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பாரத் ஹெவ்வி இலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Government of India Enterprise)
Tiruchirappalli – 620 014

WORKS CONTRACTS MANAGEMENT

Phone: 0431 – 257 1573, 4564; E-mail: prasath@bhel.in, dineshwar@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER [NIC portal (eprocurebhel.co.in)]

Dear Sir/ Ma'am,

Ref : **Tender No. 9472400097 dt. 14-11-2024**

Subject : Two Part **e-Tender** inviting techno-commercial and price bids for **Shot Blasting & Painting of 12 Nos. Ceiling Girders as per BHEL / Customer approved Painting Scheme inside BHEL Trichy premises for a period of Three Months**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through NIC portal (eprocurebhel.co.in) only.

1.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid.
2.	Location of work	BHEL Trichy complex.
3.	Period of contract	Three Months from the commencement of work as per WO.
4.	Last date/ time for receipt of tender	15.00 Hrs on dt. 19-11-2024
5.	Date/ time of opening of Techno-commercial bids	15.30 Hrs on dt. 19-11-2024 Change in opening date, if any, will be intimated later.
6.	CRITERIA FOR AWARD OF WORK	Package-wise L1 (lowest bidder) In case of more than one L1 bidders, BHEL will get fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted shall be lower than their previous L1 rates. <u>If no bidders are reducing their quoted rates / further reduction is not possible.</u> Ranking will be selected by Draw of Lot method / MS Excel Random Number Selection Method.
7.	Bid Method	Two Part Bid
8.	EMD amount	NIL
9.	Working Area Contact details	Mr. Balu Sudhakaran / Sr Manager/ O P & C balusudha@bhel.in / 0431 257 4293 Vendors may visit the work area prior to submission of offer to understand the details of scope of work.

Place / स्थान:
Date / दिनांक:

WCM Dept. / 3rd Floor, 24 Bldg. / BHEL, Trichy-14
Regd. Office: BHEL HOUSE, Siri Fort, New Delhi – 110 049

Signature of Authorized Signatory
with seal & full address

Buyer Added Bid Specific Additional Terms & Conditions (ATC)**PRE QUALIFICATION CRITERIA:****1.1 TECHNICAL:**

1.1.1 Bidder must be a registered vendors under BHEL/Trichy Outsourcing Department for **BLASTING AND PAINTING** of Boiler General Structures ", Offers from other bidders will not be considered.

1.1.2 Tender document (all pages) & Duly filled Checklist (Annexure-1) to be Signed & seal by bidder's Authorized signatory along with annexures.

1.1.3 No deviation certificate on bidder's Letter head

1.1.4 Local Content Self Declaration on bidder's Letter head

1.1.5 valid **UDYAM Registration Certificate**, MSE suppliers can avail the intended benefits only if they submit UDYAM Registration Certificate along with the offer.

Explanatory Notes for the POR:

- i. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.
- ii. Price Bids of only those bidders shall be opened who stand qualified after Technical Evaluation.

2.1. SCOPE OF WORK

- 2.1.1 Shot Blasting to meet SA 2 ½ standards (Near white metal) with surface profile 35-50 microns (as per painting scheme). The operation shall be carried out by qualified operators.
- 2.1.2 Painting shall be done as per the PGMA requirement given in the painting scheme using Airless Spray method inside BHEL premises.
- 2.1.3 Stencilling of Work order DU in the finished Job.

2.2 Bill OF QUANTITY

Sl No	Description of services	UOM (A)	Quantity (B)
1	Shot Blasting & Painting of 12 Nos of Ceiling Girders as per BHEL / Customer approved Painting Scheme inside BHEL Trichy premises.	SQM (Square Meters)	4546

2.3. SCOPE OF BHEL

- 2.3.1 Jobs will be provided by BHEL.
- 2.3.2 Electrical power will be provided by BHEL as per requirement.
- 2.3.3 Identified workable area will be provided by BHEL.
- 2.3.4 Movement of jobs from Various Production Shops to Identified Blasting & Painting Area and movement of painted jobs to Logistics/site.
- 2.3.5 Loading, unloading, and handling of painted and non-painted jobs within the identified workable area will fall under BHEL's scope.

24. SCOPE OF VENDOR

- 2.4.1 Vendor has to bring blasting consumables for blast cleaning, required paints from Customer approved sources as per Annexure-I, compressor to meet blasting requirement, airless guns, hoses etc. required for shot blasting & painting.
 - Shot Blasting to meet SA 2 ½ standards (Near white metal) with surface profile 35-50 microns (as per painting scheme). The operation shall be carried out by qualified operators.
 - Painting shall be done as per the PGMA requirement given in the painting scheme using Airless Spray method inside BHEL premises.
 - Stencilling of Work order DU in the finished Job.

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- 2.4.2 Necessary safety and personnel protective equipment should be arranged by vendor.
- 2.4.3 Vendor has to engage skilled & experienced manpower for blast cleaning and painting of jobs provided by BHEL.
- 2.4.4 Vendor has to mobilize resources immediately after contract placement to meet-out BHEL requirement.

2.5. SHOT BLASTING

- 2.5.1 Carry out Shot Blasting to meet SA 2 ½ standards (as per painting scheme). The operation shall be carried out by qualified operators.
- 2.5.2 Surface roughness average value shall be 35-50 microns for blast cleaned surface.
- 2.5.3 The blast-cleaned components shall be offered to QC/BHEL for inspection and clearance.

2.6. PAINTING:

- 2.6.1 Painting shall be done as per the PGMA requirement given in the painting scheme using Airless Spray method.
- 2.6.2 Primer paint shall be applied immediately or within 4 hours in the case of blast cleaning.
- 2.6.3 Vendor should use paint within its the expiry date as mentioned by the manufacturer. If any quality issue of paint arises the sample paint will be tested in BHEL/Plant Lab for usability.
- 2.6.4 Before starting spray-painting process, the operator has to ensure the type of paint to be coated for primer, intermediate and finish paint, and also ensure the Dry Film Thickness (DFT) required.
- 2.6.5 In case of two packs system, proper ratio of mixing as given by the paint supplier is to be followed and the same is to be consumed before the expiry of its pot life.
- 2.6.6 The operator shall ensure the number of coats, shade, Dry Film Thickness (DFT) and inter coat curing time interval as specified in the painting scheme.
- 2.6.7 In case the measured DFT of coating surface is not adequate in some locations, they shall be roughened by manual cleaning (emery paper, wire brushing etc.) then touch up painting shall be done preferably by spray to the required DFT as specified. Peel off test shall be done.
- 2.6.8 After completion of each coat of painting, Offer to QC/BHEL for inspection and for further proceeding of the job
- 2.6.9 Rate Schedules as below:

PAINTING SCHEME PRODUCT Total Surface Area (SQM)
INORGANIC ETHYL ZINC SILICATE PRIMER TO IS14946 (1COAT-75 MICRON) + EPOXY BASED MIO
PIGMENTED INTERMEDIATE COAT IS16943 (1 COAT -100 Micron)+ HB GLOSS ALIPHATIC ACRYLIC
POLYURETHANE PAINT (1 COAT -50 MICRON)Total DFT = 225 Microns.
Blast Cleaning to near White Metal
SA 2.5(Surface Profile 35-50 microns)

2.7. IDENTIFICATION OF PRODUCTS

- 2.7.1 All the DUs which are to painted shall be either punched/painted/stencilled with Work Order No., D.U. details etc. by BHEL.
- 2.7.2 Sub-contractor shall ensure that before starting of blast cleaning, above mentioned details are available on the items.
- 2.7.3 Before blasting, sub-contractor shall note down these details separately as the same details shall be re-produced after finishing of painting process. Product identification with Work Order No., D.U. details etc. are to be carried out with letter brush and paint as per painting scheme. Wherever specified, Stencilling of Product identification with Work Order No. and D.U. details etc. are to be carried out as per painting scheme. Stencils are to be prepared by the Vendor. Before preparation of the stencils, soft copy format shall be shown to BHEL for approval.

2.8. GENERAL INSTRUCTIONS

- 2.8.1 The vendor should quote rate per SQM for executing quantum mentioned.
- 2.8.2 Period of contract will be Three Months.
- 2.8.3 One supervisor/shift to be present throughout till completion of job for all necessary coordination.
- 2.8.4 The contractor shall deploy adequate manpower to meet the shop requirement and agreeable to work #A#,#B#,#C#,#G# and #N# shifts as per the BHEL requirement. However, the vendor shall work on extended hours# /night shifts/Holidays with prior permission from BHEL.
- 2.8.5 Vendor has to complete Shot-blasting & painting of each Ceiling Girder within a time period of 10 days from the date of advance notice/intimation by BHEL
- 2.8.6 Movement of finished goods from Shop to painting location will be done by BHEL.
- 2.8.7 After completion of painting, jobs will be moved back to respective area by BHEL.
- 2.8.8 The contractor shall ensure discipline inside factory premises and maintain safety work culture of their workmen during execution of work.
- 2.8.9 Attendance register should be maintained by the contractor.
- 2.8.10 The contractor shall follow and comply with minimum wages along with ESI, PF, Bonus, group insurance and other statutory regulations as stipulated in Factories act and other applicable State/ Central government's rules and regulations.

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- 2.8.11 Any damage to BHEL property by the contractor inside factory premises during execution of work will be chargeable at the cost of contractor.
- 2.8.12 Vendor can visit BHEL for any clarification regarding shot blasting and painting.

3.1 **Tender Price:**

- a. Unless explicitly stated in the tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.
- b. While quoting the "service charge", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, insurance-premium overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by bidder as per tender document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Tamilnadu. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc and then submit the price accordingly

3.2 **Applicable Contractual Variations**

Within the validity or any extension of contract thereof, "quoted rate" shall remain Firm (in terms of value) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the contract value will vary depending on the followings:

- a. Rates of basic plus VDA (subsequent to floating of this tender), as & when notified by Govt. of Tamilnadu will be applicable in the contract and accordingly the monthly bills of the contractor will get amended against the documentary evidence.
- b. Rates of EPF / EPS / EDLI / ESI / Min. monthly bonus etc. (subsequent to floating of this tender), as & when notified by governing statutory authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

3.3 **Evaluation criteria: Splitting of contract is not applicable to this work, hence, package wise L1 will be decided and contract will be awarded for the full / complete work.**

3.4 **Payment Terms**

Payment will be made on monthly basis after completion of work and certification of bills by respective area Executive in charge:- (i) 90 days from Service Entry sheet for Non MSME Vendors, (ii) 60 days from Service Entry sheet for Medium vendors & (iii) 45 days from Service Entry sheet for MSE vendors

However, GST amount shall be reimbursed in line with compliance to Cl. No. 4 (Taxes & Duties) above.

No Interest payable to Contractor & No interest shall be payable on the security deposit or any other money due to the contractor.

3.5 **Liquidated Damages (LD) / Penalty**

- 3.5.1 If the tenderer fails to provide services within the initial mobilization period (3 days) specified in the tender and work order, or at any time repudiates the contract, BHEL, without prejudice to any other rights or remedies available under the contract, may, at its discretion, recover from the contractor liquidated damages (not as a penalty) of 0.5% of the contract value per week or part thereof for delay in execution of the work. If the contract work has not commenced within 10 days, it will be considered a 'Breach of Contract,' and action will be taken as per the Tender GCC.
- 3.5.2 BHEL will provide the vendor with **3 Days' advance notice for each Ceiling Girder** to mobilize manpower and resources. The vendor is required to complete the blasting and painting work, including obtaining final Quality Control (QC) clearance from BHEL, for each Ceiling Girder **within 10 days from the date of advance notice/** intimation by BHEL. Failing which, Penalty @ 0.5 % of total order value per day of delay in execution of work as per scope of work or part thereof subject to maximum of 10 % of total order value. In case of any amendment / revision, LD shall be linked to amended / revised PO value.

3.6 **TECHNICAL TERMS & CONDITIONS**

- i. The shift timing may be as per BHEL requirement.
- ii. The log-book for day-to-day work executed should be maintained by the contractor and the signature should be obtained from the area in-charge/authorized executive of BHEL daily. The user agency will certify the utilization as per the contract condition to enable bill section to forward the bill for payment to accounts department after

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verification. Taxes, duties, penalty if any will be recovered from the bills at sources and as well as ESI, PF, Bonus if the same are not paid.

- iii. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the transport contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- iv. The contractor is directly responsible for injuries/ death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the material arising out of accident during performing the contractual obligations.
- v. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/ installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.

4. TAXES & DUTIES:

4.1 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.

4.2 GST (Goods and Services Tax)

4.2.1 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.

4.2.2 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.

4.2.3 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.

4.2.4 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.

4.2.5 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.

4.2.6 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.

4.2.7 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.

4.2.8 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/ purchase order/ work order.

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- 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.

4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.

4.2.10 TDS as applicable under GST law shall be deducted from contractor's bill.

4.2.11 Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

4.2.12 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.

4.2.13 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 Contractor's due payment.

4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contractor.

4.2.15 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.

4.2.16 Variation in Taxes & Duties:

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 contractor 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.

4.3 Income Tax:

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

5.SUBMISSION OF BILLS BY CONTRACTOR:

Bills should be submitted within a week after execution of work during the calendar month/ quarter. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month/ quarter supported by the requisitions issued from time to time. The Contractor shall, once in every quarter, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

Place / स्थान:
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- i. Deviation from the items provided in the contract documents.
- ii. Extra items / new items of work.
- iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- iv. Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
 - v. Copy of PAN card.
 - vi. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
 - vii. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
 - viii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

6. BANK DETAILS FOR EMD & SERCUITY DEPOSIT SUBMISSION:

For Electronic Fund Transfer the details are as below:

- a) Name of the Beneficiary: BHEL, Trichy
- b) Bank Particulars (Details of Respectively executing region):
 - Name of the Company – BHEL, Trichy
 - Name of the bank - STATE BANK OF INDIA
 - Bank branch - HEAVY ELECTRICALS, KAILASAPURAM
 - City –Tiruchirappalli Branch code - 01363
 - Account Number – 10891588977 Account type – CC
 - IFSC code - SBIN0001363
 - MICR code – 620002004

7. MICRO AND SMALL ENTERPRISES (MSE):

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno- commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer copy of Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in eprocurement portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

MSE bidders if not opted for MSE Purchase preference in NIC Portal will be consider as NON MSE bidder only. It is the responsibility of the bidder to ensure MSE purchase preference while submitting their bid.

8. PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIC/GeM Bid, the same shall be applicable even if issued after issue of this NIC/ GeM Bid, but before opening of Part-II bids against this NIC/ GeM Bid.

8.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.



9. Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b. Technical Bid
- c. Technical Conditions of Contract (TCC)
- d. Buyer Added Bid Specific ATC
- e. GTC (General terms and Conditions)

10. Enclosure:

Annexure-1: Check List.

Annexure-2: Offer forwarding letter / tender submission letter

Annexure-3: No Deviation Certificate

Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings

Annexure-5: Declaration by Authorized Signatory

Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents

Annexure-7: Non-Disclosure Certificate

Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL

Annexure- 12: Declaration reg. minimum local content in line with revised public procurement

Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Annexure-14: Bank Account Details for E-Payment

Annexure-15: Power of Attorney for submission of tender.

Annexure-16: Proforma of Bank Guarantee for Earnest Money.

Annexure-17: Proforma of Bank Guarantee for Performance Security.

Annexure-18: List of Consortium Bank.



Tender No.: 9472400097

dt. 14-11-2024

ANNEXURE- 1**CHECK LIST**

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
D	EMD DETAILS		
E	DESCRIPTION	APPLICABILITY (BY)	ENCLOSED BY
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable/ Not Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable/ Not Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable/ Not Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable/ Not Applicable	YES / NO
v.	Submission of MSE certificate (Udyam certificate) as specified in Tender	Applicable/ Not Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable/ Not Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable/ Not Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable/ Not Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable/ Not Applicable	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable/ Not Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure – 7	Applicable/ Not Applicable	YES / NO

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

xii.	Submission of Integrity Pact as specified in Tender as per Annexure	Applicable/ Not	YES / NO
xiii.	Declaration confirming knowledge about Site Conditions as per Annexure – 9	Applicable/ Not Applicable	YES / NO
xiv.	Declaration reg. Related Firms & their areas of Activities as per Annexure – 10	Applicable/ Not Applicable	YES / NO
xv.	Declaration for relation in BHEL as per Annexure – 11	Applicable/ Not	YES / NO
xvi.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable/ Not	YES / NO
xvii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable/ Not	YES / NO
xviii.	Bank Account Details for E-Payment as per Annexure – 14	Applicable/ Not	YES / NO
xix.	Power of Attorney for submission of tender as per Annexure – 15	Applicable/ Not	YES / NO
xx.	Proforma of Bank Guarantee for Earnest Money as per Annexure	Applicable/ Not	YES / NO

NOTE: Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

DATE:

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address



ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender No:

Having examined the tender documents against your Tender Bid No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the scope of work and delivery schedule given in NIT.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name:

Address:

Place:

Date:



ANNEXURE- 3

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Tender No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIC Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

Date:
Place:



ANNEXURE- 4

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Tender Specification No:

I/We,

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED
SIGNATORY (With Name, Designation and
Company seal)**

Place:

Date:



ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: 1) Tender Specification No:

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney



DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref: 1) Tender No. & Date:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of
Authorized
Signatory of the Bidder)**

Date:



ANNEXURE- 7

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL **Trichy** is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s
..... who are
submitting offer for providing services to BHEL Trichy against Tender
No..... hereby undertake to comply with the following
in line with Information Security Policy of **BHEL**.

- ☐ To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- ☐ The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL **Trichy**.

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:



DECLARATION

Date: _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: **Details of related firms and their area of activities**

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____



ANNEXURE – 11

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (✓) anyone as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

(Signature, Date & Seal of
Authorized
Signatory of the
Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

ANNEXURE – 12**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE
WITH****REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE,
2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) Tender Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



ANNEXURE - 13

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR
2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) Tedner Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)*).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.



ANNEXURE – 14

**BANK ACCOUNT DETAILS FOR E-
PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit M ICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same



ANNEXURE - 15

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. _____, whose signature given below herewith to be true and lawful Attorney of M/s. _____ hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with _____ vide Tender No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**ANNEXURE – 16****PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by⁴(name of the Employer) through its Unit at(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.

.....⁵ (in words Rupees.....) without any reservation,

protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.



This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶
and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁵
- b. This Guarantee shall be valid up to⁶
- c. Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**



b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same

ANNEXURE - 17**BANK GUARANTEE FOR PERFORMANCE SECURITY**

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _ .

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.



The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign



Tender No.: 9472400097

dt. 14-11-2024

Vendors-

a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the**

Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE – 18**LIST OF CONSORTIUM
BANK**

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited

ANNEXURE - 19

E-PAYMENTS

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL- Tiruchirappalli through SBI e-collect.
- Vendors (SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with any other information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.



ANNEXURE-20

**Format of Letter Confirming the Lien on Fixed Deposit Receipt
(On the Letter Head of Bank)**

Reference No.....

Date :

To

M/s Bharat Heavy Electricals Limited,
Finance Department ,24 building,
TRICHY-620014.

Dear Sir /Madam,

We refer to the fixed deposit receipt (FDR) bearing no. _____ dated _____ for
Rs. _____ issued in the name of Bharath Heavy Electricals Ltd. (BHEL) Trichy-14. Account of ____ (Name of the vendor)

We hereby agree and confirm that,

1. There is no lock in period for encashment of the said FDR.
2. The amount under the said FDR would be paid to you on demand, at any point of time before, or upon maturity, without any reference to the _____ (name of the vendor).
3. Encashment whether premature or otherwise would not require any clearance from any other authority / person.
4. We agree that on encashment of FDR, the interest accrued will also be released to you.
5. We agree that the FDR will be auto renewed for such period/s initially mentioned in the FDR and the intimation of such renewal shall be sent to BHEL, Trichy-14 and(the name of the vendor) immediately after the renewal.
6. FDR will not be closed, encashed, changed or Discharged without the written permission / confirmation from M/s. BHEL, Trichy.
7. We acknowledge and agree that the Lien created on the FDR shall be in force until BHEL,Trichy gives us a Discharge Letter in this regard.

Yours faithfully,

Authorised Signatory
(Bank Stamp/Seal)

This letter to be typed on Bank's letter head,
Bank email id:
Mobile no:

Landline no:
Address for communication:

Place / स्थान:
Date / दिनांक

Signature of Authorized Signatory



General Conditions of Contract (GCC)

**BHARAT HEAVY ELECTRICALS LIMITED
WORKS CONTRACTS MANAGEMENT
TIRUCHIRAPPALLI – 620014**

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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **For this tender, bidders shall use electronic Signature viz Digital Signature Certificate or with Authorised signatory sign & seal while uploading the tender documents on the GeM portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders shall be submitted through GeM portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in GeM website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may mark their presence online through provisions available in GeM portal.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through GeM about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of **debarred firms** is available on BHEL web site www.bhel.com. (Refer clause 28.0 of NIT).
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

**1.4. EVALUATION OF BIDS**

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
 - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
 - b. However, if the same is on account of subletting part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by private organizations (sub-agency) based on 'Work Order' and 'Experience Certificates' from a non-BHEL organization (main agency), then it shall be the responsibility of sub-agency to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail / message or through letter/e-mail.
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender.

1.5. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
- ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
- iii) **IN CASE OF INDIVIDUAL TENDERER:**
His / her full name, address, PAN and place & nature of business.
- iv) **IN CASE OF PARTNERSHIP FIRM:**
The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- v) **IN CASE OF COMPANIES:**
 - a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
 - b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.6. AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.

**1.7. EARNEST MONEY DEPOSIT**

- 1.7.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
- EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
 - The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:
 - Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - Electronic Fund Transfer credited in BHEL account (before tender opening).
 - Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
 - Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.
 - Insurance Surety Bonds
 - In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
 - No other form of EMD remittance shall be acceptable to BHEL.
 - Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through GeM Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.
- 1.7.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:
- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. OR
 - The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LIO/LOA/Contract.
EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" of BHEL and forfeited/ released based on the action as determined under these guidelines.
- 1.7.3 EMD shall not carry any interest.
- 1.7.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- 1.7.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of the Security Deposit.
- 1.7.6 Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from payment of EMD.

1.8. SECURITY DEPOSIT

- 1.8.1 Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 1.8.2 The security Deposit should be furnished before start of the work by the contractor.
- 1.8.3 The required Security Deposit may be accepted in the following forms.
- Cash (as permissible under the extant Income Tax Act).
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - Insurance Surety Bonds.

Note:

- BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address



- ii. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill

1.8.4 The Security Deposit shall not carry any interest.

1.8.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
- iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

1.8.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.

1.8.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and damages in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

1.8.8 There is no exemption of Performance security deposit submission for MSE / Start-Ups Vendors.

1.9 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

1.10 BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be submitted to contracting Department.

1.11 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS from latest due date of offer submission (including extension, if any)**. In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.12 REJECTION OF TENDER AND OTHER CONDITIONS

1.12.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT.
- c. To award the work in part if specified in NIT.

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address



- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.12.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 1.12.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with the 'NIT'. The decision of BHEL will be final in this regard.
- 1.12.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.12.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.12.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.12.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.12.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.12.9 The successful tenderer (Contractor) should not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.12.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.
- 1.12.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.12.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.13 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

Further, the new entity has to give undertaking in writing that they will honor all the earlier commitments in respect of the subject contract.

CHAPTER-2

2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i. BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its CPC (Central Procurement Cell) - PSHQ (inviting tenders) or its Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii. "EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii. "COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- iv. "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions.
- v. "SITE" shall mean the places or place at which the plants/ equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi. "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii. "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- ix. "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- x. "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi. "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii. "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii. "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- xiv. "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- xv. "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xvi. "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.



- xvii. "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
- xviii. "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xix. "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx. "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
- xxii. "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiii. "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv. "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv. 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- xxvi. 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
- xxvii. "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxviii. "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- xxix. "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
- xxx. "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- xxxi. "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at **Tiruchirappalli** shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

2.3 ISSUE OF NOTICE

2.3.1 Service of notice on Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by **Email/ Registered Post/Speed Post to or leaving the same at** the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.3.2 Service of notice on BHEL

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

**2.4 USE OF LAND**

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.5 COMMENCEMENT OF WORK

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give "No Claim" Certificate. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents, with an additional recording of the dispute, if any and shall sign with the following declaration:

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order* except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). -

a)..... b).....

c)

It is agreed that the authorized signatory of Contractor shall necessarily record his claims/ dispute in Form WAM 7 only and any claim(s)/ dispute in any other form/ letter shall not be taken cognizance of by BHEL

and admissible before any forum. BHEL shall make the payment of undisputed amount within the stipulated time without any unreasonable delay.

All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

2.7.2 Breach of Contract, Remedies and Termination

2.7.2.1 BHEL shall notify the contractor by way of 14 days notice to rectify/improve the breaches mentioned herein within the time prescribed in the said notice. If the contractor fails to rectify/improve the breaches with the stipulated time period, then terms of the contract shall be considered to have been breached. In that Case BHEL shall have the right to terminate the contract in any of the following breaches: ,

- i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv). Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL in writing.
- v). Strike or Lockout declared is not settled within a period of one month.
- vi). Termination of Contract on account of any other reason (s) attributable to Contractor. vii).

Assignment, transfer, subletting of Contract without BHEL's written permission.

- viii). Non-compliance to any contractual condition or any other default attributable to Contractor.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract= X
- iii). Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2 Remedies in case of Breach of Contract is established

In case of breach of contract is committed under Clause 2.7.2.1, amount equivalent to 10% of contract value shall be recovered in case of termination of contract by BHEL due to breach of contract by the contractor. This amount shall be recovered from security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than

10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued.

In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. Sequence of recovery to be made in case of breach of contract is as below:

- (a) In case, the value of Security Deposit & Retention Amount, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor against the same contract etc.
- (b) Demand notice of 30 days for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- (c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be pursued for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery after serving a prior notice to the contractor intimating him about the amount to be recovered from this contract.
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor after serving a prior notice to the contractor intimating him about the amount to be recovered from this contract.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

Note:

1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.

2) If tendering is done for the balance work, the defaulted contractor shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work. Defaulted Contractor will include:

(a) In case defaulted contractor is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

2.7.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations in the following manner:

- a) Recovery will include overhead of 5% for repeat instances of similar default;
- b) With interest as mentioned elsewhere in the GCC for the amount for which recovery is not possible through the unpaid RA Bill available with BHEL.

- 2.7.6** While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- 2.7.7** BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:
- suspension of work(s) at a Project either by BHEL or Customer, or
 - where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

- 2.7.8** In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:
- The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
 - There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
 - The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

2.7.9 LIQUIDATED DAMAGES

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) Contractor alone, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out. 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 solely attributable to contractor and recoverable from the dues payable to the contractor.

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of time extension granted solely attributable to contractor at the end of the contract. Contract Value for this purpose, shall be the final executed value. Before deducting LD, the contractor shall be intimated about deduction of LD and reasons thereof through mail.

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

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

- 2.8.1** As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2** The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 2.8.3** The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
- 2.8.4** The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form-V or as applicable) issued by the Principal Employer/Customer.
- 2.8.5** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 2.8.6** While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.
- 2.8.7** Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8** The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.11** All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.
- 2.8.12** The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
- 2.8.13** In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
- 2.8.14** Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15** The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16** All safety rules and codes applied by the Customer t/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.

- 2.8.17** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for the purpose of maintaining the records for compliance, Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.
- 2.8.18** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 2.8.19** Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.
- 2.8.20** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Customer whichever is earlier.
- 2.8.21** The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.8.22** The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 2.8.23** The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.24** The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall recover the loss from the contractor.
- 2.8.25** For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - c) Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
- 2.8.26** Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

2.9 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE

Place / स्थान:
Date / दिनांक:

Signature of Authorized Signatory
with seal & full address

**EVALUATION**

- 2.9.1** A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme.

Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.

Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.

Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month.

BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.

Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)

Provided, this requirement is reflected in the rolling quarterly plan two months in advance.

If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1.

The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.

- 2.9.2** Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.
- 2.9.3** The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL
- 2.9.4** Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

2.10 TIME OF COMPLETION

- 2.10.1** The time schedule shall be as prescribed in the LOA/Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified/notified in writing by BHEL Engineers.
- 2.10.2** Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11.

2.11 EXTENSION OF TIME FOR COMPLETION

- 2.11.1** If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- 2.11.2** Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.



- 2.11.3** However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under Clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.
- 2.11.4** Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.

2.12 INSURANCE

- 2.12.1** BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
- 2.12.2** It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.12.3** If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.12.4** The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

2.13 STRIKES & LOCKOUT

- 2.13.1** The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.
- 2.13.2** For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.14 FORCE MAJEURE

- 2.14.1** "Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to
- Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to climate data available or published in the country for the geographical location of the site.
 - War, hostilities (whether war be declared or not), invasion, act of foreign enemies. iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
 - Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
 - Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
 - Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
 - Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

- 2.14.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 2.14.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 2.14.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 2.14.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- Constitute a default or breach of the Contract.
 - Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 2.14.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Contractor cannot consider deemed short- closure after 1 year of imposition of Force Majeure.
- 2.15 **Settlement of Dispute**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Contractor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to for resolution by the Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through Conciliation as per Clause

2.15.1 Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Clause to GCC- "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

2.15.2 ARBITRATION:

Any Dispute which is not resolved amicably by conciliation, as provided in Clause, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with.....

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute to be adjudicated by Sole Arbitrator to be appointed by mutual consent of the parties from among the List of empanelled Arbitrators maintained by BHEL, in the following manner:

- A) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the UNIT, BHEL, executing the Contract and shall contain the

particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim.

- B) BHEL, shall within 60 days from the receipt of such notice shall send a panel of at least three arbitrators from among its empanelled arbitrators or otherwise to the Contractor for choosing one among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from BHEL.
- C) Upon receipt of the consent from the Contractor, Head of the UNIT, BHEL shall appoint the sole arbitrator as short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by BHEL.
- D) In case, the contractor fails to inform its choice of name for appointment of sole arbitrator from the panel of at least three arbitrators sent by BHEL or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from BHEL, Head of the UNIT, BHEL shall appoint the sole arbitrator from among the three names sent to the contractor earlier.
- E) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for Head of the UNIT, BHEL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.
- F) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings and other incidental expenses. It is also term of the contract that the claimant shall bear the arbitrator fee, administrative expenses and cost for the claims and the Respondent shall bear the arbitrator fee, administrative expenses and cost for the counter claims.
- G) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under: i. 40% of the fees if the Pleadings are complete. ii. 60% of the fees if the Hearing has commenced. iii. 80% of the fees if the Hearing is concluded but the Award is yet to be passed. g. Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:
- i. 40 % of the fees on Completion of Pleadings.
 - ii. 40% of the fees on Conclusion of the Final Hearing.
 - III. 20% at the time when arbitrator notifies the date of final award.
- H) The seat and venue of Arbitration shall be opted by BHEL Trichy.
- I) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.

Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

OR

Any Dispute which is not resolved amicably by conciliation, as provided in Clause, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Institutional Centre,(name of Institutional Arbitration Centre e.g. India International Arbitration Centre ("IIAC") at Tiruchirappalli / Tamilnadu in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force,

The Seat/Venue of the arbitration shall be (to be opted by the respective Unit) i. e. Tiruchirappalli.

The Tribunal shall consist of sole arbitrator.

The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.

It is agreed that in the event that a party wishes to invoke arbitration shall quantify the claims in arbitration invoking notice itself under Section 21 of Arbitration and Conciliation Act. 1996 which shall be submitted before and decided by the arbitral tribunal.

The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings and other incidental expenses.

It is also term of the contract that the claimant shall bear the arbitrator fee, administrative expenses and cost for the claims and the Respondent shall bear the arbitrator fee, administrative expenses and cost for the counter claims.

Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory
with seal & full address



Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

2.15.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

2.15.4 No Interest payable to Contractor

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

2.15.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

- i) 'No Claim Certificate' by Contractor as per Clause 2.6.11 of the GCC.
- ii) Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.
- iii) Indemnity Bond as per prescribed format.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

2.16 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://siddhi.bhel.in> only.

2.17 SUSPENSION OF BUSINESS DEALINGS (Applicable only for Non-GeM tender)

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

2.18 LIMITATION ON LIABILITY:

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

2.19 OTHER ISSUES

2.19.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.19.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.19.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.



Annexure - 1

TECHNICAL SPECIFICATION FOR PAINTING & COATING OF EQUIPMENT & STRUCTURES



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1.0 INTRODUCTION

1.1 Scope

This specification covers the minimum requirements governing surface preparation, selection, application & inspection of the protective coating system to be used on the interior and exterior exposed surfaces of all types of structural steel placed in thermal power plant to get high durability (above 15 years) in C5-M, C-4 & C-3 environment classified according to ISO 12944- 2.

Individual equipment specifications and /or drawings, when furnished, are to be used with these specifications. If conflict exists, the individual specifications and/or drawings shall govern.

Since maintenance –painting requirements are usually different from that necessary for new construction, salient points for each will likewise be addressed separately.

1.2 Definitions

The following definitions shall apply:

COMPANY shall mean Adani or the designated representative.

CONTRACTOR shall mean the party contracted to perform the work in accordance with the drawings, specifications & work scope.

2.0 CODES AND STANDARDS

2.1 Mandatory Statutory Requirements

This document has been prepared to the International Standards detailed within. The CONTRACTOR shall ensure that the Work is executed in accordance with international standards, Statutory & Regulatory requirements as per system application.

2.2 Codes and Standards & Regulations

The requirements of the latest published versions of the following listed Codes, Recommended Practices. Specifications and standards shall be met

2.2.1 Steel Structure Painting Council (SSPC)

SSPC-PA1	:	Shop, Field and Maintenance Painting of Steel.
SSPC-PA2	:	Measurement of Dry Coating Thickness with Magnetic Gauges
SSPC-SP1	:	Solvent Cleaning
SSSC-SP2	:	Hand Tool Cleaning
SSPC-SP3	:	Power Tool Cleaning
SSPC-SP5	:	White Metal Blast Cleaning



SSPC-SP6 :	Commercial Blast Cleaning
SSPC-SP7 :	Brush –Off Blast Cleaning
SSPC-SP10 :	Near White Blast Cleaning
SSPC-SP11 :	Power Tool Cleaning to bare metal
SSPC-SP12 :	Surface Preparation & cleaning of Steel and Other Hard Material by High and Ultra High Pressure Water Jetting Prior to recoating
SSPC-AB1 :	Mineral and Slag Abrasive
SSPC-SP20 :	Zinc rich coating Type-I (Inorganic) & Type-II (Organic)
SSPC-SP COM:	Surface Preparation and Abrasives Commentary, SSPC Painting Manual, Volume 2, "Systems and Specifications"
SSPC VIS-1 :	Visual Standard for Abrasive Blast Cleaned Steel
SSPC Vol.2 :	SSPC Painting Manual.
	Other equivalent Swedish, BS standard also applicable.

2.2.2 American Society for Testing and Materials (ASTM)

ASTM D4228:	Standard practice for qualification of coating Applicators for application of coating on steel surfaces.
ASTM B117 :	Salt Spray Test
ASTM G50 :	Standard practice for conducting atmospheric corrosion test
ASTM G53 (Part-B):	Weathering Test
ASTM D520 :	Zinc Dust (Metallic Zinc Powder)
ASTM D523 :	Specification for Gloss
ASTM D1200:	Viscosity
ASTM D1640:	Drying time
ASTM D1653:	Standard test method for evaluation of painted or quoted specimens subject to corrosive environment.
ASTM D2247:	Relative Humidity Test
ASTM D2697:	Volume of Solids
ASTM D4060:	Abrasion Resistance of Coating
ASTM D3359:	Standard test method for measuring adhesion by tape test
ASTM D5894:	Standard test method for evaluating drying or Curing during film. Corrosion resistance under Cyclic condensation/UV

2.2.3 Indian Standards

IS 5 :	Colours for Ready Mixed Paints and Enamels
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2.2.4 International Standards Organization

- ISO -8501 : International Standard for Preparation of Surface
ISO-8502 : Preparation of steel substrates before application of
Paints & related products
ISO-8502 (1 to 10) :Tests for the assessment for surface cleanliness
ISO -8504 : Preparation of steel substrates before application of
Paints and related products-Surface preparation
method Part - 1, 2 & 3
ISO 14713 : Protection against corrosion of iron and steel structure-
Zinc and aluminum coating.
ISO 4624 : Adhesion test of paint
ISO 12944 : Corrosion protection of steel structure by protective
paint system part 1 to 8
ISO 4628 : Evaluation of degradation of paint coating
ISO 4628-6 : Paints & varnishes - Evaluation of degradation of paint
coatings - Designation of intensity, quantity & size of
common types of defect - Part 6: Rating of degree of
chalking by type method.

2.2.5 Occupational Safety and Health Act

OSHA : Occupational Safety and Health Act

2.2.6 NACE Standards

- NACE RP0188: Discontinuity (Holiday) Testing of Protective coating
NACE RP0287: Surface profile Measurement of abrasive blast
Cleaned steel surfaces using a replica tape.

2.2.7 RAL COLOUR CHART

3.0 SURFACE PREPARATION

3.1 General

The surface preparation procedures and requirements except for galvanizing and Cadmium plating shall be in accordance with Steel Structural Painting Council SSPC and ISO-8501.

The method of surface preparation used shall be compatible with the priming coat of Paint and be one or a combination of the following:-

1. Solvent Cleaning- SSPC-SP1
2. Hand Tool Cleaning - SSPC-SP2



- 3. Power Tool Cleaning - SSPC-SP3
- 4. Blast Cleaning refer 3.2 as below

All fabrication and assembly shall be completed before surface preparation begins.

Blast and prime of structural items prior to assembly will be permitted. All bolt holes shall be drilled and their edges smoothed prior to blasting.

3.2 Requirements of Blasting

Only dry blasting procedures are allowed. Definitions and requirements for, the various methods of surface cleaning are given below:

- A) White Metal Blast: As per SSPC SP5, & visual reference Sa3 as per ISO 8501-1.
- B) Near-White Blast: As per SSPC SP10, & visual reference Sa2.5 as per ISO 8501-1.
- C) Commercial Blast: As per SSPC SP6, & visual reference Sa2 as per ISO 8501-1.
- D) Brush-off Blast: As per SSPC SP7, & visual reference Sa1 as per ISO 8501-1

3.3 Pre Blasting preparation

3.3.1 Rough Edges

Sharp edges, fillets, corners and welds shall be rounded or smoothed by grinding (minimum radius 2 mm). Hard surface layers (e.g. resulting from flame cutting) shall be removed by grinding prior to blast cleaning.

All surfaces should be washed with clean fresh water prior to blast cleaning.

Any major surface defects, particularly surface laminations or scabs detrimental to the protective coating system shall be removed by suitable dressing. Where such defects have been revealed during blast cleaning, and dressing has been performed, the dressed area shall be re-blasted to the specified standard. Surface pores, cavities etc. shall be removed by suitable dressing or weld repair.

3.3.2 Weld Flux and Spatter

Weld flux, slag spatter, slivers etc. shall be ground smooth before blasting.

Welding surface imperfections shall be removed and surface profile shall be prepared as per ISO 12944-3.



Any surface on which grinding is done shall be spot blast cleaned or power tool cleaned to obtain required anchor pattern.
All welds shall be inspected and if necessary repaired prior to final blast cleaning of the area.

3.3.3 Surface Cleaning

Prior to blasting, all deposits or grease or oil shall be removed from the surface in accordance with SSPC-SP1 Solvent Cleaning using biodegradable water soluble cleaner.

3.3.4 Chemical Contamination

All chemical contamination shall be neutralized and/or flushed off prior to any other surface preparation.

3.4 Blasting Operations

3.4.1 Weather conditions

Blast cleaning shall not be done on any surface that is moist, or that may become moist, before the application of a primer.

Blasting is not permitted when:-

- a) The temperature of steel is less than 3°C above the dew point, as measured by a sling hydrometer,
- b) The relative humidity of the air is more than 60 %.

Relative humidity shall be maintained by an adequately designed Dehumidification system and the record shall be maintained.

3.4.2 Preliminary Blasting

If blasting is performed at night, the surfaces shall be re-blasted the following day to provide the specified surface preparation standard and the anchor profile required for the specified coating system.

3.4.3 Blasting and Painting

Blasting shall not be done adjacent to painting operations or coated surfaces that are not fully dry. Blasting shall overlap previously coated surfaces by at least 150 mm.

Blasting and Painting shall be done in closed chamber only.

The record of atmospheric conditions (Temp, RH, Dew Point) before the blasting & painting shall be maintained.

The use of silica sand is strictly prohibited



3.4.4 Post – Blasting Procedure

The surface to be coated shall be clean, dry, free from oil/grease, and have the specified roughness and cleanliness until the first coat is applied.

Blast cleaned steel surfaces shall not be touched by bare hands. The blast cleaned surface shall be rendered dust free and coated with the specified primer as soon as possible to avoid formation of oxidation on the surface, but in any case, four one from the time of blasting, and at least one hour prior to sundown of the day it is blasted and before any rusting occurs.

Any steel surface not primed within these limits or that is wet shall be reblasted.

No acid washes or other cleaning solutions or solvents shall be used on metal surfaces after they are blasted. This includes washes intended to prevent rusting.

All areas around the intended paint surface shall be cleaned of blast material prior to coating. Drains shall be purged of blast material and flushed.

Biodegradable water – soluble cleaning solution used to clean previously painted surfaces shall not lift softens or otherwise damages the existing coating.

For determination of chloride surface; relevant ISO 8502 part 2 & 5 shall be applicable. Chloride contamination shall be checked using- SCM 400 / bresle patches / quanta strips. Maximum permissible limit is 10 micro gram / sq.cm. for external surface & 5 micro gram / sq.cm. for internal of vessels.

3.5 Blasting Equipment

3.5.1 Compressed Air

The air compressor shall be capable of maintaining a minimum of 700kpa (7 kg/cm² or 100 psi) air pressure at each blasting nozzle. The compressed air supply shall be free of water and oil. Adequate separators and traps shall be provided on the equipment, which shall be regularly purged of water and oil to maintain efficiency.

3.5.2 Nozzle

The nozzle shall be a 10 mm (maximum) internal diameter venture style nozzle.



3.5.3 Power Tools

Power tools may be used to obtain a metal surface finish as per SSPC SP11 where blasting is not possible, or on items which might be damaged by blasting.

3.5.4 Shot Blasting Equipment

Shot blasting equipment may be used for specific applications. Shot shall be changed as required to maintain the angular profile requirement.

3.6 Blasting Abrasive

3.6.1 Abrasive

The abrasive shall be as per SSPC-AB-1. The abrasives shall be copper slag, steel balls shall be free of contamination of dust and chlorides to produce the required anchor profile and graded as to be free from clay, silt or other matter likely to become embedded in the steel surface. Abrasives which have a tendency to shatter and adhere or embed in the steel surface shall not be acceptable. Recycled abrasive shall not be used. The use of sand is prohibited.

3.6.2 Shot Blasting Material

Shot blasting material shall pass through a G-16 to G-40 mesh screen. At least 25% to 30% steel grit shall be mixed with the graded shot to remove any rust, scale or other impurities pined into the surface. Shot blasting material is limited to iron, steel or synthetic shot which is applied by compressed air nozzles or centrifugal wheels. Shot blasting material shall be checked at least two times a week for replacement of abraded material.

4.0 COATING APPLICATION

4.1 General Application

All application, inspection and safety procedures shall be carried out in accordance with SSPC Painting Manuals, Vol. 1 Chapter 14.2 and Vol. 2 Chapter 5) and as set out below.

4.1.1 Supply and Storage

All coatings shall be furnished, mixed and applied in accordance with manufacturer's recommendations and as specified here in. Mixing of different



Manufacturer's coatings or applications on the same surface are not permitted.

All coating materials and thinners shall be in original, unopened containers being the manufacturers label batch numbers and instructions. For materials having a limited shelf life, the date of manufacture and the length of life shall be shown. Materials older than their stated shelf life shall not be used.

Materials shall be stored in accordance with the manufacturers Recommendations.

Coating materials that have gelled, other than thixotropic materials or materials that have deteriorated during storage shall not be used.

4.1.2 Pot Life

If the coating requires the addition of a catalyst, the manufacturer's Recommended pot life for the application conditions shall not be exceeded.

When the pot life is reached, the spray pot shall be emptied, cleaned and a new material catalyzed. Manufacturer's recommendations to be followed

4.1.3 Mixing

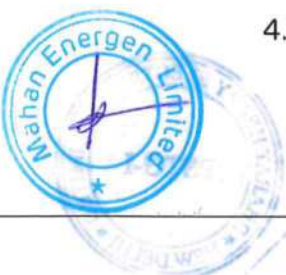
Mixing and thinning directions as furnished by the manufacturer shall be followed. Only thinners specified by the manufacturer shall be used.

All coating materials shall be stirred with a power mixer use, until the pigments, vehicles and catalysts are thoroughly mixed and then strained while being poured into the spray pot. During application the materials shall be agitated according to the manufacturer's recommendations. Different brands or types of paints shall not be intermixed.

4.2. Cleanliness

All Surfaces shall be clean free from dust and dry. Any blast cleaning dust or grit remaining on the surfaces shall be removed by means of compressed air before priming or application of any coating. Any surface with a rust bloom shall be re-blasted as per ISO: 8504.

4.2.1 Temperature



A

Coating shall only be applied when the temperature of the steel is at least 3°C above the dew point; ambient air temperature must be within the limits specified by the manufacturer.

4.2.2 Weather Conditions

No coatings shall be applied during fog, mist or rain or when humidity is not greater than 60% or on to wet surfaces. In case the minimum temperature at the fabrication yard is below 5 deg C, the contractor shall propose alternate coating procedure for Company's approval at the binding stage itself.

The company has the right to suspend application of coating when damage to the coating may result from actual or impending weather condition.

4.2.3 Coats

Each coat shall be applied uniformly and completely over the entire surface. Each coat shall be allowed to dry for the time specified by the manufacturer before the application of a succeeding coat. To reduce the possibility of intercoat contamination and to assure proper adhesion between successive coats, all coats shall be applied as soon as possible after the minimum specified drying time of the preceding coat.

4.2.4 Brush Application (Stripe Coating)

A stripe coat shall be applied by brush or roller after the prime coat has been applied. The stripe coat shall be applied to edges, corners, welding seams, bolt holes, back side of piping, stiffeners, vent and drain holes, notches and any other area that is difficult to reach by spray gun.

4.2.5 Finish Coat

An additional layer of finish coat shall be hand brushed at edges, corners, welds and hard-to spray areas to eliminate holidays in the final coats.

4.2.6 Field Welds

No coating shall be applied within 150 mm of edges prepared either for field welds or to surfaces waiting non-destructive testing.



4.2.7 Inorganic Zinc Primer

It is preferred that intermediate/top coat for inorganic zinc primer coats be applied within minimum of seven (7) days after the primer coat.

4.3 Spray Application

4.3.1 Equipment

- (a) All equipment to be used for spray applications shall be inspected and tested before application begins.
- (b) All equipment shall be maintained in good working order and shall be equal to that described in the manufacturer's instructions.
- (c) All equipment shall be thoroughly cleaned before and after each use and before adding new material.
- (d) An adequate moisture trap shall be installed between the air supply and each pressure pot. The trap shall be of the type that will continuously bleed off any water or oil from the air supply.
- (e) Suitable pressure regulators and gauges shall be provided for both the air supply to the pressure pot and the air supply to the spray gun. Spray equipment and operating pressures shall comply with the recommendations of the manufacturer.
- (f) The length of hose between the pressure pot and spray gun shall not exceed 15 m.

4.3.2 Procedures

- (a) Pressure pot, material hose and spray gun shall be kept at the same elevation where possible. When spraying inorganic zinc, the elevation difference shall not exceed 3m.
- (b) The spray gun shall be held at right angles to the surface.
- (c) Each pass with the spray gun shall overlap the previous pass by 50%.
- (d) The spray width shall not exceed 300 mm.
- (e) All runs and sags shall be immediately brushed out or the surface re-coated.
- (f) Large surfaces shall receive two passes (except when applying inorganic zinc) at right angles to each other (cross hatched).



4.3.3 Airless Spray Equipment

- (a) Airless spray equipment may be used for applying inorganic zinc, epoxy or aliphatic polyurethane coatings.
- (b) The manufacturer's recommendations in selection and use of airless spray equipment shall be followed.

4.4 Brush Application

4.4.1 General Requirements

- (a) Coating shall be applied by brush on all areas, which cannot be properly spray coated such as corners, edges, and welds etc.,
- (b) Inorganic zinc primer coatings shall not be applied by brushing, not even for touch – up repairs.

4.4.2 Equipment for Brush Application

Brushes shall be of a style and quality that will permit proper application of coating. Round or oval brushes are most suitable for rivets, bolts, irregular surfaces and rough or pitted steel. Wide flat brushes are suitable for large flat areas. Brush width shall not be greater than 100 mm. No extension handles shall be used on brushes.

4.4.3 Procedure for Brush Application

- (a) Brushing shall be done so that a smooth coat, uniform in thickness, is obtained. There shall be no deep or detrimental brush marks.
- (b) Paint shall be worked into all crevices and corners.
- (c) All runs and sags shall be brushed out to prevent air pockets, solvent bubbles or voids.
- (d) When applying solvent type, coatings, care shall be taken to prevent lifting of previous coats.

4.5 Safety Equipment

Appropriate safety equipment shall be provided for blasters, painters and other workers involved in the preparation and application of coating systems as per recommendation of paint manufacturer. Work areas shall be adequately ventilated.

5.0 REPAIR OF DAMAGED AREAS



All areas of paintwork that are locally damaged during transportation, handling or erection shall be fully repaired to the satisfaction of the company.

Prior to the application of any coat, damage to previous coat(s) shall be touched-up by removing the damaged coatings, preparing the surface and reapplying the protective coat(s).

5.1 Repair Procedure for Damaged coating

Surfaces where coating is damaged after application of the finish coat shall be repaired as follows;

5.1.1 Top Coat

The top coat damaged, but base coat undamaged and the metal substrate is not exposed:

- (a) Damaged coating shall be removed with a hand file and abraded back to the sound coating using emery paper or a fine grinder.
- (b) The damaged area shall be wiped with a suitable solvent to remove debris. The periphery of repair area shall be feathered back for a minimum distance of 25 mm into the adjacent undamaged coating by light abrasion or grinding to produce a smooth chamfered surface profile.
- (c) Apply a new topcoat as specified.

5.1.2 Base Coat

Coating damaged to base metal

- a) The damaged area greater than 0.2 m² in area, the surface of exposed metal shall be prepared to the original specified standard prior to repairing by power tool cleaning as per SSPC-SP3 or spot blasting to SSPC-SP5 and applying primer, intermediate coat and final coat as specified. Alternatively, high solid surface tolerant epoxy coating such may be used in place of primer & intermediate coats, followed by specified topcoat.
- b) The damaged areas less than 0.2 m² in area may be repaired as per manufacturer's recommendation or by preparing the surface of exposed metal by power tool cleaning as per SSPC-SP11 to the original specified standard.



A primer, intermediate and final coat shall be applied as specified. Alternatively, high solid surface tolerant epoxy coating such may be used in place of primer & intermediate coats, followed by specified topcoat. Brush application is acceptable. Even appearance and smooth feathering into surrounding coating in addition to correct dry film thickness and holidays must be achieved. Coating and surrounding repaired areas shall not be damaged and complete tie-in of the coating with surrounding areas shall be obtained. Zinc based products shall not be applied without Blast Cleaning to Sa 2 ½, instead Surface tolerant epoxy such at 100 microns shall be used as a primer in case blast cleaning is not possible or practical.

6.0 INSPECTION AND TESTING

6.1 Quality Control

Procedures for testing and documenting quality control shall be prepared prior to the initial start up of any work covered by this specification & submitted to company for approval. The procedures shall include methods to assure the specification requirements are met and forms to document environmental conditions, surface temperature, coating applicator, surface(s) being coated, coating applied and status of required examinations and tests.

Testing and inspection shall be carried out in accordance with Table-6.2. Surfaces shall be accessible until final inspection is carried out.

6.2 Inspection and testing requirement

Test type	Test Method	Test Frequency	Acceptance criteria	Consequence
Environmental conditions	Ambient and steel Temperature. Relative Humidity. Dew point.	Before start of each shift + minimum twice per Shift.	In accordance with Specified requirements	No blasting or coating
Visual examination	Visual for sharp edges	100 % of all surfaces	No defects, see Specified	Defects to be repaired



	weld spatter slivers, rust grade, etc.		requirements	
Cleanliness	a) ISO 8501-1 b) ISO 8502-3	a) 100 % visual of all surfaces b) Spot checks	a) In accordance with specified Requirements b) Maximum quantity and size rating 2	a) Reblasting b) Recleaning and retesting until acceptable
Salt test	ISO 8502-6 and ISO 8502-9	Spot checks	Maximum conductivity corresponding to 20 mg/m ² NaCl	Repeated washing with potable water & retesting until acceptable
Chloride test	ISO 8502-2 ISO 8502-5	-	10 microgram/sq.cm for external & 5 microgram/sq.cm for internal vessel	-
Roughness	Comparator or stylus instrument (see ISO 8503)	Each component or once per 200 m ²	As specified	Reblasting
Curing test (for Zn silicate)	ASTM D4752	Each component or once per 100 m ²	Rating 4-5	Allow to cure
Visual examination of coating	Visual to determine curing, contamination, solvent retention, pinholes/popping, sagging & surface defects	100 % of surface after each coat	According to specified requirements	Repair of defects
Holiday detection	NACE RP0188 and as per *note -1 below	As per coating system specification	No holidays	Repair & retesting.
Film thickness	ISO 19840. Calibration on a smooth surface	ISO 19840	ISO 19840, and coating system data sheet	Repair, additional coats or recoating as appropriate
Adhesion	ISO 4624 using equipment with an automatic centered pulling force	Each component or once per 200 m ²	*See note-2 below	Coating to be rejected



	& carried out when coating system are fully cured			
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*Note:

1. Holiday Testing

Holiday testing shall be conducted in accordance with NACE SP0188. Minimum 10% of the coated areas, which include weld seams, corners, and edges, shall be holiday detected. Any holiday is unacceptable and shall be marked and repaired according to spot repair procedures.

2. Adhesion test

Adhesion test shall be carried out on separate test plates, minimum adhesion values in accordance with ISO 4624 shall be 5,0 MPa when using automatically centered test equipment.

6.3 Qualification of supervisors, foremen and QC personnel at The Fabrication Yard

The contractor's quality control inspector shall be qualified as a coating inspector in accordance with NS 476 Inspector level I or NACE level-I.

The contractor's quality control inspector shall qualify the tradesman level as blast-cleaner, painter, and applicator etc. for painting application.

The personnel shall have relevant knowledge of health and safety hazard, use of protection equipment, coating materials, mixing and thinning of coatings, coating pot-life, surface requirements etc.

Contractor shall carry out tests in accordance with the company approved Coating Procedure Specification for all coating systems that are planned to be used for this project before commencement of painting work.

The test shall be supervised by the coating manufacturer's Authorized technical representative and the contractor's quality control inspector and shall be witnessed & inspected and accepted by the FQA of Adani. Contractor shall issue an inspection report covering the qualification tests for the company approval.

The test shall be carried out on a test panel (minimum 1 m x 1 m) and at least on one end of, angle, channel, beam and flat bar and an alternative location providing similar complexity on the component to be used.



The acceptance criteria are the requirement to the visual and non – destructive inspection of the coating system described in this specification. Operators failing to meet the requirement shall not be allowed to carry out the work on this project.

6.4 Equipment and Material

Materials, tools or equipment used in the surface preparation and coating applications, shall be inspected regularly and rejected if they do not comply with the Specification.

6.5 Inspection Instruments

The following items shall be inspected using the inspection instruments listed below:

Instrument Item	Inspection Instrument
Surface Profile	Keane-tator Surface Profile Comparator or Testex Press-o-Film Elcometer 124 with 122 testex tape
Holidays	Tinker – Razor Model M – 1
Surface Cleanliness	SSPC – Vis – 1
Viscosity	Zahn Viscometer or Ford Cup
Wet Film Thickness(WFT)	Nordson Wet Film Thickness Gauge Sheen WFT Gauge
Temperature & Humidity	Gardner Certified Hydrometer And Temperature Indicator
Surface Temperature	Pandux Surface Temperature Thermometer Elcometer Surface temperature gauge
Compressed Air Quality	Dry white cloth

6.5.1 Calibration

Each test instrument shall be maintained and calibrated as prescribed by the manufacturer.

6.5.2 Dry Film Thickness



The dry film thickness of the coating system shall be determined in accordance with SSPC-PA2 or by a Micro test thickness gauge or comparable instrument in accordance with the following procedure.

- (a) Ten readings shall be taken for every 10m² of painted areas.
- (b) 90% of all readings shall be within the specified dry film thickness.
- (c) Where thickness accordance with the above procedure fall below the specified minimum an additional coat of the intermediate or finish coat shall be applied.

7.0 PAINT MATERIALS:

The coating manufacturer shall provide a Coating System Data Sheet (CSDS) for each coating system to be used, containing at least the following information for each product:

- Surface pre-treatment requirements;
- Dry Film thickness (maximum, minimum and specified);
- Maximum and minimum re-coating intervals at relevant temperatures;
- Information on thinners to be used (quantities and type);
- coating repair system.
- Practical consumption
- Expected life of product with guarantee.
- MSDS

Paint manufacturer shall furnish all the characteristics of paint materials on printed literature, along with the test Certificate with actual test values of supplied batch for all the specified characteristics given in the specifications.

All the paint materials shall be of first quality, should pass all pre qualification testing for corrosive category – C5-M as per ISO 12944 and conform to the following general characteristics as per the tables below:

TABLE 7.1: REQUIRED CHARACTERISTIC OF PAINT MATERIALS

Technical Name	Type & Composition	Volume of solids (approx.)	DFT (Dry Film thickness) per coat (approx.)	Weight Per liter in kgs/ liters (approx)	Touch Dry at 25°C (approx x)	Hard dry at 25°C (approx.)	Over coating Interval (approx.)	Pot life (approx.) 25°C
Inorganic zinc silicate Coating Containing	A two pack air drying self –	65 %±2	65-75 µ	2.2+/- 0.02	30 mts.	Over night	Min.; 16-24 Hrs Max. Indefinite.	4 Hrs



minimum 85% ± 2 zinc in dry film by weight & 96% Purity of Zinc.	curingsolvent basedInorganic Zinc silicatecoating.							
Epoxy MIO High build containing minimum 50% MIO in dry film.	Two pack, super high build, polyamide cured epoxy, pigmented with natural lamellar micaceousironoxide	Min. 80% ± 2	125-150 μ	1.82+/- 0.02	3 Hrs.	Overnig ht	Min. : 18 Hrs. Max. : Indefinite	2 hrs.
Glossy Aliphatic acrylic Polyurethane Topcoat	Two Components High Build Aliphatic Acrylic Polyurethane.	min 62% ± 2	50-75 μ	1.46 +/- 0.02	1.5 hrs	12 hrs	Min. ;12 hrs Max. ;As per suppliers data	3 Hr
Inorganic zinc silicate Coating Containing minimum 75% ± 2 zinc in dry film by weight & 96% Purity of Zinc.	A two pack air drying self – curing solvent based Inorganic Zinc silicate coating.	Min 60% ± 2	65-75 μ	2.0+/- 0.02	30 mts	Overnig ht	Min.; 16-24 Hrs Max. Indefinite.	4 Hrs
Epoxy MIO High build containing minimum 50% MIO in dry film.	Two pack, high build, polyamide cured epoxy, pigmented with lamellar MIO.	Min 60% ± 2	100-125 μ	1.58+/- 0.02	4 Hrs	18 hrs	Min. : 18 Hrs. Max. : Indefinite	5 hrs
Epoxy Direct to Metal Primer cum Finish Coating	Two pack, rapid cure, high build epoxy DTM primer cum finish	Min 70% ± 2	75-150 μ	1.63 +/- 0.02	30 mts	60 mts	60 mts	2 hrs
Rapid cure epoxy high build zinc phosphate primer(16% ZP content)	Two pack, rapid cure, high build polyamide cure, epoxy zinc phosphate primer.	Min 63% ± 2	50-100 μ	1.51+/- 0.02	45 mts	3 hrs	3 hrs	6 hrs
Self -priming Surfaceretolerant High build Epoxycoating	Two pack amid amine cured self priming epoxy mastic.	Min. 80% ± 2	100-125u	1.46 +/- 0.02	5 Hrs.	24 Hrs	Min. :24 Hrs Max –As recommended by manufacturer	2 hrs

8.0 COATING SYSTEMS

8.1 Scope

The following section outlines the requirement of supply & application of anti corrosive coatings for corrosion protection of steel structural's



exposed to environments classified by ISO 12944-2 as C5-I, C5-M, C- 4 & C-3 and to get long term life (High Durability – above 15 years)

8.2 Surface Preparation

All the parts to be sprayed shall be degreased according to SSPC-SP 1. The absence of oil and grease after degreasing shall be tested by method given elsewhere in the specification.

Grind all sharp edges and corners to a minimum radius of 2 mm. Remove all welding slag, spatter & blend grind all sharp welds & high spots. Remove all salt deposits by jetting with clean (potable) water. Thereafter the surface to be abrasive blasted to near white metal finish as per SSPC-SP 10. Using SSPC VIS 1, it is to be visually assessed that the blast cleaned surface meets requirement of SSPC-SP 10.

Thereafter clear cellophane tape test as per ISO 8502-3 shall be used to confirm absence of dust on the blasted surface. Finally blasted surface shall be tested for presence of soluble salts as per method ISO 8502-9. Maximum allowable salt content shall be considered 50mg/M². (5 micrograms/cm²) In case salt content exceeds specified limit. The contaminated surface shall be cleaned by method as per Annex – C of ISO - 12944-4 (Water Cleaning.) or as per ISO 8501 – 4 (Wa-Wa 2 ½). After cleaning the surface shall be retested for salt content after drying.

The blasting media shall be either chilled iron or angular steel grit as per SSPC-AB-3 of mesh size G-16 to G-40. Copper or Nickel slag or Garret as abrasive will also be suitable having mesh size in the range of G16 to G24, conforming to SSPC-AB-1.

Mesh size shall be required as appropriate to the anchor tooth depth profile requirement and blasting equipment used. The blasted surface should be having angular profile depth of 50 to 75 microns with sharp angular shape. The profile depth shall be measured according to NACE standard RP 0287 (Replica Tape) or ASTM D 4417 method B (Profile depth gauge).

Suitable enclosure shall be provided to carry out the blast cleaning operation. The contractor shall put up minimum three temporary sheds each of size 15m x 30m with handling facilities at site to carry out abrasive blasting. If required prior approval from the factory inspector/pollution



control board etc. shall be obtained regarding the method of blast cleaning and abrasives used therein.

For manual blasting one profile depth measurement shall be taken every 10-20 M² of blasted surface. Surface preparation shall be completed in one abrasive blast cleaning operation wherever possible. If rust bloom (visual appearance of rust) appears on the blast cleaned surface before priming, the affected area shall be re-blasted to achieve specified degree of cleanliness after which only application of inorganic zinc silicate.

Air blasting pressure at nozzle shall be normally maintained at 100 psi. Air pressure and media size should be reduced and adjusted to preclude damage/distortion to thin gauge materials. Blasting time on work piece should be adjusted to only clean the surface and cut required anchor tooth with minimum loss of metal. Blast angle should be as close to perpendicular as possible but in no case greater than $\pm 30^\circ$ from perpendicular to work surface. Blasting media must be free of debris, excessive fines, contaminants such as NaCl and sulfur salts (Ref. SEC 13.2.1.6 of this Spec).

F-Tests for blasting media, blasting air & surface contamination.

F-1- Blasting Media

(For every fresh batch of media and one random test during blasting)

- a) Blasting Media shall be visually inspected for absence of contamination and debris using 10 X magnification.
- b) Inspection for the absence of oil contamination shall be conducted using following procedure:
 - Fill a small clean 200 ml bottle half full of abrasive.
 - Fill the bottle with potable water, cap and shake the bottle.
 - Inspect water for oil film/slick. If present, the blasting media is not to be used.
- c) Soluble salt contamination if suspected shall be verified by method ASTM D4940. If present, media to be replaced.
- d) Clean blasting equipment, especially pot and hoses, then replace blasting media and retest.

F-2 Test for Blasting Air

(Once Daily before start of blasting & once at random during blasting)



The air for blasting shall be free from moisture and oil. The compressor air shall be checked for oil and water contamination per ASTM D 4285.

F-3-Test for presence of oil/grease and contamination

The steel substrate after degreasing as per SSPC-SP 1 shall be tested as per following procedure to validate absence of oil and grease contamination.

- a) Visual inspection - Continue degreasing until all visible signs of contamination are removed.
- b) Conduct a solvent evaporation test by applying several drops or a small splash of residue-free trichloromethane on the suspect area especially pitting, crevice corrosion areas or depressed areas. An evaporation ring formation is indicative of oil and grease contamination. Continue degreasing and inspection till test is passed.

8.3 Paint Systems

8.3.1 For C5-M Environment Classification

Primer Coat: 1 coat of inorganic ethyl self curing zinc silicate primer (coating) at 75 microns DFT/Coat to be applied by airless/pressure pot for high durability >15 yrs. The primer should meet the requirements of SSPC-SP 20 performance standard. Minimum Metallic Zinc in the dry film by weight must be 85%. Volume solids of the primer must be 65% .

Intermediate coat – 1 coat of Super High build epoxy MIO coating cured with polyamide hardener at 150 microns DFT/ Coat to be applied by airless spray. Minimum Natural Lamellar Micaceous Iron Oxide content in the dry film must be 50% by weight. Volume solids of the product must be 80% .

Finish Coat- Two coats of High Build Gloss Aliphatic Acrylic Polyurethane at 50 micron/coat dry film thickness to be applied by brush/airless spray. Total thickness of the finish coat will be 100 microns. Volume Solids of the product must be 62% .



Total DFT minimum: 325 Microns and maximum: 350 Microns.

Notes:

1. This paint system is equivalent to the protective paint system no's (S7.14 & S 6.08) recommended for corrosion category C5-M & C5-I in ISO 12944-5.
2. This system is satisfactory for surface temperatures to 90° C continuous dry temperature.
3. Colour for final coat shall be as per colour code.
4. All material shall be supplied in the manufacturers original cans, durably & legibly marked with the description of the contents. This shall include the batch number, date of manufacturing & the manufacturer's name.
5. All coating materials used shall confirm to the composition clauses given against each product in the specification. In meeting the composition clauses, the manufacturer shall provide evidence of compliance from approved third party lab before start of the job & internal test report along with every supplied batch.
6. Material containing cadmium, lead or any other toxic material to environment/personnel shall not be used.

8.3.2 For C-4 Environment Classification

Primer Coat: 1 coat of inorganic ethyl self curing zinc silicate primer (coating) at 75 microns DFT/Coat to be applied by airless/pressure pot. The primer should meet the requirements of IS - 14946 performance standard. Minimum Metallic Zinc in the dry film by weight must be 75%. Volume solids of the primer must be 60% .

Intermediate coat – 1 coat of High build epoxy MIO coating cured with polyamide hardener at 100 microns DFT/ Coat to be applied by airless spray. Minimum Natural Lamellar Micaceous Iron Oxide content in the dry film must be 50% by weight. Volume solids of the product must be 60% .

Finish Coat- One coat of High Build Gloss Aliphatic Acrylic Polyurethane at 50 micron/coat dry film thickness to be applied by brush/airless spray. Volume Solids of the product must be 62%.



Total DFT minimum: 225 Microns.

Notes:

1. This paint system is equivalent to the protective paint system no S4.30 recommended for corrosion category C-4- in ISO 12944-5.
2. This system is satisfactory for surface temperatures to 90° C continuous dry temperature.
3. Colour for final coat shall be as per colour code.
4. All material shall be supplied in the manufacturers original cans, durably & legibly marked with the description of the contents. This shall include the batch number, date of manufacturing & the manufacturer's name.
5. All coating materials used shall confirm to the composition clauses given against each product in the specification. In meeting the composition clauses, the manufacturer shall provide evidence of compliance from approved third party lab before start of the job & internal test report along with every supplied batch.
6. Material containing cadmium, lead or any other toxic material to environment/personnel shall not be used.

8.3.3 For C-3 Environment Classification

Covered Areas like TG Shed etc:

Primer cum Top Coat: Two coat of DTM – Direct to Metal epoxy primer cum finish with optimum loading of Zinc Silicate anti corrosive pigments at 75 microns DFT/Coat to be applied by airless/pressure pot. The total thickness of the system will be 225 microns. Volume solids of the DTM coating must be 70%.

Total DFT minimum: 225 Microns.

Uncovered Areas – Exposed to UV Rays:

Primer Coat: 2coat of Rapid Cure, High Build, Epoxy Polyamide Cure Zinc Silicate Primer with optimum loading of Zinc Silicate anticorrosive pigment at 175 microns DFT/Coat to be applied by airless/pressure pot. Minimum Zinc phosphate pigment in the dry film by weight must be 16%. Volume solids of the primer must be 63%.

Finish Coat- One coat of High Build Gloss Aliphatic Acrylic Polyurethane at 50 micron/coat dry film thickness to be applied by brush/airless spray. Volume Solids of the product must be 62% .



Total DFT minimum: 225 Microns.

Notes:

1. This paint system is equivalent to the protective paint system no S3.18 recommended for corrosion category C-3- in ISO 12944-5.
2. This system is satisfactory for surface temperatures to 90° C continuous dry temperature.
3. Colour for final coat shall be as per colour code.
4. All material shall be supplied in the manufacturers original cans, durably & legibly marked with the description of the contents. This shall include the batch number, date of manufacturing & the manufacturer's name.
5. All coating materials used shall confirm to the composition clauses given against each product in the specification. In meeting the composition clauses, the manufacturer shall provide evidence of compliance from approved third party lab before start of the job & internal test report along with every supplied batch.
6. Material containing cadmium, lead or any other toxic material to environment/personnel shall not be used.

9 COLOUR SCHEDULE

9.1 EQUIPMENT AND PIPING STANDARD COLOUR CODE FOR MECHANICAL

EQUIPMENT

S. No.	Description	Ground Colour
A	CLOSED COOLING WATER SYSTEM	
1	Closed cooling water pumps	Sea Green
2	Plate heat exchanger	Sea Green
3	Closed cycle cooling water pump	Sea Green
4	CCCW Expansion tank	Sea Green
5	CCCW chemical dosing tank	Sea Green



B	WATER TREATMENT PLANT	
1	River water & Raw water	
a	Raw water pump	Sea Green
b	Clarifier	Sea Green
c	- Raw / Fire water storage tank	Sea Green
d	DM plant supply pump	Sea Green
e	Filter air blower	Sea Green
f	Filter back wash pump	Sea Green
g	Lime slaking tank & agitator	Sea Green
h	Lime slurry transfer pump	Sea Green
i	Lime solution tank	Sea Green
j	Lime solution dosing pump	Sea Green
k	Alum solution tank	Sea Green
l	Alum solution metering pump	Sea Green
m	Polyelectrolyte solution tank	Sea Green
n	Polyelectrolyte solution metering pump	Sea Green
o	Sludge feed pump	Sea Green
p	Filter press	Sea Green
q	Service water tank for DM building	Sea Green
r	Service water tank for control annex	Sea Green
2	Demineralisation system	
a	Activated carbon filter	Sea Green
b	Cation exchanger	Sea Green
c	Anion exchanger	Sea Green
d	Degasser tower	Sea Green
e	Air blower for degasser tower	Sea Green
f	Strong base anion exchanger	Sea Green
g	Degassed water transfer pump	Sea Green
h	Strong base anion exchanger	Sea Green
i	Mixed bed polisher	Sea Green
j	Air blower for mixed bed polisher	Sea Green
k	DM Water Storage tank	Sea Green
l	DM water transfer pump	Sea Green
m	Acid unloading cum transfer pump	Dark Admiralty Grey
n	Bulk acid storage tank	Dark Admiralty Grey
o	Acid measuring tank for SAC	Dark Admiralty Grey
p	Acid measuring tank for MB	Dark Admiralty Grey
q	Regeneration water pump	Dark Admiralty Grey
r	Caustic Lye unloading cum transfer pump	Dark Violet
s	Bulk caustic storage tank	Dark Violet
t	Caustic regeneration tank & agitator	Dark Violet
u	Caustic solution filter	Dark Violet

S.No.	Description	Ground Colour
v	Caustic dilution tank for SBA/WBA	Dark Violet
w	Caustic dilution tank for MB	Dark Violet
x	Caustic pump for regeneration for WBA/SBA	Dark Violet
y	Waste water recirculation cum disposal pump	Sea Green
C	CRANE & HOIST	
1	Power house EOT crane	Canary Yellow
2	CW pump house EOT crane	Canary Yellow
D	COMPRESSED AIR PLANT	
1	Air compressor	Sky Blue



2	Compressed air dryer	Sky Blue
3	Air receiver	Sky Blue
E	Chemical Dosing	
1	Hydrazine preparation tank	Dark Admiralty Grey
2	Ammonia preparation tank	Dark Admiralty Grey
3	Hydrazine & ammonia dosing tank	Dark Admiralty Grey
4	Hydrazine & ammonia dosing pump	Dark Admiralty Grey
5	Phosphate preparation tank	Dark Admiralty Grey
6	Phosphate dosing tank	Dark Admiralty Grey
7	Phosphate dosing pump	Dark Admiralty Grey
8	- Sampling system	Dark Admiralty Grey
F	FIRE PROTECTION SYSTEM	
1	Diesel engine driven pump	Fire red
2	Fuel tank for diesel engine driven pump	Fire Red
3	Main hydrant pump (Electrical)	Fire Red
4	Jockey pump	Fire Red
5	Fire Water Storage tank	Fire Red
6	CO2 cylinder	Fire Red
G	FUEL OIL SYSTEM	
1	Fuel oil pumps skid	Light Brown
2	Fuel oil Storage tank	Light Brown
3	Fuel oil strainer	Light Brown
H	ASH DISPOSAL SYSTEM	
1	Ash transmitting vessel	Aluminium
I	AIR CONDITIONING AND VENTILATION SYSTEM	
1	Refrigerant compressor	Sky Blue
2	Chilled / condenser pumps	Sea Green
3	Condenser water pipe	Sea Green
4	Fans	Grey



9.2 STANDARD COLOUR CODE FOR ELECTRICAL EQUIPMENT

Sl. No.	Description	Colour	Colour No.
1	Transformers	Light grey	Shade 631 of IS : 5
2	Bus ducts	Light grey	Shade 631 of IS:5
3	Junction boxes.	Light grey	Shade 631 of IS:5
4	HT/LT Switchboards, Distribution boards, Control & Relay panels		
	a) Indoor	Siemens	RAL 7032
	b) Outdoor	Light grey	Shade 631 of IS:5
5	UPS Panel, charger panels	Siemens	RAL 7032
6	DG Alternator	Onan Green	-
7	NGR	Light grey	Shade 631 of IS : 5
8	Motor	Light grey	Shade 631 of IS : 5
9	Lighting fittings	As per manufacturer's	As per manufacturer's
10	Cable trays	Galvanized	

Note: 1. All panels that are to be erected at CCR floor shall be painted using RAL 7032 (exterior colour). All Electrical, C&I, Fire alarm or any other panel shall have this colour.



9.3 COLOUR CODING FOR IDENTIFICATION OF PIPELINES USED IN THERMAL POWER PLANTS

Sl.No	Medium	Ground Shade		Band Shade		Remarks
		Color	Color No. as per IS:5	Color	Color No. as per IS:5	
1	Water system					
a)	Untreated or raw / service	Sea green	217	White	-	White is not included in IS - 5-2007
b)	Treated/dematerialized	Sea green	217	Light orange	557	
c)	Condensate	Sea green	217	Light brown	410	
d)	Potable water	Sea green	217	French blue	166	
e)	RO water	Sea green	217	Light orange	557	
f)	Service & clarified water	Sea green	217	French blue	166	
2	Steam system					
a)	Auxiliary steam	Aluminium	-	Signal red	537	with aluminium
3	Air system					
a)	Instrument	Sky Blue	101	White	-	White not included in IS-5 - 2007
b)	Service/Plant	Sky Blue	101	White	-	
c)	Vacuum pipes	Sky Blue	101	Black	-	
5	Gas system					
a)	Hydrogen	Canary yellow	309	Signal red	537	White is not included in
b)	Chlorine	Canary yellow	309	Dark violet	796	
c)	Carbon dioxide	Canary yellow	309	Light grey	631	
e)	Oxygen	Canary yellow	309	White	218	



Sl.No	Medium	Ground Shade		Band Shade		Remarks
		Color	Color No. as per IS:5	Color	Color No. as per IS:5	
6	Oils					
a)	LDO/HFO	Light brown	410	Brilliant green	221	
b)	Transformer oil	Light brown	410	Light orange	557	
7	Chemical feed					
a)	Acid piping (in water treatment plant)	Dark admiralty grey	632	Signal red	537	Hazard mark is given
b)	Alkali Piping (in water treatment plant)	Dark violet	796	Golden yellow	356	Hazard mark is given
8	Fire services	Fire red	536	-	-	
9	Effluent pipes	Black	-	-	-	

9.4 COLOUR CODE FOR STRUCTURAL STEEL

SL. NO	ITEM/SERVICE	COLOR	COLOR No. as per IS:5
1	Gantry girder & monorail	Brilliant green	221
2	Gantry girder & monorail stopper	Signal red	537
3	Building structural steel columns brackets, beams bracings, roof truss, purlin, side grit, louvers, stringers	Dark admiralty grey	632
4	Pipe rack structure & trestle	Dark admiralty grey	632
5	Chequered plate (Plain Face)	Black	-
6	Grating	Black	-
7	Ladder	Dark admiralty grey	632
8	Hand railing Hand rail	Signal red	537
9	Middle rail	Signal red	537
10	Toe Plate	Signal red	537
11	Vertical post	Black	-
12	Structural steel for Silo	Smoke grey	692



10 RECOMMENDED LIST OF PAINT MANUFACTURER

1. Asian Paints India Ltd
2. Shalimar Paints
3. Jotun
4. Akzonobel
5. Berger Paints
6. Good lass Nerolac Paints
7. Bombay Paints
8. Jenson & Nicholson

11 PROCEDURE OF APPROVAL OF NEW COATING MATERIAL

Following procedure recommended is to be followed for approval materials Manufactured by new manufactures (indigenous and foreign):

1. Sample shall be selected by adani and the manufacturer should arrange testing of the coating materials as per the List of tests given in Para 5 below from one of the reputed Government Laboratories. Testing charge shall be borne by manufacturer.
2. Samples of coating materials should be submitted to the Govt. Laboratory in sealed containers with batch number and test certificate on regular format of manufacturer's testing laboratory.
3. All test panels should be prepared by the Govt. testing agency colored photographs of test panels should be taken before and after the test and should be enclosed along with test report.

Sample batch number and manufacturers test certificate should be enclosed along with the report. Test report must contain detail of observations and rating if any as per the testing code.

Suggested Govt. laboratories are:

RRL, Hyderabad
HBTI, Kanpur
DMSRDE, Kanur
IIT, Bombay
BIS, Laboratories
UDCT, Mumbai



4. Manufacturers should intimate the company, details of samplesubmitted for testing, name of Govt. testing agency, date. Contactpersonnel of the Govt. testing agency. At the end of the test themanufacturer should submit the test reports to the Company forapproval. The manufacturer(s) shall be qualified based on the resultsof these tests and the Company's decision in this regard - shall be Finaland binding on the manufacturer.
5. All tests required for evaluation of acceptance coating materials forstructural steel in thermal power plant shall be as per C5-M classification in ISO 12944 – 2 relevant ISO/ASTM standards.



Types of Environment

ISO 12944 classification	Typical Environments
C1 & C2	Rural areas, low pollution. Heated building/neutral atmosphere.
C3	Urban and industrial atmospheres. Moderate sulphur dioxide levels. Production areas with high humidity.
C4	Industrial and coastal. Chemical processing plants.
C5I	Industrial areas with high humidity and aggressive atmospheres.
C5M	Marine, offshore, estuaries, coastal areas with high salinity.

