

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 1 OF 11

### CONTENTS

CLAUSE NO	DESCRIPTION
1.0	NAME OF WORK
2.0	BROAD SCOPE OF WORK
3.0	PROJECT MANAGEMENT
4.0	PROGRESS REPORTING
5.0	SERVICES TO BE RENDERED BY THE VENDOR
6.0	INSURANCE
7.0	TAXES AND DUTIES
8.0	COMPLETION PERIOD
9.0	SCHEDULE OF SUPPLY
10.0	MOBILISATION ADVANCE/INTEREST BEARING RECOVERABLE ADVANCE
11.0	CONTRACT PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT
12.0	PERFORMANCE BOND
13.0	PAYMENT TERMS
14.0	ESCALATION(PVC)OVER RUN COMPENSATION (ORC)
15.0	REVISION ON ACCEPTED CONTRACT RATE
16.0	GUARANTEE
17.0	PENALTY (Not Liquidated Damages)
18.0	MATERIAL RECEIPT CERTIFICATE (MRC)
19.0	CONSIGNEE
20.0	DESPATCH
21.0	APPROVED MANUFACTURER / SUB-VENDOR
22.0	INSPECTION & JOINT VERIFICATION (AT CONTRACTOR'S WORKS)
23.0	QUALITY PLAN
24.0	QUALITY ASSURANCE PROGRAMME
25.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
26.0	QUALITY ASSURANCE DOCUMENTS
27.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
28.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTIONS
29.0	CONTRACT PRICE
30.0	PROJECT INFORMATION
31.0	DIVISIBLE CONTRACT
32.0	OTHER TERMS

<b>ENQUIRY NO. T7J1N80918</b>		
<b>VOLUME-IC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b> (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	<b>PAGE 2 OF 11</b>

The special conditions of contract (SCC) inscribed hereunder shall be read and construed along with general conditions of contract (GCC) as part of the tender document and in case of any conflict or inconsistency, the provision of the SCC shall prevail. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volume, the same shall be brought out by the bidder before submitting their bids, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder.

<b>Clause No</b>	<b>DESCRIPTION</b>
<b>1.0</b>	<b>NAME OF WORK</b>
	The scope covers engineering, manufacture, procurement, Inspection & testing, packing, supply and documentation of pre fabricated piping spools package as per uploaded / enclosed specifications, BOQ, Dwgs, annexures etc for 4x93.1 MW RUPPL Hazira project
<b>2.0</b>	<b>BROAD SCOPE OF WORK</b>
2.1	The scope covers engineering, manufacture, procurement, Inspection & testing, packing, supply and documentation of pre fabricated piping spools package as per uploaded / enclosed specifications, BOQ, Dwgs, annexures etc for 4x93.1 MW RUPPL Hazira project
2.2	Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
2.3	The Scope of work broadly covers as per specifications under specification PY52043, enclosed / uploaded annexures, formats, dwgs etc& elsewhere in the document but shall not be limited to the following:
2.3.1	Detail design, selection, procurement, supply and of all equipment's as per specification.
2.3.2	Adhering the manufacturing quality plan documents submitted along with tender.
2.3.3	Complete manufacturing of all the equipments/sub-system including shop, field testing and assembly as per specification and attached quality plan.
2.3.4	Providing requisite sets (both hard & soft copy) of engineering drawings, data, operation & Maintenance manual if any, Storage, Preservation & Painting Manual etc. as specified elsewhere in tender specification.
2.3.5	Arranging inspection of equipments and accessories etc. at manufacturer's/sub vendor's premises.
2.3.6	Packing & transportation of the goods from the manufacturer's works/sub vendor's works.
2.3.7	Any equipment's not specified here but required to make the equipments complete shall be under the scope of the Vendor. Vendor to comply to specification and BOQ.
2.3.8	Providing preventive routine maintenance schedule of the equipment / sub-system.
2.3.9	Transportation of materials on FOR destination/site basis / CIF Mumbai basis (for foreign vendors) and door delivery of materials at site.
2.3.10	Inspection and dispatch from Prime bidder's works.
2.3.11	Preparing project execution schedule, engg schedule and manufacturing plan.

<b>ENQUIRY NO. T7J1N80918</b>		
<b>VOLUME-IC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b> (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	<b>PAGE 3 OF 11</b>

<b>3.0</b>	<b>PROJECT MANAGEMENT</b>
	To meet the need of project management, contractor shall provide the following services within quoted/ accepted prices.
3.1	<b>PLANNING &amp; MONITORING</b>
3.1.1	The contractor shall prepare L1 schedule/ network of Engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall delivery schedule.
3.1.2	Based on L1 network the contractor will prepare L2 network which will indicate exhaustive list of activities of Engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and despatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch.
3.1.3	Based on L2 network the contractor will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/BHEL hold points, responsibility of the customers/BHEL and contractor.
3.1.4	Above schedules/ networks would be submitted to BHEL sequentially by the contractor within 15 days from date of LOI /PO for review and approval and the same shall be finalized within a month.
<b>4.0</b>	<b>PROGRESS REPORTING</b>
4.1	The contractor shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL. A copy of the progress report and lookup schedule must be submitted to Purchase / PE&SD, BHEL, Hyderabad latest by 7th of every month covering the detailed progress achieved in the previous month.
4.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program.
4.3	Other provisions of Volume-IA of this tender would be applicable.
<b>5.0</b>	<b>SERVICES TO BE RENDERED BY THE VENDOR</b>
5.1	Furnishing of all document, drawing, reports, instruction manuals, etc
5.2	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
5.3	<b>DOCUMENTS</b>
5.3.1	Along with material, final documents in 5 copies shall be sent to project site and two numbers of soft copies with the following listed documents specified at 5.3.3 However one advance copy shall be handed over to BHEL-Engineering for approval before dispatching multiple sets of 5 copies to the project site
5.3.2	The contractor shall furnish 5 (Five) sets of "operation & maintenance manuals" if applicable
5.3.3	Final documents shall contain approved drawings, datasheets, inspection reports, test certificates, warrantee certificates, packing list, operation and maintenance manuals, erection and commissioning procedures ,important Do's and Donot's" etc
<b>6.0</b>	<b>INSURANCE</b>

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 4 OF 11

	The transit insurance shall be arranged and borne by vendor upto 4x93.1 MW RUPPL HAZIRA PROJECTS Site.
<b>7.0</b>	<b>TAXES AND DUTIES</b>
<b>7.1</b>	<b>EXCISE DUTY</b>
7.1.1	Excise duty actually incurred by seller/ contractor on self manufactured items against the despatch made from his factory/ works constituting a sale under the order/ contract, alone shall be reimbursed at actual against requisite documentary evidence i.e. Original Excise Invoice .
7.1.1.1	The invoice cum Excise Duty gate pass (Excise Invoice) should contain the name of ultimate consignee as specified in the order/ contract.
7.1.1.2	No excise duty shall be payable by purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than seller/ contractor's factory/ works.
7.1.1.3	The seller/ contractor is required to ensure that excise duty is properly calculated and paid and exemption and benefits are fully availed of.
7.1.1.4	Bidder to consider the benefit of CENVAT in their quoted basic price.
7.1.1.5	If the seller/ contractor claims/ obtains any refund of the excise duty paid and gets reimbursed, the same shall be refunded to the purchases immediately.
7.1.1.6	Excise duty shall be paid at actual. Additional excise duty due to statutory variation, if imposed after due date of submission of latest price offer and within contract period including extension, if any (provided reason for extension is not attributable to vendor), will be reimbursed at actual by BHEL.
7.1.1.7	No statutory variations shall be permissible beyond the contractual period.
<b>7.2</b>	<b>CENTRAL SALES TAX</b>
7.2.1	Central Sales tax shall be payable extra on submission of Tax Invoice, if the same is payable by the bidder to the respective Government Authorities meeting all statutory requirements and availing all exemption/ concessions under the Central Sales Tax Act, 1456. Bidder shall show CST separately in the Tax Invoice for inter-state sales at prevailing rate.
7.2.2	Sales tax on bought out items paid/ payable by bidder to the sub-vendors shall be borne by bidder and shall not be invoiced to / paid extra by BHEL.
7.2.3	BHEL proposes to make sale in transit as per Sec 6(2) (b) of the CST Act, 1456 where goods are moving inter-state. "C" Form shall be issued and exchanged against E-I/II Certificates based on quarterly transaction. The bidder is required to submit his request within 10 (ten) days from the end of the quarter in the specified format. No concessional forms shall be issued for goods moving within the state of Gujarat.
7.2.4	In order to obtain the benefit of Transit Sale exemption U/S 6(2), following mode of documentation shall be followed.
7.2.4.1	<b>FOR SELF MANUFACTURED ITEMS OF VENDORS</b>
	<i>In case of BOP, vendor's LR/ RR/ GR/ CN must the bear the name of BHEL as 'Consignee'.</i>
7.2.4.2	<b>FOR BOUGHT-OUT ITEMS OF VENDORS:</b>
7.2.4.2.1	<b>STEP-1</b>
	<i>Sub-vendors' LR/ RR/ GR/ CN must the bear the name of vendor as 'Consignee'.</i>
<b>7.3</b>	<b>VALUE ADDED TAX</b>
7.3.1	The bidder must be registered with the sales tax authority in the state of

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 5 OF 11

	<p>GUJARAT for supply from the state of GUJARAT. The bidder must produce copy of the Registration Certificate issued by the Sales Tax Authority. The bidder must issue "TAX INVOICE" showing VAT charged separately in case of supply from the State of GUJARAT .</p> <p>If the supply commences from Gujarat state ( dispatch station and receiving station in the same state),for those supplies local VAT is applicable.</p> <p>To avail VAT credit bidder to raise invoice in the favour of BHEL Nodal agency(i.e BHEL-PSWR , 568/1, Parpia Compound, R C Dutt Road, Vadodara-390 007 TIN No 24190101571) A/c BHEL-PE&amp;SD R.C.Puram</p>
7.3.2	<p>Bidder to consider the benefit of Input Credit of VAT in their offer.</p> <p>VAT shall be payable extra, on all items supplied from GUJARAT on submission of Tax Invoice &amp; as per tariff applicable, if the same is payable by bidder to the respective Government authorities meeting all statutory requirements and availing all exemption/ concessions under the GUJARAT Value Added Tax Act, 2005.The tax invoice pertaining to supplies made in a quarter must be presented within that quarter so as to enable BHEL to take input credit within that quarter. If BHEL is denied of the benefit of Input Credit due to late/ non submission of "TAX INVOICE", VAT shall not be paid at all.</p>
7.4	COMMON FOR CST AND VAT
7.4.1	Any variation on CST/ VAT, if imposed subsequent to latest due date of offer submission, as per NIT & TCN (Tender Change Notice), as applicable, by statutory authority within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be paid by BHEL on production of relevant supporting document to the satisfaction of BHEL.
7.5	CUSTOMS DUTY
7.5.1	Customs Duty element for imported items shall be included in basic prices. No variation in customs duty and exchange rate for imported items shall be payable by purchaser.
7.5.2	Seller/ contractor shall arrange for his own import license, if required, since purchaser will not provide any import license. Therefore, seller/ contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.
7.6	DIRECT TAX
	Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this order/ contract, as well as tax liability of the seller/ contractor and his personnel.
<b>8.0</b>	<b>COMPLETION PERIOD</b>
	The vendor shall supply materials in such a manner that entire supply gets completed within 5(five) months from the date of LOI/PO.
<b>9.0</b>	<b>SCHEDULE OF SUPPLY</b>
	The contractor shall furnish the L-1, L-2/ L-3 schedule indicating break-up of supply of various items under this specification within the stipulated completion period.
<b>10.0</b>	<b>MOBILISATION ADVANCE/INTEREST BEARING RECOVERABLE ADVANCE</b>
	No mobilization advance/Interest bearing Recoverable advance shall be given for this contract.
<b>11.0</b>	<b>CONTRACT PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT</b>
	The successful bidder to furnish Contract Performance Bank Guarantee for 10% of contract value within 30 days from the date of receipt of PO valid till completion of the contract + 3 months claim period.
<b>12.0</b>	<b>PERFORMANCE BANK GUARANTEE</b>

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 6 OF 11

	Performance Bank Guarantee for 10% of contract value shall be furnished immediately after completion of supply valid upto guarantee period + 3 months claim period.
<b>13.0</b>	<b>PAYMENT TERMS</b>
13.1	For all items of package as per rate schedule of supply, payment shall be made as per following break-up of basic price.
13.1.1	<p>Supply:</p> <p><b>For Indigenous Vendors :</b></p> <p>I) Supply: 90% against dispatch documents and after receipt of materials at site (payable on site certification i.e. acknowledged LR) and balance 10% shall be payable after i) Receipt of O &amp; M manuals, final drawings along with CDs ii) Submission of performance BG (from a nationalized Bank) for the 10% of order value valid for guarantee period + 3 months claim period iii) Submission of E1 forms against exchange of C form from BHEL. All documents are to be submitted directly to us, and not through Bank.</p> <p>The Taxes and duties that are reimbursed would be the one applicable as on the scheduled purchase order delivery date or the amount actually paid whichever is less.</p> <p>II) Payment shall be made within 90 days (45 days in case of MSEs (Covered under MSME Act) which are registered and renewed periodically with BHEL) after receipt of clear bill along with relevant supporting documents from you (applicable to every bill).</p> <p><b>For Foreign Vendors :</b></p> <p>i) Irrevocable Letter of credit shall be established for 100% (less Indian agency commission) of the value before 1 month of confirmed date of dispatch, valid for 3 months including bank negotiation period of 21 days from the date of opening. This shall be indicated in LC terms. LC is encashable against Shipping Documents and submission of inspection Report negotiated through Bank. Any LC Confirmation or Validity Extn charges are to suppliers A/c. LC shall be opened only in the name of vendor on whom purchase order is placed. (OR)</p> <p>ii) Cash against documents / Sight draft</p> <p>Purchaser can also accept payment terms against presentation of documents to the Purchaser's Bank / sight draft. All banking charges outside India will have to be borne by the supplier.</p> <p>Performance Bank Guarantee shall be submitted for 10% of order value valid for guarantee period + 3months claim period and shall be confirmed by Indian bank.</p>
	Dispatch documents shall mean the following :
13.1.2.1	Invoice/ excisable invoice in original.
13.1.2.2	LR / RR (consignee copy). Bill of lading/AW Bill in case of foreign bidders.
13.1.2.3	Packing list, Guarantee/warrantee certificates
13.1.2.4	BHEL IRN (Inspection Release Note) by BHEL / BHEL nominated Inspection Agency, inspection & test certificate, Guarantee Certificate, Warranty Certificate etc. wherever applicable.
	No advance payment shall be made.
	No interest, whatsoever, shall be payable by purchaser on any bank guarantee submitted or any amount due to the vendor.
13.1.3	Payment shall be made within 90 days (45 days in case of Industries registered as SSI with BHEL) after receipt of clear bill along with relevant supporting documents from you (applicable to every bill).

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 7 OF 11

13.2	Detailed billing schedule for 'Supply' shall be submitted by the successful vendor to BHEL for approval within 60-days of LOI/PO.
14.0	<b>ESCALATION(PVC)/OVER RUN COMPENSATION(ORC)</b> Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Over run compensation is not applicable for this package.
15.0	<b>REVISION ON ACCEPTED CONTRACT RATE</b> No revision of rate shall be applicable in the event the completion period is extended for any reason whatsoever.
16.0	<b>GUARANTEE</b>
16.1	Full Guarantee for the performance of the equipment and total system, for a period of 24 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier shall be considered.
16.2	Other provision shall be as per the GCC.
17.0	<b>PENALTY (Not Liquidated Damages)</b>
17.1	<b>Supply:</b> Subject to force majeure, if vendor fail to complete the scope of tender within aforesaid completion period, BHEL shall have the right to recover as penalty a sum equivalent to 0.5 % (half percent) of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (Ten percent) of the order value. <b>Deviated Penalty:</b> Any loading on Penalty clause shall be 10% or to the extent to which it is not agreed to by the vendor.
17.2	BHEL shall deduct the amount of such compensation from any money due or which may become due to the vendor and/or recover such compensation from the bank guarantees/ security deposit of the vendor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.
17.3	BHEL reserve the right to cancel the order/ contract or a portion thereof at the risk & cost of the vendor and the vendor shall be liable to BHEL for any excess costs thereof.
17.4	The vendor shall continue the performance of the order/ contract under all circumstances, to the extent not cancelled.
18.0	<b>MATERIAL RECEIPT CERTIFICATE (MRC)</b> MRC shall be issued by BHEL site or their authorized representative after the material is received at site in good condition.
19.0	<b>CONSIGNEE</b> Will be intimated at the time of dispatch
20.0	<b>DESPATCH</b>
20.1	All materials/ plants/ equipment's shall be transported by road including ODC consignment. Dispatch shall only be made after inspection by BHEL / BHEL TPIA (BHEL Third Party Inspection Agency).
20.2	No consignment shall be dispatched on SELF basis. Material shall be dispatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to site store shall be in the scope of vendor.
20.3	Each package should carry the packing slip / details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.
20.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 8 OF 11

	all respect and the plant / equipment is taken over by the owner the goods shall remain with the custody of the bidder.
<b>21.0</b>	<b>APPROVED MANUFACTURER / SUB-VENDOR</b>
	For bought out items, bidder have to adhere to the list of sub-vendors, indicated against each line item in the technical specification
<b>22.0</b>	<b>INSPECTION &amp; JOINT VERIFICATION (AT VENDOR'S WORKS)</b>
	Prior to dispatch, the materials would be offered by the vendor for joint inspection at the contractor's works as detailed in this tender specification for which the contractor would serve the advance notice of 15 days for inspection call to BHEL.
<b>23.0</b>	<b>QUALITY PLAN</b>
	The bidder shall comply to the quality assurance plan documents submitted along with the tender.
<b>24.0</b>	<b>QUALITY ASSURANCE PROGRAMME</b>
	To ensure that the equipment & services under the scope of the contract whether manufactured/performed at contractors works or at his subcontractor's premises or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme to control activities as necessary. Such programme shall be outlined by the contractor and shall be finally accepted by BHEL/ owner /authorised representative. A quality assurance programme of the contractor shall generally cover the following.
24.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance programme.
24.2	System for site erection control including process controls and fabrication and assembly controls.
24.3	The procedure for purchase of materials, parts, components and selection of subcontractor's service including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.
24.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
24.5	Control of non-conforming items and system for corrective actions.
24.6	Inspection and test procedure for all site related works.
24.7	Control of calibration and testing of measuring and testing equipment.
24.8	System for quality audit.
24.9	System for indication and appraisal of inspection status.
24.10	System for authorizing release of manufactured product to BHEL.
24.11	System for handling storage and delivery.
24.12	System for maintenance of records.
24.13	Furnishing of Quality Plan for manufacturing and Field activities detailing out the specific quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment /component.
<b>25.0</b>	<b>GENERAL REQUIREMENTS - QUALITY ASSURANCE</b>
25.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Programme. An indicative programme of inspection/tests to be carried out by the contractor for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive programme as it is the responsibility of the contractor to draw up and implement such programme duly approved by BHEL.

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 9 OF 11

25.2	Manufacturing Quality plans will detail out for all the equipment and components, various tests/inspection to be carried out as per requirement of this specification and standards mentioned therein and the quality practices and procedures etc to be followed by the contractor's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing /performance testing.
25.3	The bidder shall furnish the copies of the reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc. as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents /standards etc. will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In Quality Plans, BHEL/ authorized representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, Quality Plan and Applicable standards must be documented and referred to BHEL for approval & disposition.
25.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection and shall not in no way limit the liabilities and responsibilities of the Contractor in earning satisfactory performance of equipment as per specification.
25.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of BHEL/ owner.
<b>26.0</b>	<b>QUALITY ASSURANCE DOCUMENTS</b>
26.1	The contractor shall be required to submit the following Quality Assurance Documents within 2 weeks after dispatch of the equipment.
26.1.1	Test report of components.
26.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
26.1.3	Nondestructive examination results/ reports including radiography interpretation reports.
26.1.4	Welder identification list listing welders and welding operator's qualification procedures and welding identification symbols.
26.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
26.1.6	Stress relief time temperature charts.
26.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
26.1.8	Inspection Report duly signed by QA Personnel of BHEL / BHEL TPIA and contractor for the agreed inspection hold points .During course of inspection the following will also be recorded.
26.1.8.1	When some important work repair work is involved to make the job acceptable.
26.1.8.2	The repair work remains part of the accepted product quality.
26.1.8.3	Letter of conformity certifying that the requirement is in compliance with finalized specification requirements.
<b>27.0</b>	<b>INSPECTION, TESTING AND INSPECTION CERTIFICATES</b>
27.1	The Engineer, his duly authorised representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 10 OF 11

	during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the contractor shall obtain for the Engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on contractor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be contractor's responsibility and same has to be carried out within the quoted price.
27.2	To facilitate advance planning of inspection in addition to giving inspection notice the contractor shall furnish quarterly inspection programme indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
27.3	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The contractor shall give the Engineer/Inspector 15 days written notice of any material being ready for testing .Such test shall be to the contractor's account except for the expenses of the Inspector .The Engineer/Inspector ,unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test /inspection failing which the contractor may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
27.4	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to the contractor of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The contractor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
27.5	When the factory tests have been completed at the contractor's or subcontractor's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of contractor's test certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
27.6	In all cases where the contractor provides the tests at the premises of the contractor or any subcontractor, the contractor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
<b>28.0</b>	<b>OPERATING MANUAL AND MAINTENANCE INSTRUCTIONS</b>
28.1	The contractor shall provide all necessary operating & maintenance (O&M) manual if any for OEM and bought out items. Initially draft copy shall be submitted by bidder for BHEL review and approval.
28.2	The information which shall be contained in loose stiff backed covers, shall include following –Data sheets, catalogues, test certificates in addition to whatever has been specified in specification of this tender.

ENQUIRY NO. T7J1N80918		
VOLUME-IC	SPECIAL CONDITIONS OF CONTRACT (Supply of Pre-Fabricated Piping Spools Package for 4x93.1 MW RUPPL Hazira)	PAGE 11 OF 11

28.2.1	A complete set of documents containing data sheets, catalogues, test certificates with material identification details for all the items.
28.2.2	Mandatory spares list, recommended spares list.
28.2.3	Service Manuals for all plant and equipment giving full descriptions of the main items and auxiliary items.
28.2.4	A schedule of recommendations for routine maintenance of all equipment inspection point, information on detection, cause and rectification of troubles and faults.
28.2.5	A lubrication schedule with all necessary drawings.
28.2.6	Manufacturer's literature for all the self manufactured and bought out items.
28.3	Acceptance of O & M Manual is subject to approval of BHEL.
<b>29.0</b>	<b>CONTRACT PRICE</b>
	Bidder shall quote their price as per the format of price schedule (Latest revision) only. HY/PESD/RIL/FIP/ 001
<b>30.0</b>	<b>PROJECT INFORMATION</b>
	<p><b>(RUPPL, HMD, Hazira)</b></p> <p>1 Purchaser : M/s Reliance Utilities and Power Pvt. Limited  2 Project Title : 4X93.1 MW STG Packages for CCPP Project  3 Location : Village - Mora, Dist-Surat, State-Gujarat(India)  4 Address Detail : 4x93.1 MW STG Package Reliance Utilities and Power Pvt. Ltd  Village – Mora, Dist.- Surat  Pin Code- 394510, Gujarat State, India  5 Nearest Railway Station : Surat, Gujarat  6 Road Approach : SH 6  7 Nearest Air Port : Surat  8 Nearest Port : Adani Hazira Port Pvt. Ltd.  9 Data of Seismic Design : As per IS 1893  10 Average Annual Rainfall : 1205 mm  11 Ambient Air Temperature (Average) : a) Maximum : 36.50 C  b) Minimum : 14.20 C:  12 Soil Bearing Capacity : 20 T / m2</p>
<b>31.0</b>	<b>DIVISIBLE CONTRACT</b>
	Notwithstanding anything stated elsewhere in this tender, the contract to be awarded shall be on overall L1 basis
	But the two contracts shall not in any way dilute the responsibility of the bidder for the successful completion of the job as per tender specification and both the contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall automatically be classified as a breach on the other contract which will confer a right on BHEL to terminate the other contract at the risk and cost of the bidder.
	The title of the ownership of goods to be supplied shall pass on to the owner on receipt of the material at site on FOR destination.
<b>32.0</b>	<b>OTHER TERMS</b>
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IA as applicable.