successful bidder shall execute the job in such a manner that entire job gets completed within 10 (Ten) months from the date of LOI.
31.0	DELIVERY/ SUPPLY SCHEDULE
31.1	Upon receipt of order/ LOI from BHEL, successful bidder shall interact with BHEL/ PEM for kick-off meeting to discuss & firm up schedule of design/ engineering, manufacturing/ procurement, supply/ delivery of various items so as to complete the entire job within the stipulated completion period, matching with project schedule.
31.2	Based on the discussion of kick-off meeting or otherwise, master drawing/ document list (MDL) shall be drawn, which shall be subject to acceptance/ approval of BHEL.
31.3	Based on progress of design/ engineering, successful bidder shall progressively submit quantified billing break-up of entire scope. On acceptance of BHEL, approved billing schedule will be issued by BHEL.
31.4	Unless otherwise decided, broad schedule of supply for intermediate milestones/ activities shall be decided in kick-off meeting. Bidder shall note that departure from each milestone attracts penalty as per terms of tender.
31.5	On every month, the successful bidder shall submit to Construction Manager, BHEL MDL-wise plan vs actual status of design/ engineering, billing schedule-wise plan vs actual status of design/ engineering, manufacturing/ procurement, supply/ delivery of items, along with action plan to make-up delay, if any.
31.6	The project schedule might undergo revision/ modification periodically, for which the successful bidder may have to prepare/ modify schedule periodically in consultation with BHEL, so as to match with revised project milestones.
31.7	Deferment of above schedule is not acceptable. Successful bidder will adhere to schedule and augment resource to ensure completion as per schedule.
31.8	Progress reviews on entire activities will be held periodically as per direction of BHEL, at Kolkata/ site/ Noida. These meetings will be used as a forum for discussing all areas where progress needs to be expedited. The successful bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
32.0	EXTENSION OF TIME FOR COMPLETION
32.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the successful bidder shall request for an extension of the contract and BHEL at its discretion may extend the contract.
32.2	Based on the reviews jointly signed, the scope balance at the end of original contract period less the backlog attributable to the successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the successful bidder is bound to complete the portion of backlog attributable to the successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
32.3	However if any 'Time extension' is granted to the successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to the successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the successful bidder, in addition to any other actions BHEL may wish to take at the risk and cost of successful bidder.
32.4	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension'. Review of the programme and record of shortfall shall be done.
32.5	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time

	extensions attributable to successful bidder and recoverable from the dues payable to the successful bidder.
33.0	TERMS OF PAYMENT
33.1	The successful bidder shall submit their running bill (RA bill) once in a month, at the end of the month, as per approved billing schedule.
33.2	Along with every RA bill, the successful bidder shall submit item-wise plan (w.r.t. L2 Schedule) vs actual status of supply, as applicable.
33.3	Progressive payment shall be made by BHEL against successful bidder's RA bill, complete & correct in all respects accompanied by BHEL engineer's certified/ measurement sheet, jointly signed; requisite statutory certificates, certified by BHEL; within 60 days of submission of the bill.
33.4	Measurement will be taken as specified in terms & conditions of the contract and certified by the BHEL engineer of actual work.
33.5	Subject to any deduction which BHEL may be authorized to make under the contract, the successful bidder shall on the certification of BHEL engineer at site, be entitled to payment as per billing schedule.
33.6	However no extra payment shall be made in the event of deferment in payment.
33.7	All admissible recovery/ adjustment, etc. shall be made from interim payment.
34.0	BILLING BREAK-UP
34.1	Successful bidder shall submit detail billing schedule to BHEL for review & approval.
34.2	Progressive payment shall be made as per following billing break-up, in conjunction with terms of payment provision of the tender.
34.3	10 % (Ten percent) of basic price will be released on submission and approval of all basic design documents such as data sheets/ drawings, quality plans etc. as per tender specification.
34.4	80 % (Eighty percent) of basic price along with 100 % Freight, ED, CST, VAT, other taxes will be released after receipt of materials, its proper & safe storage, and physical verification at site on prorata basis as per approved billing schedule. Documents (required sets) required, as applicable, for such payment are as follows. Collection of MRC from the site and its submission for claiming the payment shall be successful bidder's responsibility.
34.4.1	Invoice/ excisable invoice in original.
34.4.2	LR/ RR (consignee copy).
34.4.3	Material Receipt Certificate (MRC)
34.4.4	Packing list.
34.4.5	BHEL/ customer material dispatch clearance certificate (MDCC) enclosing QS note, inspection, test certificate, & warranty certificate, wherever applicable.
34.4.6	Copy of letter, addressed to insurance company intimating dispatch.
34.5	5 % (Five percent) of basic price shall be released against entire supply completion.
34.6	5 % (Five percent) of basic price will be released against (i) Trial run of the system/ package; (ii) Successful completion of the load test/ PG test/ demonstration test of the system/ package, as applicable; (iii) Submission of final documents, eg. as-built drawings, O&M manual etc. In case all the activities are completed but there is delay in completion of load test/ PG test/ demonstration test of the system/ package, as applicable, for reasons not attributable to the successful bidder, this amount can be paid on submission of BG of equivalent amount, valid initially for 6 months & to be revalidated till completion of trial run or PG test/ demonstration test or handing over of the system/ package, whichever is earlier. However, successful bidder shall fulfill all formalities for final billing/ contract closing and certification of completion of all supplies prior to drawing this payment.
34.7	BHEL site, at discretion, may further split up the above percentages billing break-up and affect payment to suit the site condition, cash flow requirement, according to the progress.
34.8	The billing break-up is drawn for progressive payment and shall not be construed as the value/ price of corresponding item, unless otherwise decided by BHEL.
35.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
	Not applicable for this tender.
36.0	ESCALATION (PVC)
	Not applicable for this tender.
37.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
	Not applicable for this tender.
38.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
38.1	If the successful bidder fails to complete entire scope of work within completion period, as

	mentioned in the clause no. 29.1 of volume ID (SCC-Service) of the tender, for reasons attributable to them, BHEL shall have the right to recover, as liquidated damages (LD), a sum equivalent to 0.5% of contract price (supply part), including taxes, duties, etc. for delay of each week or part thereof. NOTE: SINCE, IT IS A TURNKEY PACKAGE; LD SHALL BE LEVIABLE ONLY IN CASE OF DELAY IN COMPLETION OF ENTIRE SCOPE OF WORK (MAIN SUPPLY & MAIN SERVICE EXCLUDING O&M). NO LD SHALL BE WITHHELD, IF THERE IS DELAY ONLY IN SUPPLY, BUT THE ENTIRE SCOPE OF WORK IS COMPLETED ON TIME AS PER VOLUME ID.
38.2	The liability for delay shall not in any case exceed 5 % (Five percent) of the contract price (Supply part), including taxes, duties, etc.
38.4	BHEL shall deduct aforesaid amounts from any money due or which may become due to the successful bidder and/ or recover from the bank guarantees/ security deposit of the successful bidder. To be entitled to impose such compensation/ penalty/ recovery, BHEL will not be required to prove that they have incurred such amount as actual damage.
38.5	BHEL reserve the right to complete the job through other resource on account of and at the risk & cost of successful bidder without notice to successful bidder of the work not so executed, without cancelling the order/ contract in respect of the work not yet due for completion.
38.6	BHEL reserve the right to cancel the order/ contract or a portion thereof for the work not so completed at the risk & cost of the successful bidder and the successful bidder shall be liable to BHEL for any excess costs thereof.
38.7	The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.
38.8	Where action is taken as per above, the successful bidder shall be liable for any loss, which BHEL may sustain on that account. The successful bidder shall not be entitled to any gain on such action and the manner & the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on the part of BHEL to serve a notice of such completion, through other resource, on successful bidder.
38.9	All other terms & conditions of GCC shall be applicable.
39.0	GUARANTEE / WARRANTY, AND LATENT DEFECT LIABILITY
39.1	GUARANTEE / WARRANTY
39.1.1	The successful bidder shall warrant that the equipment will be new and in accordance with the contract documents and free from defects arising due to deficiencies in design and engineering and from defects in material and workmanship for a period of twelve (12) calendar months commencing immediately upon the satisfactory completion of trial operations and handing over. The equipment shall operate satisfactorily and reliably and the performance and efficiency of the equipment (s) shall not be less than the respective guaranteed values.
39.1.2	The successful bidder shall be liable to repair or replace/ upgrade with specific consent of owner, any defective parts that may develop in the plant of their own manufacture or those their sub-suppliers under the conditions provided for by the contract and under proper use and arising solely from faulty design, materials and/ or workmanship. Any defect removal at site by repair/ up-gradation of the installed equipment/ component/ material will be permitted by the owner only when such repair/ up-gradation in the meantime, is not detrimental to commercial use of the plant. All replaced defective parts shall be returned to the successful bidder unless otherwise arranged. No repairs or replacement shall normally be carried out by the engineer when the plant is under the supervision of the successful bidder's supervisory engineers.
39.1.3	The successful bidder's obligations against the above clause shall be limited to repairing or replacing with all incidental charges from site to the successful bidder's work and/ or their sub-supplier's works and back to site. In case of defective parts not repairable at site but, essential in the meantime for the commercial operation of the equipment, the successful bidder and the purchaser/ owner shall mutually agree to a program of replacement or renewal which will minimize to the maximum extent interruption in the operation of the equipment.
39.1.4	The acceptance of the equipment by the engineer shall in no way relieve the successful bidder of their obligation under this clause.
39.1.5	In the event of any emergency where, in the judgment of the engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the engineer or a third party chosen by the engineer without advance notice to the successful bidder and the cost of such work shall be paid by the successful bidder. In the event such action is taken by the engineer, the successful bidder will be notified promptly and he shall assist wherever

	possible in making necessary corrections. This shall not relieve the successful bidder's liability under the terms & conditions of the contract.
39.1.6	If it becomes necessary for the successful bidder to replace or renew any defective portions of the plant, the provision of this clause shall apply to portion of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period as specified in clause whichever may be later. If any defects are not remedied within 30 days, the engineer may proceed to do the work at the successful bidder's risk & cost, but without prejudice to any other rights which BHEL may have against the successful bidder in respect of such defects.
39.1.7	If the replacement or renewals are of such character as may affect the efficiency of the plant, the purchaser/ owner shall have the right to give to the successful bidder within one month of such replacement or renewal, notice in writing that 'acceptance tests on completion' be made, in which case such tests shall be carried out as per approved QAP/ BHEL guidelines.
39.1.8	The repaired or new parts will be furnished & erected free of cost by the successful bidder. If any repair is carried out on their behalf at the site, the successful bidder shall bear the cost of such repairs.
39.1.9	The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by the successful bidder shall be borne by the successful bidder.
39.1.10	In respect of goods supplied by sub-successful bidders to the successful bidder where a longer guarantee (more than 12 months) is provided by such sub-vendor, the owner shall be entitled to the benefit of such longer guarantee.
39.2	LATENT DEFECT LIABILITY
39.2.1	At the end of the warranty/guarantee period, the successful bidder's liability ceases except for the latent defects. The liability under latent defects warranty for the scope of work, including spares (if any), shall be limited to a period of five (5) years from the end of warranty/guarantee period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency.
39.3	Other provision shall be as per the GCC.
40.0	CONTRACT RATE/ PRICE
40.1	Bidder shall quote their price as per the format of Volume-III, price schedule (Latest revision) only.
40.2	While, total price will be considered for evaluation, as per provision of tender, separate orders will be placed as per price schedule.
41.0	EXCLUSION
41.1	Supply of Various Electrical and C&I items as detailed in Section C3 of technical specifications. However, any other item not contemplated as BHEL supply in Section C3 of technical specifications will have to be supplied by the successful bidder within the quoted rates.
41.0	OTHER TERMS
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC & other volumes of this tender, as applicable.

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ANNEXURE-I
LIST OF MANUFACTURERS FOR GRP PIPELINE

The successful bidder shall arrange to supply and install GRP pipeline from any of the below mentioned manufacturers:

- a) M/s Graphite India, Nasik (Approved upto 1000 DN)
- b) M/s Shriram SEPL, Chennai (Approved upto 1100 DN),
- c) M/s EPP Composites Pvt. Ltd. (Approved upto 900 DN),
- d) Any other NTPC/NSPCL approved vendor.

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Design, Engineering, Manufacturing, Supply, Erection, Testing, Commissioning, etc. of Raw water intake system including Cross Country GRP Pipeline for 1x250 MW unit at PP-II Expansion, NSPCL, Rourkela, Odisha.	
Ref	1.0	Tender no PSER:SCT:RKL-M1828:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:RKL-M1828:5666, Dated 27-04-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:RKL-M1828:TCN-01, Dated 16-05-2017.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:RKL-M1828:TCN-02, Dated 23-05-2017.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:RKL-M1828:TCN-03, Dated 03-06-2017.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:RKL-M1828:TCN-04, Dated 13-06-2017.
	7.0	BHEL's TCN-05, vide reference no PSER:SCT:RKL-M1828:TCN-05, Dated 17-06-2017.
	8.0	BHEL's TCN-06, vide reference no PSER:SCT:RKL-M1828:TCN-06, Dated 19-06-2017.
	9.0	BHEL's TCN-07, vide reference no PSER:SCT:RKL-M1828:TCN-07, Dated 21-06-2017.
	10.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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