



BOKARO POWER SUPPLY COMPANY (P) LIMITED

**TENDER SPECIFICATION
FOR
REPLACEMENT OF EXISTING 100 ATA & 39 ATA
STEAM PIPELINES OF TPP**



**VOLUME – I
(COMMERCIAL)**



PREPARED BY



**MECON LIMITED
RANCHI-834002**

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100ATA & 39ATA STEAM PIPELINES OF TPP, BPSCL	
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CONTENTS

Section No.	Description
A	INVITATION FOR BIDS (IFB)
B	BID DATA SHEET (BDS)
C	INSTRUCTIONS TO BIDDERS (ITB)
D	FORM OF CONTRACT AGREEMENT
E	SPECIAL CONDITIONS OF CONTRACT (SCC)
F	GENERAL CONDITIONS OF CONTRACT (GCC)
G	SAFETY CODE FOR CONTRACTORS

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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SECTION - A

INVITATION FOR BIDS

REPLACEMENT OF 100ata & 39 ata STEAM PIPE LINE INSIDE THE POWER PLANT

1. Bokaro Power Supply Company (P) Ltd (BPSCL)*, hereinafter referred to as "Employer", invites sealed bids from eligible Domestic Bidders for Design, engineering, fabrication, manufacture, assembly, procurement, shop testing, painting, inspection, supply, transportation to site, unloading and storage at site, handling at site, insurance, site painting as required, and erection, testing & commissioning of 100 & 39 ata piping system along with all supports & supporting structures, valves (manual / motorized), instrumentation equipments and associated civil & structural work etc. on divisible turnkey basis for the complete scope as detailed in enclosed Technical Specification and Commercial Volume.
2. Salient features of the of the bid

Tender No. & Date	BPSCL/CEO/P&C/17-18/C-159/NIT-678/5096 Date 25.10.2017
Package Description	Dismantling of existing 100 & 39 ata piping system along with all valves (manual / motorized) & instrumentation equipments including disposal of scraps. Design, engineering, fabrication, manufacture, assembly, procurement, shop testing, painting, inspection, supply, transportation to site, unloading and storage at site, handling at site, insurance, site painting as required ,and erection, testing & commissioning of 100 & 39 ata piping system along with all supports & supporting structures, valves (manual / motorized), instrumentation equipments and associated civil & structural work etc. on divisible turnkey basis as detailed in enclosed Technical Specification No. MEC/11/S3/Q7CZ/TS-1, Rev.02 and Drawings and Documents attached / annexed thereto.
Cost of Bidding Document (Non Refundable, Not Transferable and Not Exempted)	Rs.15,750/- (Indian Rupees Fifteen Thousand) only including GST @5%. The cost of Bidding Documents shall be payable by Demand Draft (DD) / Bankers Cheque / Pay Order. The instruments mentioned herein, shall be submitted from an Indian Scheduled or Nationalised Bank, other than a Co-operative or Gramin Bank, preferably located at Bokaro Steel City, The DD/Banker's Cheque/Pay Order has to be drawn in favour of " Bokaro Power Supply Co. (P) Ltd. " and payable at par at Bokaro Steel City.
Last Date and Time for receipt of Bid	22.12.2017 up to 12:00 Hrs IST
Place of Submission of Bid	Office of the DGM (P&C) Bokaro Power Supply Company (P) Ltd. Hall No. : M-01,Old Administrative Building

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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	Ispat Bhawan, Bokaro Steel City-827001 Telephone No. +91(6542) 240380 Fax No. +91(6542) 247062
Date And Time Of Opening Of Part-I: Cost of Bidding Documents & Bid Security And Part-II: Technical Part, Commercial Part, Integrity Pact & Unpriced Copy Of Price Bid.	22.12.2017 by 12.30 Hrs “Indian Standard Time” (IST). At first, Part-I of Bids will be opened. Subsequently Part-II of Bids of only those Bidders shall be opened who would have furnished Cost of Bidding Documents and Bid Security as per stipulations of the IFB.
Bid Security / Earnest Money Deposit	Rs.15,00,000/- (Rupees Fifteen Lakh) only. In case of forfeiture of EMD by BPSCL, the bidder is required to reimburse the applicable GST to BPSCL.
Time For Completion	Time for Completion: 20 (twenty) Months from Effective Date of the Contract. The Effective Date of Contract shall be the date of signing of Contract or 30 days from date of Letter of acceptance (LOA), whichever is earlier.
Validity of Bid	180 (one hundred eighty) days from the date of opening of PART-I.
Validity of Bid Security Bank Guarantee	One year, including breathing period of 90 days, from the date of opening of PART-I.
PRE- BID Conference	Pre-Bid conference will be held at Adm. Building Office on 30.11.2017 from 11.00 Hrs “Indian Standard Time (IST)” . Interested Bidders shall intimate BPSCL about their participation in Pre-Bid Conference and send their queries one week prior to date of Pre-Bid conference through e-mail at purchase.bpscl@gmail.com
REVERSE AUCTION	Rate Finalization: BPSCL reserves the right to finalize the rate through either of the following modes: <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> a. Either through Online Seal Bid Price Bid obtained just before Reverse Auction <p style="text-align: center;">OR</p> b. Opening of Online Price <i>submitted on www.buyjunction.in</i> at the time of submission of techno-commercial bid. 2. Through Reverse Auction to be conducted by our service provider M/s. mjunction. 3. If RA is not concluded for any reason, RA may be re-launched or case may be determined on the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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	<p>basis of online price received along with the techno-commercial bid.</p> <p>4. Where it is decided not to conduct the RA, the techno-commercially accepted bidders shall be asked to submit online sealed decrement/s. In this case – On line price bid/s and online decrement, as decided by BPSCL, shall be opened together on same day and case be processed.</p>
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3. **ELIGIBILITY CRITERIA**

Bidders should meet technical and financial requirements as given herein below.

1. **Technical Eligibility Requirements:**

- 1.1. The bidder shall have successfully completed, in the last 07 (seven) years ending last day of the month previous to the one in which offers are invited, at least 02 (two) nos. works involving dismantling of high pressure (at least 60 ata, 480 °C) pipelines and design, engineering, supply, erection, testing & commissioning of high pressure (at least 60 ata, 480 °C) pipelines / boiler pressure parts of Grade ASTM A335 P91 / P22 or equivalent in different industries like Power Plant / Steel Plants / Refineries.
- 1.2. The jobs mentioned in Para 1.1 above must have completed at least 02 (two) years of successful operation and must be in working condition as on the date of issuance of NIT / Enquiry.
- 1.3. The Bidder shall submit details of past experience along with documentary evidence duly certified by notary public, such as attested copies of award letter / Contract Agreement(s) / Work Order(s) / Purchase Order(s) along with Completion Certificates and Performance Certificates of previous jobs / works executed by them from the respective Client(s) / Customer(s) in support of their meeting the above stipulated technical requirement. The values of the work orders / purchase orders, submitted as above, shall be as per the following:
 - a) Value of work order / purchase order for one completed work shall not be less than Rs. **17.584 crores**
 - or
 - b) Value of each work order / purchase order for two completed works shall not less than Rs. **10.99 crores**
 - or
 - c) Value of each work order / purchase order for three completed works shall not be less than Rs. **8.792 crores.**

Note: The Bidder shall also submit the following additional information (in tabular form) in respect of each Client / Customer, duly certified by the respective Client / Customer.

- a) Name of Contact Person(s)
- b) Telephone no., FAX no. and E-Mail ID of Contact Person(s)
- c) Contractual time of completion
- d) Actual time of completion

2. **Financial Eligibility Requirements:**

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 2.1. Average Annual Turnover of the Bidder shall not be less than **Rs. 32.97 crores (Indian Rupees Thirty Two Crores and Ninety Seven Lakhs) only** during last three (03) consecutive financial years ending 31.03.2017.
- 2.2. The Bidder shall submit notarized copies of Audited Annual Financial Reports, including Profit & Loss Account, for last 3 (three) consecutive financial years ending 31.03.2017 in support of their meeting above stipulated financial requirements.
- 2.3. Alternatively, where audited annual account is not mandatory as per rule, Bidder may submit a Certificate from a Chartered Accountant stating Annual Turnover for the last three consecutive financial years ending 31.03.2017 duly notarized in support of their financial requirements. Employer reserves the right to verify / determine Bidder's turnover based on Financial Reports posted in Bidder's website, if any.
- 2.4. In case of Consortium, the Average Annual Turnover mentioned against package above is for combined turnover of all the Consortium members.
- 2.5. Gross Sales shall be considered for the purpose of determination of turnover.
3. **Experience as a Sub-contractor** for similar work shall not be considered for determining eligibility of a Bidder.
4. **Consortium Requirements:**
 - 4.1. Bidder may quote as a consortium of not more than three members. The Consortium members should individually or collectively fulfill the requirements of Clause 1.1 to 1.3 above and shall furnish along with the Bid, an agreement, in prescribed format jointly executed by them for successful replacement of 100 ata / 540°C, 39 ata / 420°C pipelines/collectors.
 - 4.2. All other terms and conditions for participation in the tender as a Consortium shall be as per Clause 8.3 (b).
 - 4.3. Each member of the Consortium shall furnish Audited Statement of Accounts, Auditors Report and the Directors' Report for the last three consecutive financial years along with the Bid.
 - 4.4. The Average Annual Turnover of any of the members of the Consortium should not be less than **Rs.3.30 Crores** during the preceding three consecutive financial years as on the date of Bid submission. The Bidder(s) must submit the Audited Financial statements in support of this.
5. **Other Conditions:**
 - 5.1. Notwithstanding anything stated above, BPSCL reserves the right to assess the Bidder's capability and capacity to perform, should the circumstances warrant such assessment in the overall interest of BPSCL.
 - 5.2. The Bidder shall submit authenticated documentary evidence of all above along with the tender.
 - 5.3. The original documents are to be produced on demand.
6. The tender document consists of:-
 - i) Invitation for Bid (IFB)



	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- ii) Bid Data Sheet (BDS)
 - iii) Instruction to Bidders (ITB)
 - iv) Form of Contract Agreement
 - v) Special conditions of contract (SCC)
 - vi) General Conditions of Contract (GCC)
 - vii) Safety code for contractors
 - viii) Technical Specification No. MEC/11/S3/Q7CZ/TS-1, Rev-02 and Drawings & Documents attached / annexed thereto, if any.
7. Entire Bidding Documents along with detailed IFB are available on website- <http://www.bpscl.com> . A prospective Bidder can download the documents for the purpose of preparation & submission of its Bid
8. Void
9. Bids must be accompanied by the bid security in the following forms:
- (a) a Bank Draft / Pay Order or
 - (b) a Bank Guarantee from a scheduled commercial bank in the form provided in the bidding documents having validity as specified in ITB Clause 11.2
10. It shall be the responsibility of the persons submitting the bid to ensure that the bid has been submitted in the formats and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of Employer / Consultant. In case any tampering/ unauthorized alteration is noticed in the Bid submitted from the Bidding Document available on the websites, the said Bid shall be summarily rejected and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder may be separately indicated for acceptance or otherwise by Employer. Such proposed deviations will not be treated as tampering for the purpose of application of the clause.
11. Bidder may visit the site to get acquainted with the site conditions, if so desired, before submitting the offer.
12. Bidders are expected to submit all necessary documents for proper assessment, the Bidder shall have to furnish the same within ten (10) days from the date of intimation. The bids shall be submitted at the office and address as mentioned above.
13. The **Part-I – Bid Security and Cost of bidding document, Part-II – “Techno-Commercial Bid”** will be opened in presence of the Bidder’s representatives who choose to attend at the time & date and at the office and address as mentioned above, **Part-III – “Online Price” bids** will be opened later on and print out of status of price bid submission will be available for viewing by the Bidder’s representatives, if so desired. The date, time & place etc. shall be informed after evaluation of Technical & Commercial bids.
- The bid not accompanied by requisite Cost of bidding document, Integrity Pact and Bid Security duly signed by authorised person on behalf of the Bidder(s) in Part-I / Part-II shall not be considered for further evaluation.
14. Bidder should furnish their Income Tax Permanent Account Number (PAN) issued by Indian Income Tax Authority, **GSTIN**, Latest Income Tax Return, Bank details like name of bank, branch, branch code, Bank Account Number and Certificate of incorporation along with the bid.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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15. The Bidders may be required to explain/ justify the basis of their quoted price as and when asked for. In case, any bidder fails to justify his quoted price or refuse to co-operate in this regard, such bidder will not be considered for participating in the re-tendering, if the contract is not finalized from the present bidding.
16. Employer takes no responsibility for delay, loss or non-receipt of documents sent by post. No financial obligations shall accrue to Employer in such an event.
17. Employer reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidder(s). Mere purchase and submission of tender document shall not mean fulfillment of selection requirements of the Bidder(s).
18. The Bidder is expected to examine all instructions, forms, terms, specifications and other information and associated other requirements stipulated in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
19. Deviations seeking any change in the text of various Clauses or Articles shall not be accepted. Bidder (s) may list deviations, only in respect of intended effect as perceived by them.
20. All correspondence with regards to this tender enquiry shall be made at the following address:
Office of the DGM (P&C)
Bokaro Power Supply Co. (P) Ltd
Hall No: M-01, Old Administrative Building
Ispat Bhawan, Bokaro Steel City-827001
Telephone No. +91(6542) 240380
Fax No. +91(6542) 247062
Email: purchase.bpscl@gmail.com
21. Issuance of Tender Document will not be construed to mean that such Bidders would be automatically considered.

Yours truly,
Sd-
for & on behalf of
Bokaro Power Supply Company (P) Ltd
Office of the DGM (P&C)
Hall No: M-01, Old Administrative Building
Ispat Bhawan, Bokaro Steel City-827001



	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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SECTION – B



BID DATA SHEET

The following bid-specific data for the Facilities including Structures / Plant and equipment to be procured, installed & commissioned, shall amend and/or supplement the provisions in the Invitation for Bids (IFB) and Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the IFB and ITB.

Name of Facilities	REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP
Contract Name	Replacement of 100 ata & 39 ata Steam Pipe Line Inside The Power Plant, BPSCL complete in all respect as identified for this package on divisible turnkey basis as detailed in enclosed Technical Specification (TS) No. MEC/11/S3/Q7CZ/TS-1,Rev.02
Name of Employer	Bokaro Power Supply Co. (P) Ltd
Employer details	Bokaro Power Supply Co. (P) Ltd Hall No: M-01, Old Administrative Building Ispat Bhawan, Bokaro Steel City-827001
Name of Consultant	MECON Limited, Ranchi
Language of bid ITB 7.1	Language of bid shall be in English language. In case any document is submitted by Bidder in other than English language, authenticated English translation of the same shall be submitted along with the bid.
Spares ITB 8.3 (c) (ii)	Applicable
Alternative Bids ITB 8.3 (f)	Nil
Bid Currencies	Indian Rupees
Amount of Bid Security ITB 11.1	Rs.15,00,000/- (Indian Rupees Fifteen Lakhs) only In case of forfeiture of EMD by BPSCL, the bidder is required to reimburse the applicable GST to BPSCL.
Bid Validity Period ITB 12.1	Bid shall be valid for 180 days from the date fixed for submission of bids.
Copies ITB 13.1, 17.2 (a)	Original and three (3) along with soft copy in CD
Bid Submission ITB 14.2, 15.1	Address for bid submission Office of the DGM (P&C) Bokaro Power Supply Co. (P) Ltd Hall No: M-01, Old Administrative Building Ispat Bhawan, Bokaro Steel City-827001 Telephone No. +91(6542) 240380 Fax No. +91(6542) 246072 Email: purchase.bpscl@gmail.com Deadline for bid submission is on 22.12.2017 12.00 Hrs (IST)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Bid Opening ITB 14.2 (b) & 18.1	Bids shall be opened at 12:30 Hrs (IST) on 22.12.2017 in the office Office of the DGM (P&C) Bokaro Power Supply Co. (P) Ltd Hall No: M-01, Old Administrative Building Ispat Bhawan, Bokaro Steel City-827001 Telephone No. +91(6542) 240380 Fax No. +91(6542) 247062 Email: purchase.bpscl@gmail.com
Deviations in Bid ITB 20.3	Generally no deviation is acceptable against the tender documents.
Technical evaluation of bid	Technical evaluation shall be carried out in accordance with the requirements set forth in Technical Specification included in the Bidding document.
Conversion to single currency ITB 26.2	Not Applicable
Bid Prices and Price bid evaluation	<ol style="list-style-type: none"> 1. Price shall be quoted for complete scope in accordance with terms & conditions and Technical specifications and along with applicable GST prevailing 7 (seven) days before date of submission of Original Price Bids or Updated Price Bid, whichever is later. 2. Void 3. The bids received shall be evaluated for arriving at the L1 techno-commercially acceptable bidder on Landed Cost basis, excluding GST 4. Void 5. Prices for two years' operational spares shall not be taken for evaluation. 6. Prices for Post Commissioning Services shall not be taken for evaluation. 7. Any item under Price Schedule not quoted by a Bidder but required to be quoted in the Price Bid shall be deemed to have been included in the total bid price.
Time Schedule ITB 25.5 (b)	Time For Completion: The successful bidder shall be required to complete the whole work within Twenty (20) months from the effective date of Contract.
Performance Guarantees ITB 25.5 (c)	The Bidder shall quote his price conforming to the Guarantee parameters as specified in the Technical Specifications
LD for non-fulfillment of Performance Guarantee Parameter (Article-8.2 of FOCA and GCC 27)	Not Applicable

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Additional details on the evaluation ITB 25.5 (e)	Not Applicable
Amount of Performance Security (Performance Bank Guarantee) ITB 33.1	Performance Security amount shall be ten percent (10%) of the Total Contract price in Indian Rupees. In case of forfeiture of PBG by BPSCL, the bidder is required to reimburse the applicable GST to BPSCL.
Integrity Pact ITB 38.1	Applicable
Mobilization Advance	No mobilization advance shall be paid.
Two years O&M spares	Not required for this package
Post commissioning services	Not required for this package

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
---	--	---

SECTION – C

INDEX

A. Introduction

1. Eligible Bidders
2. Facilities - Plant, Equipment, & Services
3. Cost of Bidding

B. The Bidding Document

4. Content of Bidding Documents
5. Clarification of Bidding Documents
6. Amendment of Bidding Documents

C. Preparation of Bid

7. Language of Bid
8. Documents Comprising the Bid
9. Bid Form and Price Schedules
10. Bid Prices
11. Bid Security
12. Period of Validity of Bid
13. Format and Signing of Bid

D. Submission of Bids

14. Sealing and Marking of Bids
15. Deadline for Submission of Bids
16. Late Bids
17. Modification and Withdrawal of Bids

E. Opening and Evaluation of Bids

18. Opening of Bids by Employer
19. Clarification of Bids
20. Techno-Commercial Evaluation of Bid
21. Techno-Commercial Evaluation of Bid - Review of Alternative Bids
22. Qualification


	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
---	--	---

F. Clarification Meeting

23. Clarification of Bids and Review of Bidders' Proposed Deviations & Alternative Solutions
24. Updated Technical, Commercial and Price Bid
25. Price Bid Evaluation
26. Conversion to Single Currency
27. Contacting the Employer

G. Award of Contract

28. Changes in Qualification Status
29. Award Criteria
30. Employer's Right to accept Any Bid and to reject any or All Bids
31. Notification of Award
32. Signing of Contract Agreement
33. Performance Security (Performance Bank Guarantee)
34. Risk Purchase Action
35. Transfer of Bid Document
36. Funding by Bidder
37. General
38. Compliance with Company Law

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Annexure to ITT

Annexure – 1	Bid Form	
Annexure – 2	Bid Security Bank Guarantee Form	
Annexure – 3	Void	
Annexure – 4	Void	
Annexure – 5	Declaration by Bidder	
Annexure – 6	Deviations	
Annexure – 7	Check List for submission of Bid	

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Eligible Bidders

- 1.1 This Invitation for Bids, issued by the Employer, is open for **Domestic Bidders** (i.e., Indian Bidders) only (either in sole or in consortium) meeting the eligibility criteria stipulated in IFB.
- 1.2 Bidders who are associated for this Tender with Consultant or any of its associates that have been engaged by the Employer to provide Consultancy Services for the preparation of design Specifications & other documents to be used for procurement of the Facilities to be purchased and installed under this Invitation are ineligible to bid for this tender.

Bidder shall not directly or indirectly, take any service or assistance from the above referred Consultant for the above work, if he becomes successful Bidder.
- 1.3 The Employer's Consultant(s) for the Facilities shall not be eligible to submit their bid.

2. Facilities - Plant, Equipment & Services

- 2.1 For the purposes of these Bidding Documents, the word "Facilities" means the plant and equipment to be designed, manufactured, supplied and installed as per scope of Bidding Document, under the Contract. The words "plant & equipment," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract (GCC).

3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. Content of Bidding Documents

- 4.1 The Facilities required, bidding procedures, Contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents include the following sections:
 - 1) Invitation for Bids (IFB)
 - 2) Bid Data Sheet
 - 3) Instructions to Bidders (ITB) and Annexure 1-7
 - Annexure-1: Bid Form
 - Annexure-2: Bid Security Bank Guarantee Form
 - Annexure-3: Void
 - Annexure-4: void
 - Annexure-5: Declaration by Bidder
 - Annexure-6: Deviations
 - Annexure-7: Check list for submission of Bid
 - 4) Form of Contract Agreement and Appendices 1-6

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
---	--	---

- Appendix-1: Price Schedules
- Appendix-2: Time Schedule
- Appendix-3: Terms of Payment
- Appendix-4: Price Adjustment due to Variation in Price Indices
- Appendix-5: Performance Guarantees
- Appendix-6: List of Approved Vendors
- 5) Special Conditions of Contract (SCC)
- 6) General Conditions of Contract (GCC) & Annexure I-IX
 - Annexure I – Performance Bank Guarantee
 - Annexure II – Bank Guarantee for release of payment against Commissioning Certificate; Performance Guarantee Certificate; Final Acceptance Certificate
 - Annexure III - Performa for Custody cum Indemnity Bond
 - Annexure IV - Form of Preliminary Acceptance Certificate
 - Annexure V - Form of Commissioning Certificate
 - Annexure VI - Form of Performance Guarantee Certificate
 - Annexure VII - Form of Final Acceptance Certificate
 - Annexure VIII - Form of change Order
- 7) Safety in Contract Works (as per IPSS: 1-11-011-01)
- 8) Technical Specifications (TS)

4.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Clarification of Bidding Documents

5.1 The Bidder is required to carefully examine the Bidding Documents, terms & conditions of Form of Agreement, drawings and other details relating to work given in the Bidding Documents and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. Bidder is deemed to have known the scope, nature and magnitude of the work and the requirements of materials, labour involved, site conditions, etc.

5.2 Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing or by telefax or e-mail at the Employer's mailing address. In particular, if a Bidder desires to seek any clarification on the documents including those listed in **ITB Sub-Clause 20.2**, such a clarification should be raised at this stage. The Employer will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than 7 (seven) days prior to the date of Pre Bid discussion.

Any clarification issued as above would be put on the Employer's web site. All Bidders would be presumed to have examined all clarifications on the website & have submitted their bids accordingly. In case any queries remain un-replied, it shall be construed that in respect of those queries, the respective stipulations of the Bidding Documents shall continue to apply and/or no new stipulations are made with respect to those queries.

5.3 The Bidder and any of its authorized personnel or representative will be granted permission by the Employer to enter upon its premises and lands for the purpose of inspection, but only upon the condition that the Bidder, its personnel and representative will release and indemnify the Employer and its representatives from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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inspection.

- 5.4 The Bidder shall be deemed to have acquainted itself of local/ Government taxes, duties, laws, statute, regulations, levies and other charges relating to supplies to be made, services to be rendered and works to be done at site as applicable at the work site.
- 5.5 Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information or on any other matter affecting the Bidder, shall not relieve the Bidder from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

6. Amendment of Bidding Documents

- 6.1 At any time, but latest 10 (ten) days prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- 6.2 The amendment will be notified in writing or by telefax or e-mail, to all Bidders (who have attended Pre Bid discussions or who have sought clarifications) and will be binding on them. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.
- Any amendment issued prior to submission of Bids would be put on the Employer's web site. All the Bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly.
- 6.3 In order to afford Bidders reasonable time to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids in which case the Employer will notify all the Bidders (who have attended Pre Bid discussions or who have sought clarifications) in writing or telefax or e-mail, of the extended deadline. Notification of extension, if any, of the deadline for submission of bids, shall be put on the Employer's web-site also.

C. PREPARATION OF BID

7. Language of Bid

- 7.1 The bid prepared by the Bidder and all correspondence & documents related to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Bid submitted in any other language is liable to be rejected. In case any printed literature furnished by the Bidder, is written in another language, it must be accompanied by a translation of its pertinent passages in the English language and for the purposes of interpretation of the bid, such translation shall govern.

8. Documents Comprising the Bid

- 8.1 The bid duly completed and signed by the Bidder together with Attachments identified in **ITB Sub-Clause 8.3** hereof, should be submitted and shall comprise the following documents in separate sealed covers:

Part-I: This part shall be marked as Part-I "Cost of Bidding Documents & Bid Security" and shall not contain any technical, commercial component or price at all.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Part-II: This part shall be marked as “Part-II: Technical Part & Commercial Part” containing documents for Eligibility Criteria Fulfillment & Techno-Commercial Bid (**Hard Copy**) along with system generated acknowledgement for online submission of “Sealed Price Bid” through URL:<http://www.buyjunction.in>, However BPSCL reserves the right to finalize the case either through “On Line Price Bid” submitted or by obtaining the price through Reverse Auction, to be conducted by our service provider M/s mjunction, as deemed fit. **The process of submission of Online Line Price Bid is given at ANNEXURE – 1D.**

Integrity Pact must be filled in, signed and submitted with the techno-commercial bid without fail.

Note: Any footnotes, remarks etc. made in the Price Bid must also appear in the Un-priced copy thereof to be submitted with Part-II of the Bid. In case of any discrepancy between the footnotes, remarks etc. made in the Un-priced copy of Price Bid and those in the Priced Price Bid, the stipulations made in the Un-priced copy of Price Bid shall prevail for the purpose of price bid evaluation. Footnotes, remarks etc. made only in the Price Bid and not featuring in the Un-priced copy shall not be taken into cognizance and shall be ignored.

8.2 void

8.3 **Attachments to the Bid**

Each Bidder shall submit with its bid the following attachments:

(a) Attachment 1: Power of Attorney

**** to be attached with Part II (Commercial Part)***

A power of attorney, duly authenticated by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity, in accordance with **ITB Clause 12**.

In case the bidder is a limited company, a copy of resolution passed by the Board of Directors of that company authorizing that person to file the bid on behalf of the company. The copy of the said resolution should have the common seal of the company and be attested either by the company secretary or its Director.

(b) Attachment 2 : Bidder’s Eligibility & Qualifications

**** to be attached with Part II in separate envelope***

Documentary evidence established in accordance with Invitation for Bids that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.

Bids submitted by a consortium (not more than three parties) shall comply with the following requirements:

(i) The bid shall include all the information on eligibility/qualification and experience required for a Bidder as described in Bidding Documents including Attachment 2 as described above.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- (ii) The bid shall be signed so as to be legally binding on all members.
 - (iii) One of the members having maximum job or share of work in value terms shall be designated as leader, this authorisation shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories.
 - (iv) The leader shall be authorised to incur liabilities and receive instructions for and on behalf of any & all members of the consortium, and the entire execution of Contract, including payment, shall be done exclusively with the leader. However, payments shall be released directly to consortium members provided the Leader of the consortium submits a general authorisation document, authorising the Employer to release payment to its consortium members directly
 - (v) Leader of the consortium shall be overall responsible for execution of the contract. The leader and other members of the consortium shall be jointly and severally liable for the execution of the Contract, but will be liable for damages in proportion of the respective contract price. Each member shall have a price for his scope of work.
 - (vi) A copy of the Memorandum of Agreement (MOA)/Consortium Agreement entered into by the consortium members prior to stipulated due date of submission of bids and valid till Time for Completion plus Defect Liability Period for the Facilities shall be submitted with the bid containing division of work of each member, their joint and several responsibilities and liabilities which shall be followed by a firm agreement on becoming a successful bidder and to be submitted before signing of the Contract.
In case, the Bidder is a consortium of two or more members, either of its member or combination of members together should meet eligibility criteria (Technical and Financial) in accordance with IFB.
 - (vii) Separate bid by a consortium member will not be accepted. A party can be a member in only one consortium; bids submitted by such consortia which include the same party as member and/or leader will be rejected.
 - (viii) Bidders are not allowed to form new consortium (consortia) with other Bidders participating in the tender. The composition or the constitution of the consortium, who have become eligible, may be permitted to alter only with the prior consent of the Employer in writing.
 - (ix) For the purpose of formation of consortium, a member shall be an independent and single legal entity as per laws of India and should have its own independent financial accounting system as per laws of India. Copies of supporting documents in this regard duly signed & stamped with date by a Notary Public, shall be submitted with Part-I of the Bid.
- (c) Attachment 3 : Conformity of the Facilities
*** to be attached with part II Technical Part**
Documentary evidence established in accordance with ITB **Clause 1** that the Facilities offered by the Bidder in its bid or in any alternative bid (if permitted) are eligible & conform to Bidding Documents.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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The documentary evidence of the conformity of the Facilities to the Bidding Documents may be in the form of literature, drawings and data, and the Bidder shall furnish :

- (i) a detailed description of the essential technical and performance characteristics of the Facilities,
- (ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Facilities for the period of two (2) years, following Completion of Facilities in accordance with the provisions of the Contract,
- (iii) commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the Facilities to those specifications. Bidders shall note that the standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive.

The Bidder may substitute alternative standards, brand names and / or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

(d) Attachment 4 : Vendors Proposed by the Bidder for Indian component
*** to be attached with part II Commercial Part**

The Bidder shall choose its Vendors from the approved list of Vendors as provided in **Appendix 6** to the Form of Contract Agreement, Bidding Documents, for all major items of supply or services. However, the Bidder shall indicate details of all such major items of supply or services that it proposes to purchase or sublet, and shall give details of the name and nationality of the Vendors for each of these items. Bidders are free to list more than one Vendor against each item of the Facilities.

The Bidder may propose names of additional Vendors for any items of supply or services.

The Employer reserves the right to reject or accept any or all the Vendors proposed by the Bidder, prior to award of Contract and after discussions with the Bidder during the clarification meeting between the Employer & the Bidder pursuant to ITB **Clause 23**. Accordingly **Appendix 6** to the Form of Contract Agreement shall be amended to include additional Vendors for any item, if accepted by the Employer.

(e) Attachment 5 : Deviations

*** to be attached with part II Technical Part & Commercial Part**

Bidders are required to quote strictly as per Bidding Documents. However, if they strongly feel that some minor deviation will improve their bids, such deviations, if any, from the terms & conditions or Technical Specifications shall be listed in Attachment 5 (Technical & Commercial Deviation to be given separately) to the Bid only and no where else. The Bidder shall also provide the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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additional price, if any, for withdrawal of the deviations pursuant to ITB **Sub-Clause 10.2**.

Bidders shall give details of deviations, objections or reservations, other than alternative bids, from the requirements of the Bidding Documents, that they would like the Employer to consider during the clarification meeting with the Bidder, pursuant to ITB **Clause 23**.

However, the attention of the Bidders is drawn to the provisions of ITB **Sub-Clause 20.1** regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

- (f) Attachment 6 : Alternative Bid
*** to be attached with part II Technical Part**

If alternative bid is permitted, Bidders wishing to offer technical alternatives to the requirement of the Bidding Documents must provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, proposed installation methodology and other relevant details. The Employer reserves the right to accept or reject alternative bids.

- (g) Attachment 7 : Integrity Pact - Applicable

9. Bid Form and Price Schedules

- 9.1 The Bidder shall complete the Bid Forms (**Annexure-1**) and appropriate Price Schedules furnished in the Bidding Documents in the manner and detail indicated therein and submit the same with its bid.

10. Bid Prices

- 10.1 Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and sub-contracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 10.2 Bidders are required to quote the price for the commercial and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 5 of its bid. The Bidder shall also provide in the Price Bid the additional price, if any, for withdrawal of the deviations pursuant to ITB **Sub-Clause 8.3 (e)**.
- 10.3 Bidders shall give a break-up of the prices, as may be applicable to their bids, in the manner and detail called for in the Summary Price Schedule and Tables furnished in Appendix-1 to the Form of Contract Agreement. For taxes and duties reference may be made to **Clause 14 of GCC**.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Bidder must clearly mention their Income Tax Permanent Account Number (PAN), GSTIN and Bank Account Number in the offer.

- 10.4 In the Schedules, Bidders shall give the required details and a breakup of their prices considering the following :
- (a) Supplies & Services quoted in Indian Rupee shall be quoted on “at-Employer’s site” basis and shall be inclusive of all costs as well as all taxes, duties, Levies & Charges paid or payable in India as on Base Date.
 - (b) Recommended spare parts shall be quoted separately as per **Table No 3 of Appendix 1** to Contract Agreement by the successful bidder.
 - (c) The Bidder shall also provide the additional price, if any, for withdrawal of the deviations.

11. Bid Security/Earnest Money Deposit (EMD)

- 11.1 The Bidder shall furnish, as part of its bid, a bid security for the amount stipulated in the **Salient Features of Bid under IFB** in Indian Rupees.
- 11.2 The bid security shall, at the Bidder’s option, be in the form of a Demand Draft / Banker’s Cheque in favour of the Employer payable at Bokaro Steel City or Bank Guarantee from any Scheduled Commercial Bank, preferably located at Bokaro Steel City. The format of the Bank Guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid security shall remain valid for a period of one year, including breathing period of 90 days, from the date of opening of PART-I and beyond any extension subsequently requested under ITB Sub-Clause 12.2.
- 11.3 Bid not accompanied by bid security of an amount stipulated in the **Salient Features of Bid under IFB**, shall be rejected by the Employer as being non-responsive.
- 11.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible within 30 (thirty) days after opening of the Price Bid.
- 11.5 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB **Clause 32**, and has furnished the required performance security (Performance Bank Guarantee), pursuant to ITB **Clause 33**.
- 11.6 The bid security shall be forfeited if, the Bidder withdraws its bid during the period of bid validity specified by the Bidder or any other breach of the Bid.

Forfeiture of bid Security is liable to GST at applicable rate.

12. Period of Validity of Bid

- 12.1 Bids shall remain valid for the period of 180 days from the date of opening of PART-I of the Bid. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive unless extended.
- 12.2 The Employer may solicit the Bidders’ consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Bidder accepts to extend the period of validity, the bid security shall also be extended by the Bidder accordingly. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting such request,

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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shall not modify its bid on its own.

13. Format and Signing of Bid

- 13.1 The Bidder shall prepare **an original and Six (6) copies / sets of Part-I and Part- II** of bids clearly marking each one as: "ORIGINAL-BID", "COPY No. 1", "COPY No. 2", etc., as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.
- 13.2 The original and all copies of the bid, each consisting of the documents listed in ITB **Clause 8**, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be through power of attorney accompanying the Bid and submitted as Attachment 1 to the Bid under ITB **Sub-Clause 8.3 (a)**. All pages of the bid, shall be signed by the person or persons signing the bid.
- 13.3 Any alteration, omission, addition, interlineations, erasures or overwriting shall only be valid if they are initialed by the person or persons signing the bid.
- 13.4 For Technical & Commercial deviation included in Part-II- Commercial Part of Bid, if any, Bidders shall submit soft copy of the same in MS Word Format in CD in sealed envelope with Part-II Commercial Part of the bid. However "Technical & Commercial deviation included in Part-II Commercial Part indicated in the hard copy shall prevail"

D. SUBMISSION OF BIDS

14. Sealing and Marking of Bids

- 14.1 The Bidders shall seal the original Part-I (Cost of Bidding Document, & Bid Security) and Part-II (Technical Part, Commercial Part & Integrity Pact , in separate envelopes), each containing the documents specified in ITB **Clause 8**, and shall mark the envelopes as "Original" and "Copies," all duly marked as required in ITB **Sub-Clause 13.1**.
- 14.2 The envelopes shall
- be addressed to the Employer at the address given in the **Bid Data Sheet**, and
 - bear the Contract name indicated in the **Bid Data Sheet**, the Invitation for Bids title and number indicated in the **Bid Data Sheet**, and the statement "DO NOT OPEN BEFORE _____ (date)," to be completed with the time and date specified.
- 14.3 The envelopes shall each indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late or otherwise found not fit to be opened."
- 14.4 If the outer envelope is not sealed and marked as required by ITB **Sub-Clauses 14.1 & 14.2**, the Employer will assume no responsibility for the bid's misplacement or premature opening.

15. Deadline for Submission of Bids

- 15.1 Bids must be received by the Employer at the address specified in **Bid Data Sheet** and not later than the time and date (deadline) stated in the tender.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 15.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB **Sub-Clause 6.3**, in which case all rights and obligations of Employer and Bidders will thereafter be subject to such extended deadline.

16. Late Bids

- 16.1 Any bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB **Clause 15**, will be rejected and returned.

17. Modification and Withdrawal of Bids

- 17.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for bid submission.
- 17.2 The Bidder's modifications specified in ITB **Sub-Clause 17.1**, shall be prepared, sealed, marked and dispatched as follows:
- (a) The Bidders shall provide one original plus 10 (ten) copies of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "Bid Modifications—Original" and "Bid Modifications—Copies." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "Bid Modifications."
- (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB **Sub-Clauses 14.2, 14.3 & 14.4**.
- 17.3 A Bidder wishing to withdraw its bid shall notify the Employer in writing prior to the deadline prescribed for bid submission.
- 17.4 No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB **Clause 12**. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB **Sub-Clause 11.6**.
- 17.5 Bids together with any modification specified under the clause shall be considered as 'final' bid at the time of opening of the bid.

E. OPENING AND EVALUATION OF BIDS

18. Opening of Bids by Employer

- 18.1 The Employer may open both Part I and Part II, in the presence of Bidder's designated representatives who choose to attend on the date and the time and at the venue as stipulated in the Bidding Documents. However, Part II will be opened only for those Bidders who would have furnished Cost of bidding document- & Bid Security as per stipulations of the IFB. Bidder's authorized representatives may attend the opening and shall sign a register / document prepared by the Employer, as proof of their attendance.
- 18.2 Bidders' names, bids received, the presence of any alternative bids, the presence or absence of requisite bid security and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. No bid will be rejected at bid opening except for bids not

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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accompanied with bid security and late bids, which will not be opened.

- 18.3 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

19. Clarification of Bids

- 19.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. While responding, no change in the price or substance of the bid shall be sought, offered or permitted unless asked by Employer after completion of evaluation of bids.

Correspondences made through E-mail by the Bidder with the Employer shall be followed preferably by Fax/ Post Copy.

20. Techno-Commercial Evaluation of Bid

- 20.1 The Employer will examine the bids to determine whether each bid is acceptable, documents have been signed, is complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one:

- (i) that affects in any substantial way the scope, quality or performance of the Contract;
- (ii) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the Contract; or
- (iii) whose rectification would unfairly affect the competitive position of Other Bidders who are presenting substantially responsive bids.

- 20.2 In particular, bids with deviations from, objections to or reservations about critical provisions such as those concerning Bid Security (ITB **Clause 11**), Governing Law (GCC **Clause 5**), Arbitration (GCC **Sub-Clause 6.2**) Taxes and Duties (GCC **Clause 14**), Performance Guarantees (GCC **Clause 27**), Defect Liability (GCC **Clause 30**), Patent Indemnity (GCC **Clause 31**) or Limitation of Liability (GCC **Clause 32**), as well as provisions specified in the **Bid Data Sheet**, if any, that the Bidder is not prepared to withdraw aforesaid deviations, objections or reservations at a withdrawal price, will be treated as non-responsive.

- 20.3 In order to determine whether the technical & commercial aspects are in accordance with the requirements set forth in the Bidding Documents, the Employer will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the Bidders, pursuant to **ITB Clause 8**, and other requirements in the Bidding Documents.

21. Techno-Commercial Evaluation of Bid - Review of Alternative Bids – Not applicable

- 21.1 The Employer will also review complete alternative bids, if any, offered by the Bidder, pursuant to **ITB Sub-Clause 8.2**, to determine whether such alternatives may constitute an acceptable basis for a further evaluation.

22. Qualification

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 22.1 The Employer will ascertain to its satisfaction whether Bidders determined as having submitted responsive bids are qualified to satisfactorily perform the Contract.
- 22.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular its Contract, work in hand, future commitments, current litigation, if any, and past performance. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Employer deems necessary and appropriate.
- 22.3 Determination of eligibility may be done simultaneously with techno-commercial discussions/ clarifications. However, affirmative determination of eligibility shall be pre-requisite for opening of price bid.
- 22.4 The capabilities of the Sub-Contractor or Vendors proposed in Attachment 4 (as per ITB sub-clause 8.2(d)) to the bid will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a Sub-Contractor or Vendor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable Sub-Contractor/Vendor without any change to bid price.

F. CLARIFICATION MEETING

23. Clarification of Bids and Review of Bidders' Proposed Deviations & Alternative Solutions

- 23.1 The Employer may conduct clarification meetings with each or any Bidder to clarify any aspects of its bid that require explanation at this stage of the evaluation. During these meetings, the Employer may bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, it requires clarification / details about the bid, to be provided to the bid. All such amendments or changes required by the Employer will be listed in the "Record Notes of Discussions".
- 23.2 The Record Notes of Discussion will contain the exceptions or deviations in the bid that are unacceptable and that are to be withdrawn and of such exceptions or deviations that the Employer finds acceptable.
- 23.3 The Bidder shall submit the balance clarifications, confirmations, documentations etc as recorded in the Record Notes of Discussion within the time stipulated in the Record Notes of Discussion
- 23.4 Taking into consideration, the Record Notes of Discussion and the clarifications submitted by Bidder pursuant to **clause 23.3** above, the Employer will carry out further evaluation of the technical and commercial bid in the manner outlined in **clause 20** hereof.
- 23.5 The Employer will also advise the Bidder whether the proposed alternative bid, if any, is acceptable, and will identify the degree (if any) to which such an alternative bid may be incorporated in the Bid.
- 23.6 After holding clarification meetings and at the end of evaluation, the Employer will either:
- (i) advise the Bidder to confirm the validity of their original price bids, or
 - (ii) permit Bidder to submit updated price bid either as incremental/ decremental price with respect to the original price bid or as revised price bid, at a date

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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and method informed to the Bidder by the Employer., or

Employer at its option can decide for opening of online price bid or discover L-1 price through on-line Reverse Auction.

Employer may not resort to reverse auction in case of limited response, suspicion of formation of cartel among bidders and other contingencies., or

- (iii) invite a Bidder to submit an updated Technical (Part II), Commercial (Part II) and Online Price Bid (Part III) based on an alternative bid proposed by the Bidder in its bid with the modifications, if any, listed in the Record Notes of Discussion of the Clarification Meetings held with this Bidder, or
- (iv) notify the Bidder that its Bid has been rejected on the grounds
 - (a) the bid is not responsive
 - (b) Void
 - (c) the Employer determines that the technical bid and/ or alternative bid do not meet his requirements

24. Updated Technical, Commercial and Price Bid

- 24.1 In the event, the Employer invites updated bid, the updated Technical, Commercial and Price bid shall be signed, sealed and submitted in the same manner specified for original bids.
- 24.2 The deadline for submission of updated bids and the required validity thereof shall be specified.
- 24.3 The Employer will carry out the technical and commercial evaluation of the updated bid in the manner outlined in **Clause 20** hereof.

25. Price Bid Evaluation

- 25.1 The Employer shall inform and communicate the date, time and venue of opening of online price bids, to the Bidders whose offers are found to be techno- commercially acceptable.
- 25.2 The Employer shall open the price bid of the Bidders, in the presence of designated representatives of the Bidders who choose to attend, at a date, time and venue communicated to the Bidders by the Employer.
- 25.3 The evaluation shall be done based on the summary price table. L-1 Bidder shall be required to submit detailed price tables within ten (10) days of request from the employer.

In case of a discrepancy between words and figures and/ or arithmetic error in totaling, corrected arithmetic total will be considered.

If the Bidder does not accept the correction of errors, its bid will be rejected.

The comparison shall be “at Employer’s site” price of the facilities. The Employer’s evaluation will also include the costs resulting from application of the evaluation procedures described in the **Bid Data Sheet**.

26. Conversion to Single Currency (Not applicable)

- 26.1 Void.
- 26.2 Void.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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27. Contacting the Employer

- 27.1 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or Contract award decisions may result in rejection of the Bidder's bid.

G. AWARD OF CONTRACT

28. Changes in Qualification Status

- 28.1 Prior to proceeding with the award of Contract, if circumstances (in particular adverse report from other Plant) have arisen that would change the Employer's opinion as to whether the Bidder is still qualified to satisfactorily perform the Contract, then Employer may reject the bid.

29. Award Criteria

- 29.1 Subject to ITB **Clause 28 & 30**, the Employer will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid.

30. Employer's Right to accept Any Bid and to reject Any or All Bids

- 30.1 The Employer reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of grounds for the Employer's such action.

31. Notification of Award

- 31.1 Prior to the expiration of the period of Updated bid validity, the Employer will notify the successful Bidder in writing by registered letter or by telefax or scanned document through e-mail, that its Updated bid has been accepted. If the award is without qualification / condition the notification of award will constitute the formation of the Contract. If the award is made with some qualification / condition, then upon the Bidder's acceptance of such qualification / condition the Contract will be constituted.

32. Signing of Contract Agreement

- 32.1 After the Employer notifies the successful Bidder that its bid has been accepted, the Employer to facilitate signing of contract within 30 days of Letter of Acceptance (LOA), shall provide the draft Contract agreement within 15 days of issue of (LOA).
- 32.2 Within 15 (fifteen) days from the date of receipt of the draft Contract Agreement by the Contractor, the Contract Agreement will be signed. In the case of a consortium becoming the Successful Bidder, all the members of the consortium shall be signatories to the Contract.
- 32.3 The Effective Date of Contract shall be the date of signing of Contract or 30 days from date of Letter of acceptance (LOA), whichever is earlier.

33. Performance Security (Performance Bank Guarantee)

- 33.1 Within 30 (thirty) days after the Effective Date of Contract as specified in Article-3 of Contract Agreement, the successful Bidder shall furnish the Performance Security (Performance Bank Guarantee) for the amount given in the **Bid Data Sheet**, and in the form provided in **Annexure-I to GCC** of the Bidding Documents.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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In case the contractor is a consortium, the Performance Bank Guarantee shall be submitted by the leader of the Consortium on behalf of the Consortium.

34. Risk Purchase Action

34.1 Failure of the successful Bidder to comply with the requirements of **ITB Clause 32 or Clause 33** shall constitute sufficient grounds for the annulment of the award, forfeiture of the bid security and execution of facilities at the risk and cost of the successful bidder.

35. Transfer of Bid Document

35.1 Bidder who has been issued the Bidding Documents is not permitted to transfer the Bidding Documents to any other party for submitting bids on its behalf. Similarly transfer of bids submitted by one Bidder to another Bidder is not permissible.

36. Funding by Bidder

36.1 If so specified by the Employer in the Invitation for Bids, the Bidder should submit separately an independent proposal for arranging finance in the form of Multilateral / Bilateral Credit / Loan, Bidder's Credit, etc. for the supplies & services to be provided / rendered under the scope of work for the Facilities. The terms & conditions of credit / loan, like principal amount, currency for repayment if credit / loan is from overseas source(s), payment schedule, rate of interest, guarantee fee, commitment fee, management fee, agency fee, financial charges as may be required, etc. should be indicated. Sovereign Guarantee from the government of India shall not be available.

37. General

37.1 The Employer may conduct price negotiations, if required, with L-1 (i.e. lowest evaluated) bidder only.


37.2 Void

37.3 If at any point of time, it was found by the Employer that the bidder has furnished false information; the employer may reject the bid.

37.4 The bidder may download the bidding document from website mentioned in IFB. In case of any discrepancy, the hard copy of the bidding document shall prevail.

38 Compliance with Company Law

38.1 The Bidder must declare whether the proprietor/ partner of the firm/ Director of the limited company has any relation with any employee working in the Plants/ Units concerned or director of BPSCL including its subsidiaries and if so, the details or the relation thereof must be furnished.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE-1

BID FORM
(ITB CLAUSE - 9)

Bidder's Ref. No.

Date: _____

To:

[Name and address of Employer]

[Name of Facilities]

Ref.: Your Tender no. _____

Dear Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

We undertake, if our bid is accepted, to commence execution of work of the Facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in our bid.

If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

Dated this _____ day of _____, 2017. _____ *[signature]*

In the capacity of _____ *[position]*

Duly authorised to sign this bid for and on behalf of _____
[name of bidder]

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE-2

BID SECURITY BANK GUARANTEE
(On Non-Judicial Stamp Paper of appropriate value)

..... (**Name of the Bank**)
Address.....
..... Guarantee No.

A/c Messrs..... (**Name of Bidder**)
Date of Expiry.....
Limit to liability (**currency & amount**)
Invitation For Bid No. dated
For..... (**Name of Facilities**)

Subject : Bid Security Bank Guarantee.

Date 201...

To
.....
.....
.....
[Name and Address of Employer]

Dear Sir,

In consideration of the _____ (**Name of Employer**)(hereinafter called “**Employer**”) which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s _____ (hereinafter called “**Bidder**”) from demand under the terms & conditions of the tender (hereinafter called the said “**Bidding Document**”) issued by the Employer vide No. _____ for the works _____ (**Name of the Facilities**) from deposit of Bid Security in the form of Demand draft/ cheque for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document including any amendments thereto on production of Bank Guarantee for Rs. / _____ (**Rupees**)(_____ only) (**figure in words**).

1. We (**Name of the Bank**) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding (**currency and amount**). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.



	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.
4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and inforce initially upto _____ unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee.
5. We _____ Bank Ltd. further agree with you that you 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 Bidding Document and we shall not be relieved from our liability by reason of any such variation.
6. It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which Employer may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealized.
7. We _____ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Employer merely on demand and without protest or demur to the extent aforesaid.
8. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (**currency and amount**) and shall expire on unless a claim or demand is made on us in writing within the three months of expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
9. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the constitution of the Employer or the Bidder or the said Bank shall not discharge our liability hereunder dated _____ day of _____ 201.. _____ for _____ Bank Ltd.
10. We, (name of the bank), hereby further agree that the guarantee herein contained can be **operable from its Bokaro Steel City Branch** and shall not be effected by any change in the constitution of the SELLER and / or PURCHASER.
11. We, the said Bank lastly confirm that the Signatory(s) of this Guarantee is/are authorized to issue this Guarantee through Board Resolution No.dated.....



Yours faithfully

For
(**Name of the Bank**)

 <p>बो पा स क लि B P S C L</p>	<p>BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL</p>	 <p>मेकॉन ISO 9001 Company</p>
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ANNEXURE-3

VOID

 <p>बो पा स क लि B P S C L</p>	<p>BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL</p>	 <p>मेकॉन ISO 9001 Company</p>
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ANNEXURE-4

VOID

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE-5

DECLARATION BY TENDERER
(To be furnished on letter head)



We hereby declare that our organisation M/s _____ have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings.

Signature of the Tenderer

Name:

Designation:

(Seal of the Company)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE- 6

DEVIATIONS TO THE TENDER CLAUSES

Sl. No.	Clause No.	Clause as per Tender Document	Clause as proposed by the Bidder/ Intended effect

- (1) The Bidder hereby certifies that the deviations mentioned above are the only deviations to the tender conditions.
- (2) Deviations elsewhere furnished shall be ignored.
- (3) If there are no deviations then this Annexure – 6 has to be submitted by indicating 'NIL' deviation.

Signature of the Bidder with date and seal

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE- 7

CHECK LIST FOR SUBMISSION OF BID

Tender No.:
Bidder's Ref. No.:
Name of Facilities:

S.N.	Details of document.	Remarks (Applicable/ Not applicable) (Attached/ Not attached) If not attached, reasons
	Part-I	
1.	Cost of Tender document	
2.	Bid Security	
	Part-II (1 original + 3 copies)	
1.	Bid Form	
2.	Attachment-1 – <i>Power of Attorney.</i>	
3.	Attachment-2 – Bidders Eligibility & qualification.	
4.	Attachment-3 – Eligibility and conformity of the Facility.	
5.	Attachment-4 – <i>Vendors proposed by the Bidder</i>	
6.	Attachment-5 – Deviations, if any, along with softcopy in MS word format in a CD.	
7.	Attachment-6 – Alternative Bid (If any)	
8.	Integrity Pact	
9.	<i>MoA between consortium members, if applicable, along with division of work.</i>	
10.	Declaration by the tenderer in his letter head that the firm is not blacklisted by any PSU/Govt body.	
11.	Un-priced copy of price bid with the word 'Quoted' where price is to be quoted.	
12.	Time schedule in the form of Bar Chart	
13.	MOA/Certificate of Incorporation	
14.	Copy of GSTIN registration certificate	
15.	Bank account details of the bidder	
16.	Copy of PAN Card of the bidder	

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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17	A latest Income Tax clearance Certificate	
18	Others, if any.	
	Part-III	
1.	Acknowledgement for submission of Online Price Bid	

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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SECTION - D

FORM OF CONTRACT AGREEMENT

THIS CONTRACT NO. _____ made this _____ Day of _____, Two thousand __
at _____.

BETWEEN

BOKARO POWER SUPPLY COMPANY (P) LTD, a Company incorporated under the Companies Act, 1956 and having its registered office at _____ India _____ having its plants at _____ (hereinafter referred to as the "**Employer**") which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE ONE PART**,

AND

M/s. _____, a Company organised and existing under the laws of _____ (Name of the Country) and having its Registered Office at _____ (hereinafter referred to as "**Contractor**"), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE OTHER PART**

AND WHEREAS

- a) The Employer has decided to set-up/get executed _____ (Name of the Facilities) _____ at Bokaro, (hereinafter referred to as the "**Facilities**"), and
- b) The Contractor has declared that the Contractor has valuable and specialized knowledge and expertise for providing and executing the above Facilities and
- c) The Contractor has declared that the Contractor is in a position to disclose, impart, deliver and transfer the requisite engineering data, drawings and documents of those items which are in the scope of the Contractor in this Contract, to the Employer for the engineering of the Facilities and for erection, start-up and commissioning of the Facilities with the aim to manufacture product as specified in the Contract, and
- d) The Contractor has obtained clarifications on technical and commercial aspects, inspected the site and surroundings of Facilities and has examined and considered all other matters, conditions and things, probable contingencies and generally all matters incidental thereto and ancillary thereof, affecting the execution and completion of the Facilities, and
- e) The Contractor has agreed to undertake design & engineering, civil engineering work, dismantling of buildings, structures & equipment, fabrication & supply of steel structures, manufacture & supply of plant and equipment, manufacture & supply of refractories, intermediate storage, insurance & handling, erection work, testing, precommissioning, start-up & commissioning and demonstration & establishment of performance guarantee parameters of the Facilities.

NOW IT IS HEREBY AGREED as follows:

Article 1 Contract Documents

- 1.1 **Definitions** (Reference GCC Clause 1)
- 1.2 **Contract Documents** (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract :

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- (a) This Contract Agreement and Appendices hereto
- (b) Special Conditions of Contract and Annexure hereto
- (c) General Conditions of Contract and Annexure hereto
- (d) Technical Specifications
- (e) Safety code for Contractors
- (f) Any other documents shall be added here

1.3 **Order of Precedence** (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.2 (Contract Documents) above.

Article 2 **Contract Price and Terms of Payment**

2.1 **Contract Price** (Reference GCC Clause 11 & Appendix-1)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price is [amount of local currency in words], [amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Terms of Payment** (Reference Appendix-3) The terms of payment are given in Appendix-3.

2.3 **Price Adjustment due to Variation in Price Indices**

Price Adjustment is applicable as per Appendix 4 and the Base Date shall be _____.

Article 3 **Effective Date**

3.1 The Effective Date of Contract shall be (The date of signing of Contract or 30 days from LOA whichever is earlier).

Article 4 **Scope of Facilities**
(Reference GCC Clause 7 & Technical Specifications)

4.1 The Contract is for the execution of Scope of Facilities as specified in the GCC Clause 7 and Technical Specifications, on divisible turnkey basis. The quantities/ weights of any item are indicative only for the purpose of making progress payments on pro-rata basis as per Sub-Clause 2.3 of Appendix-3.

4.2 Should the actual quantities/ weights differ from the indicated ones, neither the Contractor shall be entitled to get any additional price from the Employer nor is the Employer entitled to deduct any amount from the Contract Price due to variation in physical quantities / weight.

4.3 The consortium leader shall remain responsible not only for its scope of work but also for the scope of work of other consortium members so that Employer gets the facilities completed in all respects.
The leader and other members of the consortium shall be jointly & severally responsible for execution of the contract, but will be liable for damages in proportion to the respective scope of facilities

Article 5 **Time for Completion** (Reference GCC Clause 8 & Appendix-2)

5.1 The Facilities will be commissioned within 20 (twenty) months from the Effective Date of the Contract.

The Performance Bank Guarantee (PBG) shall be submitted by the Contractor within 30 days of signing of Contract.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Article 6 Consultant

- 6.1 MECON Ltd., Ranchi shall be the Consultant for this project. The consultant in relation to the Contract, shall have such functions as are delegated to him or as may be delegated to him by the Employer from time to time. Employer shall keep the Contractor informed of such delegation.

Article 7 Subcontracting (Reference GCC Clause 19)

- 7.1 This shall be as per GCC Clause 19.

Article 8 Liquidated Damages (Reference GCC Clause 27 & 29)

- 8.1 **Liquidated Damages due to Delay in Completion of Facilities** (Reference GCC Sub- Clause 29.2)

If the Contractor fails to attain "Completion of the Facilities" within the Time for Completion or any extension thereof under Clause 42 (Extension of Time for Completion) of GCC due to reasons attributable to the Contractor, the Employer shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees (as per Sub-Clause 13.1.2 of GCC), at the rate of 0.5% of the Contract Price plus escalation, if any, paid or payable to the Contractor, excluding taxes and duties per complete week of delay up to a maximum of 5% of the Contract Price plus escalation if any, paid or payable to the Contractor excluding taxes and duties, as specified in the Clause 29.2 of GCC.

Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

- 8.2 **Liquidated Damages for Non-fulfillment of Performance Guarantee Parameters of Facilities** (Reference GCC Clause 7) - **Not applicable**

- 8.3 The Overall limit of Liquidated Damages with respect to Articles 8.1 & 8.2 shall be 5% of the Contract Price plus escalation, if any, excluding taxes and duties.

Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

- 8.4 Any Recovery of Liquidated Damages shall be effected from the amount payable to the Contractor against Commissioning, Performance Guarantee Test, Final Acceptance Certificate and Performance Bank Guarantee. LD will not be recovered from the running bills prior to above payments.

Any Recovery of Liquidated Damages along with applicable GST shall be effected from the amount payable to the Contractor against Commissioning, Performance Guarantee Test, Final Acceptance Certificate and Performance Bank Guarantee.

Article 9 Arbitration (Reference GCC Clause 6)

- 9.1 [Relevant portions of Clause 6 of GCC to be incorporated].

Article 10 Liability of Govt. of India

- 10.1 It is expressly understood and agreed between the Contractor and the Employer that the Employer is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Contract and has no liabilities, obligations or rights

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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hereunder. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

Article 11 Appendix

11.1 The following Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

- 1 Price Schedule
- 2 Time Schedule
- 3 Terms of Payment
- 4 Price Adjustment due to Variation in Price Indices
- 5 Performance Guarantees
- 6 List of Approved Vendors for Indian Component

Article 12.

No modifications of this Contract including Appendices hereto, shall be valid unless the same is agreed to in writing by the parties and specifically mentioned as an amendment to the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorised representatives the day and year first above written.

Signed by for and on behalf of the Contractor

Signed by for and on behalf of the Employer

[Signature]

[Signature]

[Designation]

[Designation]

In the presence of _____

In the presence of _____

1) _____
[Signature]

1) _____
[Signature]

[Designation]

[Designation]

2) _____
[Signature]

2) _____
[Signature]

[Designation]

[Designation]

 <p>बो पा स क लि B P S C L</p>	<p>BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL</p>	 <p>मेकॉन ISO 9001 Company</p>
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APPENDIX - 1

PRICE SCHEDULE

[ATTACHED SEPARATELY]

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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APPENDIX – 2

TIME SCHEDULE

1.0 Time Schedule for Completion of the Facilities

1.1 The Facilities will be commissioned within twenty (20) months from the effective date of the Contract as per **Article-5** of the Contract Agreement. The overall time schedule for completion of the Facilities is given below:

S. No.	Items of Work	Commencement (No. of Month from Effective Date)	Completion (No. of Month from Effective Date)
1.	Basic Engineering		
2.	Detailed Design Engineering		
3.	Civil Work		
4.	Supply / Delivery of:		
	i) Building Steel Structures & Sheeting		
	ii) Mechanical Plant & Equipment including Technological Structures		
	a) Imported	Not Applicable	Not Applicable
	b) Indigenous		
	iii) Electrical Plant & Equipment:		
	a) Imported	Not Applicable	Not Applicable
	b) Indigenous		
	iii) Instrumentation & Control Plant & Equipment:		
	a) Imported	Not Applicable	Not Applicable
	b) Indigenous		
	iv) Insulation & Refractories:		
	a) Imported	Not Applicable	Not Applicable
	b) Indigenous		
5.	Erection of Building Steel Structures & Sheeting:		
6.	Erection:		
	i) Mechanical Plant & Equipment		
	ii) Electrical Plant & Equipment		
	iii) Instrumentation & Control		
7.	Erection of Refractories		
8.	Preliminary Acceptance		
9.	Commissioning		

2.0 Time Schedule for Feedback Data, Drawings and Documents

2.1 Within three (3) weeks from the Effective Date of Contract, the Contractor shall submit to the Engineer/ Consultant preliminary list of all drawings and documents

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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by title using the approved numbering system and indicating the schedule of submission of drawings in conformity with the time schedule given in **Clause 2.2** and **2.3** hereof. This list shall be updated and submitted by the Contractor at the end of every quarter of the year.

2.2 Drawing / Documents for Approval

2.2.1 The Contractor shall submit the various drawings and documents to the Engineer / Consultant for approval, as per the following schedule.

S. No.	Description	No. of Copies	Time of Submission in weeks from the Effective Date of Contract
A	Basic Engineering:		
1.	Name Plate and Numbering System	10	
2.	Inspection procedures	5	
3.	Site plan / layout drawing showing battery limits and co-ordinated plans of all units and facilities including requirements of utilities and other parameters at battery limits (in 1:500 scale).	10	
4.	Process Engineering Assumption / Basic Data	10	
5.	Process flow sheets and P&I Diagram for equipment and services	10	
6.	Material balance sheet	10	
7.	Utilities / energy balance sheets and heat load calculations for air-conditioning, ventilation and cooling water systems, Design calculations for stack.	10	
8.	General Route Layout / General arrangement & shop layout drawings including cross-sections for shops / systems / services including equipment disposition and facilities.	10	
9.	GA drawings and design criteria for steel structures	10	
10.	Civil Engineering & Structural design criteria	10	
11.	Design criteria for cable selection, number of feeders, motor ratings, lighting, earthing, etc. and electrical consumer arrangement plans	10	

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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12.	Single line diagrams, block diagrams, GA and layout drawings for electricals.	10	
13.	Instrumentation and control schemes and sequence logic diagrams, List of Instruments and Instruments data sheets, Panels and desk front view diagrams, Control room layout drawings	10	
14.	Design criteria, general arrangement and layout drawings for pipework and ductwork.	10	
15.	Equipment list and motor list (for information).	10	
B	Design and Engineering:		
1.	GA & Sectional drawings for foundation of buildings and equipment including tunnels, trenches, basements, etc.	10	
2.	Pipe pressure drop calculations of pipeline system	10	
3.	Detailed manufacturing drawings of each block of item of the pipe work from weld to weld.	10	
4.	Schedule of quantities/bill of materials with specifications of various piping system supplied.	10	
5.	Schedule of valves/fittings.	10	
6.	QAPs	10	
7.	Schedule & estimation of insulation thickness for various pipelines	10	
8.	Outline architectural drawings of all buildings including special features and finishes./ Drawings showing arrangements of access platforms/pathways etc. for various pipes/fittings/valves.	10	
9.	Layout and sections of roads, railway tracks, drainage & sewerage (with invert levels).	10	
10.	Structural design drawings (supported by design calculations)	10	
11.	Equipment General arrangement & major assembly and sub- assembly drawings (including equipment for various services)	10	

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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12.	General arrangement of pulpit, control desks, etc.	10	
13.	Colour schemes	10	

2.2.2 After approval by the Employer / Consultant, the Contractor shall submit approved drawings and documents in 10 copies, to the Employer.



2.3 Drawings / Documents for Information / Review

2.3.1 The Contractor shall submit to the Engineer / Consultant for information / review of the drawings and documents as per the Schedule given below :

S. No.	Description	No. of Copies	Time of Submission in weeks from the Effective Date of Contract
1.	Soil Investigation Report	5	
2.	Preliminary foundation outline drawings	5	
3.	Certified foundation drawing including load data	6	
4.	Excavation outline drawings	10	
5.	Civil working drawing including bar bending schedules	10	
6.	Locations, schedules, fixing details, details, loadings etc. for foundation / anchor bolts, inserts & embedments	10	
7.	Design calculations for all civil and structural work.	5	
8.	Design calculations for all electrical work	5	
9.	Design calculations for all pipework and ductwork	5	
10.	Structural fabrication drawings with bill of materials	5	
11.	Performance data, characteristic including duty points	10	
12.	Assignment from Contractor for number of feeders to be provided by the Employer	10	
13.	List of electro-magnetic valves, limit switches etc.	5	
14.	Control description and schematic including PLC input / output chart.	5	
15.	Cable tray arrangement, cable and instrument pipe schedule and routings	10	

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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16.	Lighting earthing and lightening protection drawings.	10	
17.	Terminal plans and interconnection diagrams for electrical works	10	
18.	Conduit drawings and cut out details	10	
19.	Loop schemes, power supply and distribution schemes and panels and desk internal wiring diagrams external connection including terminal wiring diagrams for power control and instrumentation cables	10	
20.	Detailed drawings for pipe & duct work	10	
21.	Detailed drawings for under ground and overground services and utilities (including water system).	10	
22.	Drawings for approval of Statutory Authorities	10	
23.	Instructions for storage & reconsevation including those for electrical, instrumentation and communication items.	6	
24.	Erection drawings, erection specifications and Erection Instructions.	6	
25.	Refractory lining work drawings	10	
26.	Drawings for various sizes and shapes of refractories	5	
27.	Test Certificates for various systems/ equipments offered	10	
28.	Integrated Operation / safety and Maintenance Manuals material specification	10	
29.	Ordering Specifications for Operation & Maintenance Spares	10	
30.	Detailed Assignment Schedule for Deputation of Overseas Experts / Specialists as per GCC Clause 7.9 - For Employer's approval	5	
31.	Recommended Man-power Requirement for Operation & Maintenance of the Facilities as per GCC Clause 18.5	5	

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32.	Schedule for Training of Employer's as per GCC Clause 18.6- For Employer's approval	5	
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2.3.2 After "no comment" clearance by the Engineer / Consultant, the Contractor shall submit the final drawings and documents in 10 copies, to the Employer.

2.4 As-Built Drawings and Documents

2.4.1 The Contractor shall submit As-built drawings & documents **after Performance Guarantee Test, but before release of payment for PG Test certificate** as per **Clause 27** of GCC, as per the Schedule given below:

S. No.	Description	No. of Copies	Time of Submission in weeks from the Effective Date of Contract
1.	General arrangement, assembly and sub-assembly drawings	5	
2.	Performance data	10	
3.	Test charts and inspection certificates in bound volumes	10	
4.	All design calculations with respective approved design criteria in bound volumes	10	
5.	Flow diagrams and material balance sheets	10	
6.	Electrical & instrumentation drawings	10	
7.	Civil working drawings	10	
8.	Steel structures drawings	10	
9.	Utilities and services drawings	10	
10.	Refractories work drawings	10	
11.	Operation and safety manuals	10	
12.	Maintenance manuals	10	
13.	List of spares (Operation, Maintenance)	10	
14.	Drawings & bill of materials for Operation & Maintenance Spares	10	
15.	Ordering Specifications including catalogues & details for Operation & Maintenance Spares	10	
16.	Drawings / ordering specifications for operating consumables / supplies	10	
17.	One set of all documents as listed above, on CD	1 Set	

	<p style="text-align: center;">BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL</p>	
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- 2.5 Erection Instructions drawings for the Plant and Equipment shall be supplied by the Contractor at least one month before the shipment / despatch of the Plant & Equipment.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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APPENDIX - 3

TERMS OF PAYMENT

1. General

1.1 In accordance with the provisions of **Clause 12** of GCC (Terms of Payment), the Employer shall pay the Contractor for the Scope of Facilities detailed under **Clause 7** of GCC & Technical Specifications, on the basis of the price break-up given in the Price Schedule (**Appendix-1**) and Billing Schedule as per **Sub-Clause 11.7.1** of GCC.

1.2 VOID

1.2.1 VOID

1.2.2 VOID

1.2.3 VOID

1.3 The Contract is a Divisible Contract. The Contractor shall submit complete and correct separate invoices and documents for supplies and services for payments to be made by the Employer.

1.4 The Contractor shall reimburse the Employer all costs, charges, damages or expenses which the Employer may have paid or incurred, if and to the extent to which the Contractor is liable under this Contract to pay upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by the Employer to the Contractor under this Contract or any other Contract failing which such amounts shall be considered as debt from the Contractor to the Employer and shall be recoverable accordingly.

1.5 INCOME TAX

Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under relevant Chapter of Income Tax Act and the same shall be paid to Income Tax Authorities on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer. Contractors shall maintain books of account and shall get the account audited as per relevant Section of Income Tax Act.

If the Contractor is exempted from the deduction /recovery of Income Tax, no such recovery shall be made by Employer. Contractor shall furnish valid exemption Certificate issued by Income Tax Department to this effect

1.6 GST shall be paid to the Contractor as per invoice. The Invoice for the supply of goods or services or the both shall separately indicate the Goods and Service Tax claimed by the Contractor along with their relevant Goods and Service Tax Identification Number (GSTIN) obtained by the Contractor.

1.7 The payment to the Contractor shall be released within thirty (30) days from the date

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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of receipt of the complete and correct invoices & relevant documents along with price adjustment statement.

2. Terms of Payment

2.1 Terms of Payment other than training (This is standard payment term)

2.1.1 Five per cent (5%) of the total Contract price specified in Appendix-1 excluding taxes, duties (~~except service tax~~) and training charges shall be released on submission of following documents:

- i. L1 Network
- ii. List of Drawings / documents
- iii. P&I Diagrams
- iv. Piping Layout drawings

2.1.2 Five per cent (5%) of the total Contract price specified in Appendix-1 excluding taxes, duties (~~except service tax~~) and training charges shall be released on placement of orders, for identified equipments/ items (to be finalized during technical discussion) and submission of un-priced purchase orders of the same by the Contractor.

2.1.3 Seventy Seven and a half percent (77.5%) of the Contract Price specified in the Appendix-1, excluding taxes, duties (~~except service tax~~) and training charges shall be released towards progress payments and 100% of the taxes and duties on submission of documentary evidence along with release of progress payment of 77.5% as per Sub-Clause 2.3.

2.1.4 Two and a half percent (2.5%) of the Contract Price excluding taxes, duties and training charges specified in the **Appendix-1**, shall be released upon issue of the Preliminary Acceptance Certificate.

2.1.5 Two and a half percent (2.5%) of the Contract Price excluding taxes, duties and training charges specified in the **Appendix-1**, shall be released upon issue of the Commissioning Certificate.

2.1.6 Five percent (5%) of the Contract Price excluding taxes, duties and training charges specified in the **Appendix -1**, shall be released after establishment of Performance Guarantee parameters and issue of performance guarantee certificate.

2.1.7 Two and a half percent (2.5%) of the Contract Price excluding taxes, duties and training charges specified in the **Appendix-1**, shall be released upon issue of the Final Acceptance Certificate.

2.1.8 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed. It will not be considered as an admission by the Employer of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Employer under these conditions or in any way vary or affect the Contract.

2.2 Terms of Payment for Training Charges

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 2.2.1 Ninety seven and a half percent (97.5%) of the Price specified in the Appendix-1, shall be released on pro-rata basis upon completion of each quarter on actual training man- days utilised during the quarter.
- 2.2.2 Two and a half percent (2.5%) of the Price specified in the Appendix-1, shall be released upon issue of the Final Acceptance Certificate.
- GST shall be paid to the Contractor as per invoice at actual. The Invoice for the supply of services shall separately indicate the Goods and Service Tax claimed by the Contractor along with their relevant Goods and Service Tax Identification Number (GSTIN) obtained by the Contractor.
- 2.3 **Progress Payments [Seventy seven and a half percent (77.5%) of Price]**
- 2.3.1 **Design & Engineering**
- 2.3.1.1 Seventy Seven and a half percent (77.5%) of the Price specified in the Appendix-1, shall be released on pro-rata basis and as per progress of submission & approval of design & engineering in accordance with the approved Billing Schedule.
- 2.3.2 **Civil Engineering Work including all related Supplies**
- 2.3.2.1 Seventy Seven and a half percent (77.5%) of the Price specified in the Appendix-1, shall be released on monthly pro-rata basis subject to satisfactory progress of work as per the approved Billing Schedule.
- 2.3.3 **Supply of Building & Technological Steel Structures and Plant & Equipment including Refractories & Commissioning Spares**
- 2.3.3.1 Seventy Seven and a half percent (77.5%) of the Price specified in the Appendix-1, along with 100% taxes and duties shall be released on pro-rata basis on receipt of steel structures and plant & equipment at Site, in full and good condition, as specified in GCC.
- 2.3.4 **Ocean Freight, Customs Clearance (excluding Customs Duty), Port Clearance & Inland Transportation including Marine Insurance, etc.-**
- 2.3.4.1 VOID
- 2.3.4.2 Seventy Seven and a half percent (77.5%) of the price specified in the **Appendix-1** shall be released for comprehensive transit, storage cum erection insurance on pro- rata progress of delivery of indigenous equipment & erection.
- 2.3.5 **Erection of Building Steel Structures including Sheeting**
- 2.3.5.1 Seventy Seven and a half percent (77.5%) of the Price specified in the **Appendix-1**, shall be released on pro-rata basis upon satisfactory progress of work as per approved billing schedule.
- 2.3.6 **Erection of Refractories**
- 2.3.6.1 Seventy Seven and a half percent (77.5%) of the Price specified in the **Appendix-1**, shall be released on actual Tonnage basis when the refractories are erected in position & checked.
- 2.3.7 **Erection of Mechanical & Electrical Plant & Equipment including**

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Technological Steel Structures, Testing, Commissioning & Performance Guarantee Tests of Facilities

- 2.3.7.1 Twenty percent (20%) of the Price specified in the **Appendix-1**, shall be released on pro-rata basis when the plant & equipment are placed on the foundation/in position.
- 2.3.7.2 Forty percent (40%) of the Price specified in the **Appendix-1**, shall be released on pro-rata basis when the plant & equipment are completely erected, aligned, welded/grouted and checked.
- 2.3.7.3 Seventeen & half percent (17.5%) of the Price specified in the **Appendix-1**, shall be released on pro-rata basis when plant & equipment have been connected with all the auxiliaries, utilities and after trial runs of the individual plant & equipment/unit.
- 2.3.8 Supervision of Erection, Testing, Commissioning and Performance Guarantees Tests by Foreign Experts---**Not applicable**
- 2.3.8.1 VOID

NOTE: *The Payment Terms w.r.t. GST shall be finalised taking into consideration of GST Act & provision in due course of time.*

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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APPENDIX - 4

PRICE ADJUSTMENT DUE TO VARIATION IN PRICE INDICES

- 1.0 Void.
- 1.1 Applicability of price adjustment shall be governed by clause-11.3, 11.4 & 11.5 of GCC.
Price adjustment, if any, if required to be made in terms of Contract then the same shall be paid every six (6) months.
- 2.0 The Base Date of the Contract Price is _____. [Base date of the Contract for the purpose of price adjustment shall be the date seven(7) days before last date of submission of price bid/ updated price bid]
- 2.1 The 'Original Price' as on Base Date shall be referred to as "Po" and the 'Revised Price' after price adjustment, if any, shall be referred to as "P" in the formulae given hereunder. "Po" and "P" are exclusive of taxes & duties. If, price adjustment becomes applicable in terms of the Contract, "P" minus "Po" shall be the net price adjustment to be made.
- 2.2 The terms LTR and LTO have been defined below under the different heads, wherever applicable. The values for LTR & LTO shall be taken based on either Gazette Notification or Tripartite Agreement as applicable. In no case LTR for Gazette Notification and LTO for Tripartite Agreement or vice-versa shall be taken. This shall be applicable for calculating the price adjustment under clause 2.5 to 2.9 hereunder.
- 2.3 **For Supply of Indigenous Mechanical Plant & Equipment including Technological Structures**
Unless otherwise specified, the Price for supply of indigenous mechanical plant & equipment including Technological Structures shall be subject to adjustment as per the following formula:

$$P = Po [0.20 + 0.80 RBli / RBlo]$$
Where :
P = Revised price after adjustment.
Po = Original Price for Supply of Indigenous Mechanical Plant & Equipment including Technological Structures as on Base Date.
RBli = RBI Index for industrial machinery – Commodity no. 1.3.11.2 of Index Number of wholesale price in India, prevailing one month prior to actual month of delivery or one month prior to end scheduled completion month of delivery, whichever is lower.
RBlo = RBI Index for industrial machinery – Commodity no. 1.3.11.2 of Index Number of wholesale price in India, prevailing on Base Date.
- 2.4 **For Supply of Indigenous Electrical Plant & Equipment including Instrumentation & Telecommunication**
Unless otherwise specified, the Price for supply of indigenous electrical plant & equipment including Instrumentation & Telecommunication shall be subject to adjustment as per the formula of Indian Electrical and Electronic Manufacturers' Association (IEEMA) including base date given in IEEMA formula.
For items of Facilities for which IEEMA formulae do not exist, the formula given under Sub- Clause 2.3 hereof, shall be applicable for the purpose of calculation of the Price Adjustment. However, instead of **Commodity no. 1.3.11.2, Commodity no. 1.3.11.7** for Electrical Machinery, Equipment and Batteries of Index Number of

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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wholesale price in India will be applicable.

The Price Adjustment as above will be calculated based on IEEMA index prevailing one month prior to the actual date of dispatch or one month prior to end scheduled completion month of delivery, whichever is earlier.

2.5 For Erection of Mechanical and Electrical Plant & Equipment

The prices for erection of mechanical and electrical plant & equipment shall be subject to adjustment as per the following formula :

$$P = Po \left[\frac{LTR}{0.50 + 0.50 \frac{LTO}{LTR}} \right]$$

Where :

P = Revised price after adjustment.

Po = Original Price for Erection of Mechanical and Electrical Plant & Equipment as on Base Date.

LTR = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of erection or scheduled date of erection, whichever is earlier.

or The revised Labour Rate of minimum rated worker applicable as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises on actual date of erection or schedule date of erection, which ever is earlier.

LTO = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on the base date.

or The original Labour Rate of minimum rated worker as applicable on the Base Date as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises.

The Price Adjustment towards the labour component, shall be payable for the quantities on pro-rata basis as per the agreed bar chart or actual quantity executed, whichever is less.

2.6 For Supply of Building Steel Structures and Sheeting

Unless otherwise specified, the Price for supply of building steel structures and sheeting shall be subject to adjustment in accordance with the following formulae :

2.6.1 In case Steel is given by the Employer on cost recovery basis at rates prevailing on Base Date

$$P = Po \left[\frac{LTR}{0.7 + 0.3 \frac{LTO}{LTR}} \right]$$

Where :

P = Revised price after adjustment.

Po = Original Price for Supply of Steel Structures and Sheeting as on Base Date. The details of LTR and LTO are given at **Sub-Clause 2.6.3**

2.6.2 For steel is procured by the Contractor under the scope of work.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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$$P = \frac{Po \left[0.3 + 0.4 \frac{RBli}{RBlo} + 0.3 \frac{LTR}{LTO} \right]}{1}$$

Where :

P = Revised price after adjustment.

Po = Original Price for Supply of Steel Structures & Sheeting as on Base Date.

RBli = Wholesale price Index for iron & steel steel-long- **Commodity no. 1.3.10.1.2** as per RBI Bulletin prevailing one month prior to actual month of delivery or one month prior to end scheduled completion month of delivery, whichever is lower.

RBlo = Wholesale price Index for iron & steel steel-long- **Commodity no. 1.3.10.1.2** as per RBI Bulletin prevailing on Base Date.

The details of LTR and LTO are given at **Sub-Clause 2.6.3**

2.6.3 For Building Steel Structures Fabricated inside Employer's Plant Premises:

LTR = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of supply or scheduled date of supply, whichever is earlier.

or The revised Labour Rate of minimum rated worker applicable as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises on actual date of supply or schedule date of supply, which ever is earlier.

LTO = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on the base date.

or The original Labour Rate of minimum rated worker as applicable on the Base Date as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises.

2.6.4 For Building Steel Structures Fabricated outside Employer's Plant Premises:

LTR = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of supply or scheduled date of supply, whichever is earlier.


or The revised Labour Rate of minimum rated worker applicable as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises on actual date of supply or schedule date of supply, which ever is earlier.

LTO = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on the base date.

or The original Labour Rate of minimum rated worker as applicable on the Base Date as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises.

2.7 For Erection of Building Steel Structures and Sheeting

Unless otherwise specified, the Price for erection and installation of building

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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steel structures and sheeting including final painting shall be subject to adjustment in accordance with the formula given hereunder:

$$P = P_o \left[0.60 + 0.40 \frac{\text{LTR}}{\text{LTO}} \right]$$

Where :

P = Revised price after adjustment.

P_o = Original Price for Erection of Steel Structures and Sheeting as on Base Date.

LTR = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of erection or scheduled date of erection, whichever is earlier.

or The revised Labour Rate of minimum rated worker applicable as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises on actual date of erection or schedule date of erection, which ever is earlier.

LTO = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on the base date.

or The original Labour Rate of minimum rated worker as applicable on the Base Date as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises.

2.8 For Civil Engineering Works including all necessary Supplies*

Unless otherwise specified, the Price for the Civil Engineering works including all necessary supplies shall be subject to adjustment in accordance with the following formulae :

$$P = P_o \left[0.35 + 0.25 \frac{\text{RBli (cement)}}{\text{RBlo (cement)}} + 0.10 \frac{\text{RBli (steel)}}{\text{RBlo (steel)}} + 0.3 \frac{\text{LTR}}{\text{LTO}} \right]$$

Where :

P = Revised price after adjustment.

P_o = Original Price for Civil Engineering works as on Base Date.

RBli(cement) =Wholesale price Index for cement & lime - **Commodity no. 1.3.9.3** as per RBI Bulletin prevailing one month prior to actual month of execution or one month prior to end scheduled completion month , whichever is lower.

RBlo (cement) =Wholesale price Index for cement & lime - **Commodity no. 1.3.9.3** as per RBI Bulletin prevailing on Base Date.

LTR = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of execution or scheduled date of completion, whichever is earlier.

or The revised Labour Rate of minimum rated worker applicable as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises on actual date of execution or schedule date of completion, which ever is earlier.

LTO = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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State Government) on the base date.

or The original Labour Rate of minimum rated worker as applicable on the Base Date as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises.

The Price Adjustment towards the labour component shall be payable for the quantities on pro-rata basis as per the agreed Bar Chart or actual quantity executed, which ever is less.

RBIi(steel) = Wholesale price Index for steel –long, **Commodity no. 1.3.10.1.2** as per RBI Bulletin prevailing one month prior to actual month of execution or one month prior to end scheduled completion month, whichever is lower.

RBIo(steel) = Wholesale price Index for steel –long, **Commodity no. 1.3.10.1.2** as per RBI Bulletin prevailing on Base Date.

2.9 For Erection of Refractories

Unless otherwise specified, the Price for Erection of Refractories shall be subject to adjustment as per the following formula :

$$P = \frac{Po [0.50 + 0.50 \frac{LTR}{LTO}]}{1}$$

Where :

P = Revised price after adjustment.

Po = Original Price for Refractories as on Base Date.

LTR = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on actual date of erection or scheduled date of erection, whichever is earlier.

or The revised Labour Rate of minimum rated worker applicable as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises on actual date of erection or schedule date of erection, which ever is earlier.

LTO = Minimum wage payable to the minimum rated unskilled worker within the Plant premises (as per the Gazette Notification for minimum wages issued by the State Government) on the base date.

or The original Labour Rate of minimum rated worker as applicable on the Base Date as per Tripartite agreement covering the payment of the Contractor's workers within the plant premises.

The Price Adjustment towards the labour component shall be payable for the quantities on pro-rata basis as per the agreed bar chart or actual quantity executed, whichever is less.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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APPENDIX - 5

PERFORMANCE GUARANTEES

- 1.0 This Appendix sets out
- (a) the performance guarantees referred to in **Clause 27** of GCC (Performance Guarantee Tests).
 - (b) the preconditions to the validity of the performance guarantees, either in production and/or consumption, set forth below.
 - (c) the minimum level of the performance guarantees.
 - (d) the procedure for conducting the performance guarantee tests, recording of measurements / results and calculation for deriving the test results.
 - (e) formula for calculation of liquidated damages for failure to attain the performance guarantees.

2. **Preconditions**

The Contractor gives the performance guarantees (specified herein) for the Facilities, subject to the following preconditions being fully satisfied:

As per Technical Specifications

3. **Performance Guarantee Parameters**

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows :

3.1 **Guaranteed Production Capacity**

As per Technical Specifications

3.2 **Guaranteed Maximum Consumption of Raw Materials and Utilities**

As per Technical Specifications

4. **Failure in Guarantees and Liquidated Damages**

4.1 **Failure to Attain Guaranteed Parameters**

If the Performance Guarantee Parameters of the facilities attained in the performance guarantee test, pursuant to **Clause 27** of GCC, is less than the guaranteed figure specified, but the actual Performance Guarantee Parameters attained in the performance guarantee test is not less than the minimum level of performance guarantee parameters specified, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and / or additions to the facilities, pursuant to **Sub-Clause 27.4 & Sub-Clause 27.4.1** of GCC, then the Contractor shall pay liquidated damages at the rate specified.

As per Technical Specifications

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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4.2 Limitation of Liability

4.2.1 VOID

4.2.2 VOID

4.2.3 In case, even after all possible repairs and replacements the Facilities fail to attain the minimum level of performance guarantee parameters, the Employer may reject the Facility and recover the entire cost paid to the Contractor or alternatively the Employer may proceed for commercial settlement with the Contractor for acceptance of the Facilities at the negotiated Price.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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APPENDIX - 6

LIST OF APPROVED VENDORS

- 1.0 The following Vendors are approved for carrying out the item of the Facilities indicated against each of them. Where more than one Vendor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice well in advance time prior to appointing any selected Vendor. In accordance with the Sub-Clause 19.1 of GCC, the Contractor is free to submit proposals for Vendor for additional items from time to time. No Vendors shall be placed with any such Vendors for additional items until the Vendors have been approved in writing by the Employer and their name has been added to this list of approved Vendors.

All bought out items shall be as per Technical Specifications. Contractor shall obtain prior approval from Employer for procurement of any items from vendors not appearing in the approved vendor list

(Vendor list is detailed in Technical Specification)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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SECTION - E

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract [**SCC**] shall supplement the General Conditions of Contract [**GCC**]. Whenever there is a conflict, the provisions herein shall prevail over those in the **GCC**. The corresponding clause number of the **GCC** is indicated in parentheses

1. Definitions [GCC Clause 1]

1.1 Employer

Bokaro Power Supply Co.(P) Ltd
Hall No: M-01,Old Administrative Building
Ispat Bhawan, Bokaro Steel City-827001
Telephone No. +91(6542)
Fax No. +91(6542)
Email:

1.2 Engineer

Mr.
Bokaro Power Supply Co. (P) Ltd
Hall No: M-01,Old Administrative Building
Ispat Bhawan, Bokaro Steel City-827001
Telephone No. +91(6542)
Fax No. +91(6542)
Email:

1.3 Contractor

M/s. _____

(*Name and address*)
Telephone No. _____
e-mail _____
Facsimile No. _____

1.4 Consultant

M/s MECON Limited,
Doranda, Ranchi – 834 002 (Jharkhand) India
Telephone No. _____
Facsimile No. _____
E-mail : _____

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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2. Notices [GCC Clause 4]

2.1 Employer's Address for Notice purposes [Reference GCC Sub-Clause 4.1]

Bokaro Power Supply Co. (P) Ltd
Hall No: M-01, Old Administrative Building
Ispat Bhawan, Bokaro Steel City-827001
Telephone No. +91(6542)
Fax No. +91(6542)
Email:

2.2 Contractor's Address for Notice purposes [Reference GCC Sub-Clause 4.1]

M/s. _____

[Name and address]
Telephone No. _____ e-mail _____ Facsimile No. _____

3.0 Transportation by Wagons [Reference GCC Clause 21.4.2]

The destination for consignments to be despatched by wagons by the Contractor shall be as under:

_____ (Name of the Railway Station where site is situated).

4.0 Mobilisation Advance

No mobilization advance shall be paid against this order.

5.0 Bonus for Completion of Facilities before Time schedule (GCC Clause No. 29.5)

Not Applicable

6.0 The Surrounding Value for insurance purpose (GCC clause no. 36.1.11) : 10 % of EV

7.0 Use of Fly Ash in road construction and Fly Ash Bricks in masonry work is mandatory. Bidders to use fly ash accordingly.

8.0 Appendix -5 (Performance Guarantee) of Form of Contract Agreement (FCA): Shall be as per Technical Specification

9.0 Construction power (Reference GCC sub-clause no. 20.4.3): For delay for not giving power supply connection by Employer, the Contractor shall make their own arrangements such as diesel generator sets etc., for power supply. No claim of any sort would be entertained by Employer on this account.

10.0 Definitions of Commissioning: (Reference GCC Clause no. 1.1 & 25.2) : As per Technical specification (CI. No. 14.04)

11.0 As the Contract does not include any supply and/or service for which prices are quoted in Foreign Currency, all Clauses related to such Imported supplies and/or services including Clauses related to payments thereto, if any, shall not be applicable under this Contract.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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12.0 Instruction to bidders for compliance of GST.

- i) For the purpose of this clause the following expressions shall have the following meanings :
 - (a) GST – means any tax imposed on the supply of goods or services under GST Laws.
 - (b) Cess – means any applicable cess existing or future on the supply of Goods and services.
 - (c) GST LAW – means IGST Act, GST (Compensation to the States for Loss of Revenue) Act. CGST and SGST Act, 2016 and all related ancillary legislations.
- ii) Vendor/Supplier/Contractor agrees to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable BPSCL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
- iii) In case the Input Tax Credit of GST is denied or demand is recovered from BPSCL on account of any new complaint by the Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify BPSCL in respect of all claims of tax, penalty and/or interest loss, damages, costs, expenses and liability that may arise due to such non-compliance.
- iv) Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- v) Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit reduction in Tax Rate on inputs as well as final goods by way of reduction of price. Accordingly, for supplies made under GST the Vendor/Supplier/Contractor should confirm that benefit of lower costs has been passed on to BPSCL by way of lower prices/taxes and also provide details of the same – is applicable. BPSCL reserves the right to examine such details about costs of Inputs/input services of the Vendor/Supplier/Contractor to ensure that the intended benefits of GST have been passed on to BPSCL.
- vii) Vendor/Supplier/Contractor shall avail and pass on the benefits and concessions provided in the transitional provisions of the Goods and Service Tax Law with respect to the supplies.
- vi) Vendor/Supplier/Contractor shall avail the most beneficial notifications, abatements, exemptions etc. if any, as applicable for the supplies under the Goods and Service Tax.
- ix) For the purpose of the above mentioned requirements, the vendor shall provide necessary documents as may be necessary and shall allow Inspection of the same

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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SECTION – F

GENERAL CONDITIONS OF CONTRACT

INDEX

<u>Sl.</u>	<u>Description</u>
A.	Contract and Interpretation
1.	Definitions
2.	Contract Documents
3.	Interpretation
4.	Notices
5.	Governing Law
6.	Settlement of Disputes
B.	Subject Matter of Contract
7.	Scope of Facilities
8.	Time for Completion
9.	Contractor's Responsibilities
10.	Employer's Responsibilities
C.	Payment
11.	Contract Price
12.	Terms of Payment
13.	Securities
14.	Taxes and Duties
D.	Confidential Information
15.	Copyright
16.	Confidential Information
E.	Work Execution
17.	Representatives
18.	Work Program
19.	Subcontracting
20.	Design and Engineering
21.	Procurement
22.	Installation
23.	Test and Inspection
24.	Preliminary Acceptance
25.	Commissioning
26.	Taking Over
27.	Performance Guarantee Test
28.	Final Acceptance
F.	Guarantees and Liabilities

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
---	--	---

29. Completion Time Guarantee

30. Defect Liability

31. Patent Indemnity

32. Limitation of Liability

G. Risk Distribution

33. Transfer of Ownership

34. Care of Facilities

35. Loss of or Damage to Property; Accident or Injury to Workers;
Indemnification

36. Insurance

37. Negligence

38. Change in Laws and Regulations

39. Force Majeure

40. War Risks

H. Change in Contract Element

41. Change in the Facilities

42. Extension of Time for Completion

43. Suspension

44. Termination

45. Assignment

46. Surplus Materials

47. General

I. Annexures

I Performance Bank Guarantee

II Bank Guarantee for Release of Payment against Commissioning Certificate/
Performance Guarantee Certificate/ Final Acceptance Certificate

III Proforma for Custody Cum Indemnity Bond

IV Form of Preliminary Acceptance Certificate

V Form of Commissioning Certificate

VI Form of Performance Guarantee Certificate

VII Form of Final Acceptance Certificate

VIII Form of Change Order

	<p style="text-align: center;">BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL</p>	
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J. Safety Code for Contractors

ACRONYMS

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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GENERAL CONDITIONS OF CONTRACT

A. CONTRACT & INTERPRETATION

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them :

“**Contract**” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“**Contract Documents**” means the documents listed in Article 1.2 (Contract Documents) of the Contract Agreement (including any amendments thereto).

“**GCC**” means the General Conditions of Contract hereof.

“**SCC**” means the Special Conditions of Contract.

“**Technical Specifications/ Contract Technical Specifications**” mean the technical specifications, schedules, detailed designs, statements of technical data, performance characteristics value and all other technical particulars of the Contract.

“**GTS**” means the General Technical Specifications.

“**Day**” means calendar day of the Gregorian Calendar.

“**Month**” means calendar month of the Gregorian Calendar.

“**Mandays**” means all working days.

“**Employer**” means Bokaro Power Supply Company (P) Limited (BPSCL) includes the legal successors or permitted assigns of the Employer.

“**Engineer**” means the person appointed by the Employer in the manner provided in **Sub-Clause 17.1** (Engineer) hereof and to perform the duties delegated by the Employer.

“**Consultant**” means the person(s) named as such in the **Clause 1.4** of SCC to perform the duties delegated by the Employer as specified in the **Article 6** of the Contract Agreement.

“**Contractor**” means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

“**Contractor’s Representative**” means any person nominated by the Contractor and approved by the Employer in the manner provided in **Sub-Clause 17.2** (Contractor’s Representative) hereof to perform the duties delegated by the Contractor. For site work Contractor’s Representative shall also mean the representative of Sub-Contractors and Sub-Contractor’s Sub-Contractors.

“**Sub-Contractor**”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-Contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“**Contract Price**” means the sum specified in **Article 2.1** (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“**Base Date**” means the date given in **Sub-Clause 2.0** of **Appendix-4** of

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Contract Agreement which shall be considered in price variation formulae as given in **Sub-Clause 2.3 to 2.9 of Appendix-4** of Contract Agreement.

“**Facilities**” mean the work specified in **Clause 7** hereof, Technical Specification, including General Technical Specification and all supply & services to be carried out by the Contractor under the Contract.

“**Plant and Equipment**” means permanent plant, equipment, machinery and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract but does not include Contractor’s Equipment.

“**Installation Services**” or “**Services**” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., design & engineering, supervision work, loading & unloading, dismantling & modification, intermediate storage, transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, demonstration of performance guarantee tests, the provision of operations and maintenance manuals, training, etc.

“**Contractor’s Equipment**” means all plant, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant & Equipment, or other things intended to form or forming part of the Facilities.

“**Site**” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

“**Effective Date of Contract**” means the date of signing of Contract or 30 days from date of Letter of acceptance (LOA), whichever is earlier.

“**Time for Completion**” means the time specified in **Article 5.1** of the Contract Agreement within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations made in the Contract Agreement and the relevant provisions of the Contract.

“**Inspector**” / “**Inspecting Engineer**” shall mean any person or firm nominated by or on behalf of the Employer or his duly authorised agent to inspect equipment, materials, supplies or work under the Contract.

“**Pre-commissioning**” means the checking, testing including conducting of integrated trial runs (cold integrated trial runs in case of Facilities involving operation at high temperature) and meeting other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in **Clause 24** (Preliminary Acceptance) hereof.

“**Preliminary Acceptance**” of the Facilities means that the Facilities have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities have been completed; in other words, that the Facilities are fit for Start-up & Commissioning and Preliminary Acceptance Certificate has been issued as provided in **Clause 24** (Preliminary Acceptance) hereof.

“**Program of Performance**” shall mean the program submitted by the Contractor in accordance with **clause 18.1**

“**Preliminary Acceptance Certificate**” means the Certificate to be issued by the Employer on successful completion of Preliminary Acceptance Tests.

“**Commissioning**” means operation of the Facilities by the Contractor to a level of output as provided in **Clause 25** (Commissioning) hereof or as specified in

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Technical Specifications.

“**Commissioning Certificate**” is the Certificate to be issued by the Employer as per **Sub-Clause 25.3** hereof.

“**Completion of the Facilities**” means the Facilities have been completed and accepted when commissioned as per **Clause 25** (Commissioning).

The Facilities will be considered completed in all respects and accepted when Performance Guarantee Parameters are established as per **Clause 27** and Final Acceptance Certificate has been issued as per **Clause 28** hereof”

“**Taking Over**” means, taking over of the facilities by the Employer upon the date of commissioning mentioned in the commissioning certificate. The Employer shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto.

“**Performance Guarantee Test**” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities are able to attain the Performance Guarantees specified in the Contract as per **Clause 27** hereof.

“**Performance Guarantee Certificate**” means the Certificate to be issued by the Employer upon successful establishment of Performance Guarantees Parameter as specified in **Appendix-5** to Contract Agreement.

“**Final Acceptance**” means the acceptance by the Employer of the Facilities which certifies the Contractor’s fulfillment of the Contract in respect of Performance Guarantees of the Facilities in accordance with the provisions of **Clause 27** hereof and completion of Defects Liability Period.

“**Final Acceptance Certificate**” is the Certificate to be issued by the Employer as per **Clause 28** hereof.

“**Defect Liability Period**” means the period of validity of the warranties given by the Contractor commencing from the date of Commissioning of the Facilities, during which the Contractor is responsible for defects with respect to the Facilities as provided in **Clause 30** (Defect Liability) hereof.

2. Contract Documents

2.1 Subject to **Article 1.3** (Order of Precedence)-of the Contract Agreement, all documents forming part of the Contract (and parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

2.2 The Contractor shall be required to provide at least **20 (Twenty)** copies of signed Contract Agreement for Employer’s use within **30 (thirty)** days of the date of signing of the Contract.

3. Interpretation

3.1 Language

3.1.1 All correspondence and communications to be given and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with English language.

3.2 Singular and Plural

3.2.1 The singular shall include the plural and the plural the singular, except where the context otherwise requires.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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3.3 Headings

3.3.1 The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons

3.4.1 Words importing persons or parties shall include firms, Corporations, Companies, Joint Ventures and Government entities.

3.5 Void

3.5.1 Void

3.6 Entire Agreement

3.6.1 The Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.7 Amendment

3.7.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party hereto.

3.8 Contractor

3.8.1 The Contractor shall be an independent Entity performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

3.8.2 Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed.

3.8.3 All employees, representatives or Sub-Contractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control & supervision of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any Sub-Contract awarded by the Contractor shall be construed to create any Contractual relationship between any such employees, representatives or Sub-Contractors and the Employer.

3.9 Consortium

3.9.1 If the Contractor is a consortium of two or more parties, all such parties shall be jointly and severally bound to the Employer for the fulfillment of the obligations of the Contractor as per provisions of the Contract and shall designate one of such party to act as a leader with authority to bind the consortium. The composition or the constitution of the consortium, who have become eligible, may be permitted to alter only with the prior consent of the Employer in writing.
The consortium leader shall remain responsible not only for its scope of work but also for the scope of work of other consortium members so that Employer gets the facilities completed in all respects.

3.9.2 All employees, representatives or Sub-Contractors engaged by the Consortium in connection with the performance of the Contract shall be under the complete control & supervision of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Contract or in any Sub-Contract awarded by the Contractor shall be construed to create any Contractual relationship between any such employees, representatives or Sub-Contractors and the Employer.

3.10 Waiver

- 3.10.1 Subject to **Sub-Clause 3.10.2** below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 3.10.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 Severability

- 3.11.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Notices

- 4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, post / airmail post, special courier, telefax, , or signed & scanned copy of Notice through email to the address of the relevant party set out in the Special Conditions of Contract, with the following provisions.
- 4.1.1 Any notice sent by telefax, email shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.
- 4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.1.3 Any notice delivered personally or sent by facsimile, email shall be deemed to have been delivered on date of its dispatch.
- 4.1.4 Either party may change its postal, telefax, email address or addressee for receipt of such notices by 10 (ten) days' notice to the other party in writing.
- 4.2 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

5. Governing Law

- 5.1 The Contract including the Arbitration proceedings shall be governed by and interpreted in accordance with laws of India.

6. Settlement of Disputes

6.1 Conciliation

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the Employer and the Contractor amicably. If however, the Employer and the Contractor are not able to resolve their disputes / differences amicably as aforesaid the said disputes / differences shall be settled by Conciliation, failing which, through Arbitration.

Conciliation shall be resorted to prior to invoking Arbitration. The Arbitration Clause is to be invoked by the parties to the Contract only on failure of conciliation proceedings to amicably settle the disputes.

6.2 Arbitration

The arbitration shall be governed in accordance with The Arbitration and Conciliation Act 1996 (hereinafter referred to as the "Act") of India. The language of Arbitration shall be English.

6.2.1 Subject to the stipulations made hereinabove, Arbitration shall be conducted as per forum specified below:

- a) All Contracts, whose value is Indian Rs.5 crore and below, Arbitrator shall be appointed by the Chief Executive Officer of the Plant or Unit (whatever designation he may be holding) and the Arbitration shall be held at respective Plant/ Unit location. The Court of _____ India (with exclusion of all other Courts) shall have exclusive jurisdiction over all matters of disputes.
- b) Arbitration of contracts, where contract value is more than Indian Rs. 5 crore shall be governed by the Rules of Indian Council of Arbitration (ICA)/ "SCOPE Forum of Conciliation and Arbitration" (SCFA)/ Delhi High Court Arbitration Centre (DAC), as agreed by the party. The venue shall be New Delhi.

c) Void

6.2.2 During the pendency of the Conciliation or Arbitration proceedings both the parties (i.e. the Contractor and the Employer) shall continue to perform their contractual obligations.

The arbitral tribunal shall give reasons for its award. The tribunal shall apportion the cost of arbitration between the parties, the award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceeding provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration.

Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises (DPE) Government of India.

Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

B. SUBJECT MATTER OF CONTRACT

7. Scope of Facilities

7.1 Scope of Supplies and Services

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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7.1.1 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligation cover design & engineering; civil engineering work; dismantling, if any, of existing building, structures & equipment; modification / diversion, if any, of utility / services; fabrication & supply of steel structures; manufacture (including associated purchases and / or sub-contracting) & supply of plant & equipment and refractories; inland transportation; intermediate storage; insurance & handling; erection work; testing; pre-commissioning; start-up & commissioning and demonstration & establishment of performance guarantee parameters of the Facilities as detailed hereafter, in accordance with the plans, specifications, drawings, codes and any other documents as specified in the Technical Specifications.

7.1.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities (within the Battery limits as defined in the Technical Specification) as if such work and / or items and materials were expressly mentioned in the Contract without any extra cost to Employer.

7.1.3 The Contractor shall furnish the items with its specifications & prices of spare parts required for the operation and maintenance of the Facilities for the period of two years.

7.2 Design, Drawings & Technical Documents

7.2.1 The Contractor shall be responsible for supply of all the design, drawings and technical documents & information in respect of the plant & equipment as per **Appendix 2** to Contract Agreement & commissioning spares. The Contractor shall deliver the design, drawing, technical documents & information, to the Employer.

7.3 Dismantling & Demolition of Existing Building, Structures, Plant & Equipment (As specified in Technical Specifications)

The Contractor shall be responsible for carrying out dismantling / demolition of necessary existing buildings and structures including foundations, covered works and plant & equipment and stacking and expeditious removal of the debris to the dumping ground to be specified by the Employer within a distance of 10 km from the site.

7.4 Supply of Plant & Equipment, Structures, Commissioning Spares, Operation & Maintenance Spares, Initial Fills & Lubricants and Special Tools & Tackles

7.4.1 Plant and Equipment

The contractor shall be responsible for supply of plant & equipment as described in the Technical Specifications including General Technical Specification and Drawings/documents.

7.4.1.1 The Contractor shall furnish a copy of the unpriced Orders/ Contracts for all the boughtout items.

7.4.2 Commissioning Spares

7.4.2.1 The Contractor shall, within the Contract Price, supply adequate commissioning spares required during Start up and

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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commissioning along with the plant & equipment mentioned in **Clause 7.4.1**, hereof.

7.4.2.2 Should the commissioning spares found to be inadequate, the Contractor shall supply without any extra cost to the Employer, additional required commissioning spares within the time schedule to ensure that the Facilities are commissioned.

7.4.3 **Operation and Maintenance Spares**

7.4.3.1 The Contractor shall furnish list of spares required for the normal operation and maintenance of the Facilities, for a period of two years which will be required after commissioning. Price for such lists shall be submitted at least 6 months before the scheduled commissioning.

7.4.3.2 A list of such operation & maintenance spares along with their itemized prices shall be furnished by the Contractor. The itemized prices of such spares shall be kept valid for a period of upto twelve months.

7.4.3.3 The list of spares along with itemized price shall include such details as:

- a) Item number of equipment in Contract.
- b) Designation.
- c) Number per item.
- d) Materials indicating chemical composition and physical properties like fits and tolerances, finishes, heat treatment, etc.
- e) Manufacturing drawing number/ordering specification number/Vendor name & address.
- f) Catalogue reference.

7.4.3.4 The Contractor shall supply complete ordering specification including manufacturing drawings with bill of materials, material specification & catalogues with reference details and list of suppliers shall also form part of such ordering specification. The manufacturing drawings of individual spares/components of proprietary nature are excluded from the scope under this Clause.

7.4.3.5 The Contractor shall undertake to supply operation & maintenance spares at reasonable price at any time later during the life of the Facilities on request from the Employer. In case during the life of the Facilities, any spare(s) becomes obsolete or goes out of Contractor's production programme, the Contractor shall serve prior written notice of not less than six months to the Employer to that effect and furnish detailed manufacturing drawings to the Employer for such spares, if not already furnished. Contractor shall also ensure that the Employer is in a position to procure such spares in sufficient quantities at reasonable prices before these become obsolete or go out of production programme as stated above.

7.4.4 **Initial Fill and Lubricants**

7.4.4.1 The Contractor shall supply along with the Plant & Equipment the oils, grease & lubricants required for the initial fill including flushing liquor and also chemicals for pickling, etc., well in advance, for commissioning of the Plant &

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Equipment.

7.4.4.2 The cost of such initial fill of oils including hydraulic oils, grease and other lubricants is included in the Contract Price. Should the oil, grease & lubricants found to be inadequate, the Contractor shall supply without any extra cost to the Employer, additional required oil, grease & lubricants, within the time schedule to ensure commissioning is not held-up. The un-used oil, grease & lubricants shall be the property of the Employer.

7.4.4.3 The Contractor shall be responsible for supply of adequate quantities of such oils, grease & lubricants as may be required for this purpose till commissioning as per **Clause 25** hereof.

7.4.4.4 These oils, grease & lubricants should be preferably of Indian origin. In the case of imported oil, grease & lubricant, specification for the same shall be furnished by the Contractor for procurement in future.

7.4.4.5 The Contractor shall also furnish consumption rates of all the consumables along with estimated annual requirement and ordering specification for timely procurement by the Employer for future requirements.

7.4.5 Special Tools & Tackles

The Contractor shall supply along with the Plant & Equipment special tools & tackles, instruments and appliances which will be required for erection, commissioning, operation and maintenance of the Facilities.

The Contractor shall provide ordering specification including the names of suppliers giving sufficient details to enable the Employer to procure such special tools, tackles, instruments and appliances, at a later date when necessary, after successful commissioning.

7.5 Civil Engineering Work (As specified in Technical Specifications)

7.5.1 Unless otherwise expressly limited and/or excluded elsewhere in the Contract from Contractor's scope, the Contractor shall be responsible for the construction of all civil foundation for structures and equipment, construction of super structures, buildings and all other connected civil construction works included in the scope of work as per Technical Specifications in accordance with **Sub-Clause 20.4** hereof.

7.5.2 It is presumed that the Contractor has already inspected the site and satisfied itself about the actual site conditions and has collected any other information which may be required by the Contractor. All necessary soil tests over and above those carried out by the Employer are to be undertaken by the Contractor and no extra claim on this account shall be admitted.

7.5.3 The Contractor shall be held responsible for proper performance for buildings and structures including all other civil work for a period of 12 months after commissioning of the Facilities. Any defect found during this period will be made good by the Contractor at its own cost failing which the Employer reserves the right to take remedial measures at the Contractor's risk and cost.

7.5.4 All excavated materials shall remain the property of the Employer.

7.5.4.1 All fossils, coins, articles of value of antiquity and structure

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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and other remains or things of geological and archaeological interest discovered on the site of works shall be the absolute property of the Employer and the Contractor shall take all precautions to prevent his workmen or any other person removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal inform the Employer of such discovery and carry out the removal under the supervision of the Employer of the same and hand it over to the Employer.

7.6 Scope of work for Erection of Structures, Plant & Equipment and Refractories

- 7.6.1 The scope of work of the Contractor amongst others, shall be complete erection of the Plant and Equipment, steel structures, refractories, etc., as given in the Technical Specifications.
- 7.6.2 The Contractor shall intimate the Employer in writing well in advance about the requirement of shut down of any of the existing units / facilities for inter-connection / incorporation of additional facilities. The shutdown period shall be mutually discussed and finalised. The work to be undertaken during the shut down period shall be planned meticulously by the Contractor to reduce the shut down period to the minimum.
- 7.6.3 The Contractor shall use permanent pipe and clamps scaffolding for working at heights.

7.7 Technical Services

- 7.7.1 Technical Services to be provided by the Contractor shall include the following amongst others:
 - a) Raw material testing, if necessary.
 - b) Basic design, layout, engineering & drawings.
 - c) Detailed design, layout, engineering & drawings.
 - d) Drawings / data for carrying out Plant Engineering and detailed design/drawings of civil, structural and services.
 - e) Technical services relating to planning, procurement, manufacturing, inspection, expediting, packing, shipping, storage, etc.
 - f) Supervision of civil & structural engineering work & erection work including specialised erection services.
 - g) Technical consultation / liaison / guidance relating to detail design and plant engineering by Contractor's Sub-Contractors, Co- ordination relating to site work and other engineering work, feed back data and information to the Employer / Consultant for the Contractor's scope of supply and services.
 - h) Project Management Services including co-ordination relating to customs clearance, transportation, insurance, claim settlement, inspection of supplies, construction planning and scheduling, erection planning, field construction engineering, trial runs, start up, commissioning and performance guarantee tests.
 - i) Training of Employer's Personnel.
 - j) Void

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- k) Quality control and adherence to time schedule, control of site work and other Indian works.
- l) Clearance of installations from the statutory and other concerned authorities on behalf of Employer. The Contractor shall also assist in preparing application forms, providing necessary drawings, documents, test certificates etc., including necessary co-ordination with statutory and other concerned authorities.
- m) Post Commissioning services in accordance with terms and conditions stipulated under the Contract, if so specified in **SCC**.

7.8 Training of Employer's Personnel

Subject to stipulations of the Contract, the Contractor shall arrange for training in India & abroad of the Employer's personnel for operation, maintenance and other services of the facilities under the Contractor's scope of supply. The contractor shall furnish the details of the training to be provided to the employer's personnel for the approval of the employer. Employer may indicate the field of training and man-days to the contractor for compliance.

7.8.1 The travelling and living expenses of the Employer's trainees shall be borne by the Employer. The Employer shall also arrange necessary travel documents for its trainees. The Contractor shall, however, assist in arranging visa and medical insurance for such trainees, wherever necessary.

7.9 Deputation of Foreign Experts for Supervision of Erection, Commissioning & Performance Guarantee Test—(Not Applicable)

7.10 Demonstration of Performance Guarantee

7.10.1 The Contractor guarantees the equipment for its workmanship, materials, design and satisfactory performance in accordance with the relevant specifications & provisions of this Contract. The guarantee for performance includes individual items and systems for the ratings / output as well as for the integrated operation of the Plant. The Contractor's responsibility under this guarantee shall not in any way be reduced, diminished or absolved for any reason whatsoever in respect of supplies, materials and equipment not manufactured by the Contractor. The Contractor, upon successful commissioning of each equipment / system will conduct performance guarantee tests to demonstrate the integrated operation of all equipment / systems.

7.10.2 The details of the performance guarantee tests, test procedures, test schedules, for the demonstration of the performance guarantees shall be submitted to the Employer which will be mutually agreed upon. Any subsequent deviation / modification in the agreed schedule, if considered necessary, at a later date shall be mutually discussed and agreed upon.

7.10.3 After commencing a test, it shall be completed unless in the opinion of either Employer or Contractor a safety hazard exists which necessitates shutdown.

7.10.4 The Contractor shall undertake to demonstrate the Performance Guarantee Tests and achieve the guaranteed production capacity in a sustained manner and also the other parameters as specified in **Appendix-5** of the Contract Agreement.

7.11 Division of Scope of Facilities among members of Joint Venture

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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or Consortium

7.11.1 In case, the Contractor is a Joint Venture or Consortium of two or more firms, the division of Scope of Facilities indicated at Sub-Clauses 7.2 to 7.10 hereof, shall be given by the Contractor.

8. Time for Completion

8.1 The Contractor shall attain Completion of the Facilities as defined at **Clause 1** hereof within the time stated in the **Article-5** of Contract Agreement or within such extended time to which the Contractor shall be entitled under **Clause 42** (Extension of Time for Completion) hereof.

9. Contractor's Responsibilities

9.1 The Contractor shall carryout Scope of Facilities as specified in **Clause-7** hereof including design & engineering; civil engineering work; dismantling, if any, of existing building, structures & equipment; modification / diversion, if any, of utility/ services; fabrication & supply of steel structures; manufacture (including associated purchases and / or sub-contracting) & supply of plant & equipment and refractories; inland transportation; intermediate storage; insurance & handling; erection work; testing; pre-commissioning; start-up & commissioning and demonstration & establishment of performance guarantee parameters of the Facilities with due care and diligence in accordance with the Contract.

9.2 The Contractor shall be deemed to have entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities. The Contractor shall satisfy himself regarding the accessibility to site by existing roads, feasibility of taking materials / equipment to site and availability of Labour and local conditions.

9.3 The Contractor shall at its own expenses obtain all permits and licences from Indian and Foreign Government required for the performance of work under this Contract and the Contractor shall bear any fee payable to the Government or local licensing authority for obtaining permits and licences at their own cost (except where the Employer is statutorily required as per Indian laws, rules, statutory notifications to pay the fees and/or file applications for the permits/licences in which case the Contractor shall render assistance to the Employer). The Contractor shall perform the work in accordance with the conditions of all applicable permits and licence. The Contractor shall provide evidence of licence granted and any restriction contained therein.

The necessary Statutory Fees for such permits, approvals and / or licenses payable by the Contractor, are included in the Contract Price.

9.4 The Contractor shall comply with the Indian Laws that may be in vogue as on Base Date of the Contract or may come into force during currency of the Contract, that binds upon the Contractor The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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resulting from the violation of such laws by the Contractor or its personnel, including the Sub- Contractors and their personnel.

10. Employer's Responsibilities

- 10.1 The Employer shall ensure the accuracy of information and / or data to be supplied by the Employer, except when otherwise expressly stated in the Contract.
- 10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way. The Employer shall give full possession of and accord all rights of access thereto on or before the mutually agreed date(s).
- 10.3 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and / or licenses necessary for the execution of the Contract from State or Central Government Authorities.
- 10.4 To the extent specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide to the Contractor sufficient, properly qualified operating & maintenance personnel; shall supply & make available all raw materials, & utilities, and shall perform all work and services of whatsoever nature, for properly carrying out pre-commissioning, commissioning and performance guarantee tests by the Contractor at or before the time specified in the Program of Performance hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.
- 10.5 The Employer shall be responsible for the continued operation of the Facilities after Commissioning and shall facilitate the Contractor in performing the Performance Guarantee Test(s) for the Facilities.
- 10.6 All costs and expenses involved in the performance of the obligations under this **Clause 10** hereof, shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Performance Guarantee Tests.

C. PAYMENT

11. Contract Price

- 11.1 The Contract Price as specified in **Article 2** (Contract Price and Terms of Payment) of the Contract Agreement shall be for the entire Scope of the Facilities including spares, oils, grease, lubricants, flushing liquor, chemicals for pickling etc required during Start up and Commissioning and scrap in any form generated inside the plant premises. The break-up of the Contract Price is given in the **Appendix-1** to the Contract Agreement.

11.2. Price Basis

- 11.2.1 The Contract Price quoted in Indian Rupees shall comprise of basic price and all duties, taxes and levies, as may be applicable and prevailing on base date of the Contract. While the basic price will constitute the consideration under the Contract, the payment of GST and applicable cess, thereon, shall be reimbursed on actuals against documentary evidence.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 11.2.2 The Contract Price includes Customs Duty, Cess and IGST, if any, on the imported plant & equipment for which prices indicated in the Contract are in Indian Rupees.
Customs Duty, Cess and IGST, if any, for replacement against short supply, damaged, defective items, of such Plant & Equipment shall be borne by the Contractor.
- 11.2.3 Void.
- 11.2.4 Void.
- 11.2.5 The Contract price shall include the prices towards handling including loading & unloading, inland freight & insurance up to delivery at plant site.
- 11.2.6 The GST TDS, if any, required by Employer to be made under GST Act or rules made there under shall be deducted at such rate as may be specified with effect from such date as notified from the invoice of the contractor.
- 11.2.7 Raw Water & Electrical Power required for Construction & Erection Work at site, shall be supplied by the Employer free of cost as per **Sub- Clause 20.4.2 & 20.4.3** hereof. However, Electrical Power for fabrication work, if any, envisaged at site, shall be supplied metered & charged at the rates prevailing from time to time.
- 11.2.8 The Contractor shall use such items of steel as are made by Steel Authority of India Limited (SAIL) / TATA Steel/ RINL/Essar/JSW and which are required for execution of all civil and building structural work including sheeting and technological structures. Such items of steel as are made by SAIL/ TATA Steel/ RINL/Essar/JSW and required for the work shall be procured from SAIL/ TATA Steel/ RINL/Essar/JSW - Stockyards.
- 11.3 Firm Contract Price**
- 11.3.1 Void.
- 11.3.2 The Price for items for which the price indicated in the Contract is in Indian Rupees, except as provided in the **Sub-Clause 11.3.3** hereof, shall be firm, not subject to any escalation except in the event of a change in the scope of work or specification or as otherwise provided in the Contract. However, scope of work in pursuance of **Sub-Clause 7.1.2**, hereof, shall not be taken as change in the scope of work or specification.
- 11.3.3 Where the contractual "Time for Completion" exceeds twelve (12) months, unless otherwise specifically indicated in the Contract, the Price for the following heads shall be subject to price adjustment due to variation in price indices as per **Appendix-4** (Price Adjustment due to variation in Price Indices):
- Supply of Indigenous Mechanical Plant & Equipment including Technological Structures.
 - Supply of Indigenous Electrical Plant & Equipment including Instrumentation & Telecommunications.
 - Erection of Mechanical & Electrical Plant & Equipment including Technological Structures.
 - Supply of Building Steel Structures & Sheeting. Erection of

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Building Steel Structures & Sheetting.
Civil Engineering works including all necessary supplies.
Erection of Refractories.

11.4 Ceiling of Price Variation

- 11.4.1 The Price Variation (plus or minus) as per **Appendix-4** shall be subject to a ceiling amount of 15% of Price (excluding duties, taxes, levies, etc.) for respective heads indicated in **Sub-Clause 11.3.3**.
- 11.4.2 For the purpose of calculation of ceiling on Price variation, the taxes & duties included in the Contract Price as on Base Date, the advance payments as per **Appendix-3** and price for raw steel items if supplied by the Employer on cost recovery basis shall be deducted from the Contract Price.
- 11.4.3 The statutory variation in Taxes, Duties being reimbursed at actuals as per **Sub-Clause 14.6** hereof, shall not be included in fifteen percent (15%) ceiling on Price Adjustment.

11.5 Validity of Price Variation

- 11.5.1 No price variation is applicable for contracts with contractual "Time for Completion" upto twelve (12) months.
- 11.5.2 When contractual "Time for Completion" of the Contract is upto twelve (12) months and if completion of Facilities is delayed beyond scheduled "Time for Completion" due to reasons attributable to the Employer and extension to the "Time for Completion" is granted, the extent of price adjustment, if any, shall be allowed in the Contract Price, for the upward variations arising between the scheduled "Time for Completion" and actual date of completion of the respective item of work within the "Extended Time for Completion" of the Contract.
- 11.5.3 When contractual "Time for Completion" of the Contract is for more than twelve (12) months, price adjustment shall be allowed in the Contract Price for the variations, as follows:
- 11.5.3.1 Price adjustment, if any, shall be allowed only for that part of the Facilities, which are executed within the scheduled Time for Completion of respective items of work and the price adjustment will be limited to the price adjustment arising from the Base date of the Contract to the scheduled completion of respective items of work as indicated in **Appendix-2** of Contract Agreement or actual completion period of the respective items of work whichever is lower.
- 11.5.3.2 If completion of facilities is achieved within the scheduled 'Time for Completion' (as per sub-clause 1.1) but beyond scheduled period of completion of respective items of work as indicated in Appendix-2 of Contract Agreement, the price adjustment shall be calculated on the basis of the lower of the following two RBI Indices:
- 1) RBI Index as on the scheduled date of completion;
or
 - 2) RBI Index as on the Actual date of completion.
- 11.5.3.3 If completion of the Facilities is delayed beyond scheduled "Time for Completion", due to the reasons not attributable to the Employer, notwithstanding the extension to the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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“Time for Completion” is granted, no price adjustment shall be allowed in the Contract Price for the portion of work executed beyond scheduled “Time for Completion”. However, in case the RBI indices during the extended completion time are lower, the same will be applicable for calculating the price adjustment.

11.5.3.4 If completion of Facilities is delayed beyond scheduled “Time for Completion” due to reasons attributable to the Employer and extension to the “Time for Completion” is granted, price adjustment, if any, shall be paid in the Contract Price, for the variations arising between the base date and actual date of completion of the respective item of work within the “Extended Time for Completion” of the Contract.

However, if the completion of facilities is delayed beyond scheduled date of the “Time for Completion” due to reasons attributable to both the parties, then the period for delay attributable to the Employer will be considered as initial delay and the price adjustment shall be applicable during this period as well.

11.5.4 The Contractor shall submit its first Statements for Price Adjustment, if any, after completion of six months from Effective Date of Contract with all break-up and supporting documents to justify Price Adjustment. Subsequent Price Adjustment Statements shall be submitted by the Contractor after every six months. The payable escalation amount shall be paid as per Payment Terms.

11.6 Adjustment of Price for Weights and Physical Quantities of Work

11.6.1 The Contract is for Turnkey Completion of Scope of Facilities as specified in the **Clause 7** hereof & Technical Specifications. The physical quantities and weights as given in the contract/ billing schedule, are indicative only for the purpose of making progress payments on prorata basis as per **Clause 2.3** of **Appendix-3** of Contract Agreement. Neither the Contractor shall be entitled to get any additional price from the Employer nor the Employer is entitled to deduct any amount from the Contract Price due to variation in physical quantities and weights.

11.7 Billing and Despatch Schedule

11.7.1 The Contractor within 90 (ninety) days of the Effective Date of the Contract shall submit detailed Billing Schedules (breakup of the Price Schedule contained in the **Appendix-1**) for the purpose of giving the value of Po for the consideration of Price Adjustment, if applicable, in accordance to the **Appendix-4** and release of progress payments in accordance to **Appendix-3**, which will be scrutinised and approved by the Employer. The detailed Billing Schedules shall be based on Time Schedule included in **Appendix-2** (Time Schedule) to the Contract Agreement and Network as per **Sub-Clause 18.1.1** hereof, for respective progress payment terms in accordance with **Clause 2.3** of **Appendix-3**.

11.7.2 Within 6 (six) months from the Effective Date of Contract, a detailed shipping schedule matching to billing schedule & **time schedule**, shall be submitted by the Contractor, indicating the break-up of the complete Plant & Equipment, structures and refractories into shipment units with approximate weights and dimensions and the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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respective dates upon which such units will be dispatched from the Contractor's and / or its Sub-Contractor's works. The Contractor shall arrange for supplies of the Plant & Equipment, structures and refractories in the logical sequence required for erection at site within the overall Time for Completion of the Facilities unless otherwise agreed to by the Employer. The Contractor shall promptly give written notice to the Employer of any anticipated delay in maintaining such schedule stating reasons and remedial measures, thereof. This shall not, however, in any way absolve the Contractor from his responsibility of timely delivery of plant & equipment as per Contractual time schedule.

12. Terms of Payment

12.1 General

- 12.1.1 No advance will be provided to the Contractor, unless specified in IFB/ BDS and the payments will be linked with the progress.
- 12.1.2 All payments shall be made as specified in **Appendix-3** (Terms of Payment), directly by the Employer to the Contractor unless otherwise provided in the Contract or agreed between the Parties.
- 12.1.3 If as per provisions of Contract any payment is made directly by the Employer to the Sub-Contractors, such payments shall constitute a proper discharge of Employer's obligations for such payments to the Contractor.
- 12.1.4 The payments will be made in the currencies quoted by the Contractor and included in the Contract unless otherwise agreed to between the Parties.
- 12.1.5 The Contractor shall furnish the detailed Billing Schedule as per **Sub- Clause 11.7.1** hereof, for each item under the scope of work of the Contract, for the approval of Employer, which after the approval only, will be the basis for submission of invoices for progress payments.
- 12.1.6 The Employer shall release the payment to the Contractor within thirty (30) days from the date of receipt of the complete and correct invoices & relevant documents.
- 12.1.7 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed. It will not be considered as an admission by the Employer of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Employer under these conditions or in any way vary or affect the Contract.

13. Securities

13.1 Issuance of Securities (Bank Guarantees)

- 13.1.1 The Contractor shall provide the Securities in the form of Bank Guarantees specified below in favour of the Employer at the times, and in the amount, manner and form specified below.
- 13.1.2 The Bank Guarantee shall be in the form provided in the **Annexure I to II** hereof or in another form acceptable to the Employer.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 13.1.3 The Bank Guarantee for Indian Rupee payments shall be issued and be payable/operable by State Bank of India (SBI) or an Scheduled Commercial Bank in India at the place where Plant is located or any other location acceptable to the employer.
- 13.1.4 Void.
- 13.1.5 In case the project gets delayed then the BG shall be extended by the contractor for such delayed period. However, if the delay is due to reasons not attributable to Contractor, the BG extension charges shall be reimbursed by the Employer.
- 13.2 Performance Bank Guarantee**
- 13.2.1 The Contractor shall, within 30 (thirty) days after signing of Contract Agreement, provide a Bank Guarantee (as per **Annexure-I** hereof) for the due performance of the Contract in amount equivalent to 10% of the Contract Price (including GST as included in the Price Schedules). This should be valid up to defect Liability period.
- 13.2.1.1 If the Contractor fails to provide the Performance Bank Guarantee, the Employer shall have the right to take risk purchase action including forfeiting the bid security, and get the Facilities executed by any other party at the risk and cost of the Contractor, after expiry of the notice for terminating the Contract for such default by the Contractor.
- Forfeiture of bid Security is liable to GST at applicable rate.
- 13.2.2 The Bank Guarantee shall automatically become null and void after twelve (12) months after issue of Commissioning Certificate, provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to **Sub-Clause 30** hereof, the Contractor shall issue an additional Bank Guarantee in an amount proportionate to the Price of that part. The Bank Guarantee shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to **Sub-Clause 30.5** hereof, is liable for an extended warranty obligation, the performance Bank Guarantee shall be extended for the period of 12 months from date of its restoration and up to the amount equal to 10% value of the component / part / equipment.
- 13.3 Bank Guarantee for release of payments towards Commissioning**
- 13.3.1 The Contractor shall provide Bank Guarantee (as per **Annexure-II** hereof) to the Employer for an amount equivalent to the payment under **Sub-Clause 25.4** hereof, valid for a period of 12 months.
- 13.3.2 The Bank Guarantee shall be returned to the Contractor as soon as Commissioning Certificate has been issued, at the latest, however, on the expiry of 12 months from the date of release of payment against Bank Guarantee.
- 13.4 Bank Guarantee for release of payments towards Performance Guarantee Certificate**
- 13.4.1 The Contractor shall provide Bank Guarantee (as per **Annexure-II** hereof) to the Employer for an amount equivalent to the payment under **Clause 27** hereof, for a period of 12 months.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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13.4.2 The Bank Guarantee shall be returned to the Contractor as soon as the Performance Guarantee Test is successfully completed and the guaranteed output and other parameters are met, at the latest, however, on expiry of 12 months from the date of release of payment against Commissioning Certificate.

13.5 Bank Guarantee for release of payments towards Final Acceptance Certificate

13.5.1 The Contractor shall provide Bank Guarantee (as per **Annexure-II** hereof) to the Employer for an amount equivalent to the payment under **Clause 28** hereof, valid for a period of 12 months.

13.6 Claims under Security (Bank Guarantee)

If the Employer considers itself entitled to any claim under any Bank Guarantee, it shall so notify the Contractor, specifying the default of the Contractor upon which it bases its claim, and it shall require the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen days of receipt of such notice, then the Employer shall be entitled to call Security.

The actual expenditure incurred by the Contractor for extension of BG/Additional Insurance Premium shall be reimbursed to the Contractor in case delay in completion of project is not attributable to the Contractor.

14. Taxes & Duties

14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-Contractors or their employees by Municipal, State or Central Government Authorities.

However, subject to stipulations of the Contract, the payment of duties, taxes, levies, etc., will be reimbursed (on actual) against documentary evidence to be produced by the Contractor, subject to a ceiling indicated in price schedule(s) of the Contract. In no case the reimbursement towards duties and taxes, etc., shall exceed the amount indicated in price schedule(s) of the Contract towards duties, taxes, levies, etc. except on account of statutory variation in Taxes & Duties and / or imposition of new taxes and duties.

All taxes & duties payable outside India in respect of performance of the Contract shall be borne & paid by the Contractor. The Employer shall have no liability whatsoever on this account.

14.1.1 The GST TDS if any required by Employer to be made under GST Act or rules made thereunder shall be deducted at such rate as may be specified with effect from such date as notified from the invoice of the contractor.

14.1.2 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.

14.1.3 VOID.

14.2 Void

14.2.1 The Contractor shall bear and pay Customs Duty, Cess and IGST on imported plant & equipment for which prices indicated in the Contract are in Indian Rupees.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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14.3 Void.

14.3.1 Void

14.3.2 Void.

14.4 **Avoidance of Double Taxation**

14.4.1 Void.

14.4.2 Void

14.4.3 Void

14.5 **INPUT TAX CREDIT**

14.5.1 The Contractor shall submit all Documents required by the Employer to avail the GST Input Tax credit. In case, the Contractor fails to submit the required document for availing the GST Input tax credit by the Employer in respect of supplies, the amount of Goods and Service tax on such indigenous plant & equipment may be recovered by the Employer from the Contractor unless the Contractor furnishes proper justification.

In case of indigenous plant & equipment, Contractor is responsible for uploading his outward supplies data with GSTR 1 in the month of supply and any demand of interest for failure of the contractor to upload the invoice details or to accept purchase data filed by Employer in inward supplies return (GSTR-2) shall be to the account of Contractor.

14.5.2 Void.

14.5.3 Void

14.5.4 E-way bills / Transit passes / Road Permits, if required for materials etc., bought into the project site is to be arranged by the Contractor only. The Employer will issue e-waybills as required for dispatch of materials to the Contractor on request who is not registered under GST Act. Advance intimation in this regard is to be given by the Contractor to the Employer.

14.6 **Variations in Taxes & Duties**

14.6.1 For the purpose of the Contract, it is agreed that the 'Contract Price' specified in **Article 2** ("Contract Price" & "Terms of Payment") of the Contract Agreement is based on the taxes, duties, levies etc. and charges prevailing on Base date (hereinafter called "**Tax**" in this **Sub- Clause 14.6** hereof). If any rate of tax is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Sub-Contractors or their employees in connection with performance of the Contract, an adjustment of the Contract Price shall be made as per **Sub-Clauses 14.6.2 & 14.6.3**,

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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hereof, by addition to the Contract Price or deduction there from, as the case may be.

- 14.6.1.1 For taxes and duties which are eligible for Input Tax Credit, the adjustment in the Contract Price towards variations in taxes, imposition of new taxes or abrogation of existing taxes shall be applicable.

For other taxes & duties, the variations in the taxes, enactment of new taxes or abrogation of existing taxes, which takes place within the scheduled Contractual delivery / execution period shall be applicable.

Whereas the variations in the taxes, enactment of new taxes or abrogation of existing taxes, which takes place during the extended period shall be applicable only if the reasons for delay is attributable to employer.

- 14.6.2 The adjustment in the Contract Price towards variation in the taxes shall be made by the Employer on production of the documentary evidences by the Contractor.
- 14.6.3 The Contract Price shall be adjusted towards variations in taxes in respect of only finished equipment supplied by the Contractor to the Employer. No adjustment in the Contract price shall be made for variations in the taxes on raw-materials, parts, component / intermediate components, assemblies / sub-assemblies, etc.
- 14.6.4 For the purpose of adjustment in the Contract Price towards variation in taxes, the Contract Price shall be the price including price adjustment due to variation in price indices, as payable in accordance with **Appendix-4**.
- 14.6.5 In case any steel structure is fabricated at Employer's site after approval of the Employer as specified in the **Sub-Clause 21.1.1**, hereof, beyond the items and quantities indicated in the **Table-1.3** of the **Appendix-1** and there is saving in payment of duties, taxes, levies, etc. on this account then such saving will be recovered by the Employer from the Contractor's bills.

14.7 **Void**

- 14.7.1 Invoices for all Taxable Input Services shall be made to "Bokaro Power Supply Company (P) Limited" for availing Input Tax credit of Goods and Service Tax under relevant Rules and shall be furnished by the Contractor to the Employer for availing Input Tax credit of Goods and Service Tax.
The Invoice for the supply of services shall separately indicate the Goods and Service Tax claimed by the Contractor along with their relevant Goods and Service Tax Identification Number (GSTIN) obtained by the Contractor.
- 14.7.2 The Contractor shall submit all other Documents required by the Employer to avail the Input Tax credit of Goods and Service Tax. In case, the Contractor fails to submit the required document for availing the Input Tax credit of Goods and Service Tax by the Employer in respect of Input Services, the same may be recovered by the Employer from the Contractor unless the Contractor furnishes proper justification.

14.8 **Income Tax**

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under Indian Income Tax Act on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer.

D. CONFIDENTIAL INFORMATION

15. Copyright

15.1 The copyrights in all drawings, documents and other materials containing data and information including drawings/ordering specifications / catalogues for fast wearing parts furnished by the Contractor to the Employer shall remain vested in the Contractor; however the Employer shall have the right to use all such drawings, documents and other material, data and information for execution of the Contract and operation and maintenance of the Facilities being subject of the Contract.

16. Confidential Information

16.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any document, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor(s) such documents, data & other information it receives from the Employer to the extent required for Sub-Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause.

16.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

16.3 The obligation of a party under **Sub-Clauses 16.1 and 16.2** hereof, however, shall not apply to that information which

- a) now or hereafter enters the public domain through no fault of that party.
- b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

16.4 The above provisions of this clause (**Clause 16** hereof) shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

16.5 The provisions of this clause (**Clause 16** hereof) shall survive termination, for whatever reason, of the Contract.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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E. WORK EXECUTION

17. Representatives

17.1 Engineer

17.1.1 If the Engineer is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall notify the Contractor in writing the name of the Engineer. The Employer may from time to time appoint some other person as the Engineer in place of the person previously so appointed. The Engineer shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer, except as herein otherwise provided.

17.2 Contractor's Representative

17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative with the consent of Employer.

17.2.2 The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent.

17.2.3 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer all the Contractor's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Employer or the Engineer to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer, except as herein otherwise provided.

17.2.4 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under **Sub- Clause 22.3** hereof. The Contractor on receipt of such notice, shall remove such person from the Facilities. If any representative or person employed by the Contractor is removed in accordance with **Sub-Clause 17.2.4** hereof, the Contractor shall promptly appoint a replacement.

17.3 Co-operation with Other Contractors

17.3.1 The Contractor shall, upon written request from the Engineer, provide all relevant technical information to the other Contractors employed by the Employer on or near the Site for any associated Plant & Equipment to enable the Employer to obtain the efficient & economical design of the associated Plant & Equipment.

If required by the Contractor, the other contractors of the Employer will enter into a confidentiality agreement to ensure the technical information is not unlawfully disclosed.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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17.3.2 The Contractor shall, upon written request from the Engineer, give all reasonable opportunities for carrying out the work to any other Contractors employed by the Employer on or near the Site and shall co-ordinate with the other Contractors for any interface activity under its Scope of Facilities.

17.3.3 The Contractor shall also so arrange to perform its work as to minimise, to the extent possible, interference with the work of other Contractors. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor & other Contractors in regard to their work.

18. Work Program

18.1 Program of Performance

18.1.1 Within three (3) weeks after the effective date of signing the Contract Agreement, the Contractor shall prepare and submit to the Engineer the Master Network (Hard & soft) for the performance of the Contract, showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract as per **Clause 10** hereof, so as to enable the Contractor to execute the Contract in accordance with the programme and to achieve Acceptance of the Facilities in accordance with the Contract.

18.1.2 The Master Network so submitted by the Contractor shall accord with the Time Schedule included in **Appendix-2** (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract.

18.1.3 The Engineer shall approve the Master Network after scrutiny and discussions with the Contractor within one (1) week of submission of Master Network. The Contractor shall submit finalised Master Network in number of copies as required by the Employer.

18.1.4 Based on the finalised Master Network as per **Clause 18.1.3** hereof, the Contractor shall submit Detailed Works Programme (L-1 & L-2 Network) in the form of soft copy for each unit of the Facilities progressively within four (4) to eight (8) weeks from the Effective Date of the Contract. These Networks shall be approved by the Engineer within three (3) weeks of the submission.

18.1.5 The Contractor shall update and revise the finalised Master Network and Detailed Works Programme as and when appropriate or when required by the Engineer, but without modification in the Times for Completion given in the **Clause 1.1** of **Appendix-2** and any extension granted in accordance with **Clause 42** hereof, and shall submit all such revisions to the Engineer.

18.1.6 The Contractor shall intimate the Employer / Engineer, in writing well in advance, about the requirement of shut down of any of the existing Units / facilities for inter-connection / incorporation of additional units / facilities. The shutdown period shall be mutually discussed and finalised. The work to be undertaken round the clock during the shut down period shall be planned meticulously by the Contractor to reduce the shut down period to the minimum.

18.2 Detailed Works Programme

18.2.1 The Detailed Works Programme shall be compiled utilizing critical path

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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method programming software that permits total electronic data transfer compatibility with the “**Primavera Software**” or on notice, any modification, substitution, replacement of the same. The Detailed Works Programme shall show or include, but not be limited to, the following :

- a) Time for Completion for each activity;
- b) The order in which the Contractor intends to design and execute the Contract (including the anticipated timing of each stage of design, procurement, manufacture, inspection, delivery to Project Site, construction, erection, installation and testing) consistent with the Contractor’s Obligations under the Contract;
- c) Define in detail all of the Contractor’s work on the Project Site, including the delivery, construction and/or installation, commissioning, testing and completion of Facilities;
- d) Details of any Temporary Works which, in the Contractor’s opinion, are critical to the satisfactory completion of the Facilities;
- e) The critical path(s) which shall be printed in colour unless otherwise agreed with the Engineer;
- f) A unique identification/ reference number and revision status, indicating clearly the changes incorporated therein; and
- g) The detail of any Works Executed in that period of time between the Notification of Award and Effective Date of Contract.

18.2.2 Provided always that the Works Programme submitted in accordance with **Clause 18.1** shall be compiled to satisfy, without limitation, the following requirements :

- a) no activity shown on the Works Programme shall be longer than forty-five (45) days duration;
- b) the Works Programme shall clearly identify all Milestone Events;
- c) the Contractor shall incorporate activity codes and/or a Work Breakdown Structure in the Works Programme such that activities can be sorted and/or filtered by any or all of the following :
 - i) the whole of the Facilities;
 - ii) individual sections and interface areas;
 - iii) the various floor levels of the Facilities;
 - iv) the various areas within the Facilities as agreed with the Engineer;
 - v) the various areas within the Project Site;
 - vi) various disciplines, including the design, manufacture, supply and installation of civil & structural works, electrical & mechanical works (further broken down into electrical, mechanical, plumbing and drainage etc.) finishes (further broken down into screeding, flooring and floor finishes, false ceilings, raised floors and painting) and special systems/ sub- systems;
 - vii) it shall be possible to clearly identify each phase of each activity or group of related activities from the design, procurement, installation, execution and testing and

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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commissioning and trials stages.

- 18.2.3 The Contractor warrants that the Works Programme submitted in accordance with **Clause 18.1** shall be achievable and in compliance with the requirements of the Contract and that it shall permit effective monitoring of progress and allow reasonable periods of time for the provision of any information required from the Employer or the Employer's Representative or any third party.
- 18.2.4 The Works Programme shall be the programme submitted in accordance with **Clause 18.1** (including any programme resubmitted by the Contractor) that is endorsed.
- 18.2.5 The Contractor shall design and execute the Facilities regularly and diligently and in accordance with the Works Programme
- 18.2.6 If at any time the Contractor's actual progress falls behind the Program of Performance hereof, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Engineer, prepare and submit to the Engineer a revised program, taking into account the prevailing circumstances, and shall notify the Engineer of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under **Sub-Clause 8.1** (Time for Completion) hereof, any extension thereof entitled under **Sub-Clause 42.1** (Extension of Time for Completion) hereof, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.
- 18.2.7 Throughout the progress of the Works, the Contractor shall submit to the Employer's Representative monthly updates of the Works Programme and any documents which are included in or form part of the Works Programme. Each Works Programme shall show progress for the thirty (30) days immediately prior to the data date and proposed works for the sixty (60) days following the data date (the "data date" being the date on which progress is updated on the programme).
- 18.2.8 Throughout the progress of the Works, the Contractor shall submit to the Engineer a Report in a format stipulated by the Engineer:
- a) a summary weekly report on the progress of the Works in such detail and providing such information as required by the Engineer or as otherwise directed from time to time by the Engineer;
 - b) a detailed monthly report on the progress of the Works.
 - c) Employer shall arrange progress review meeting periodically (not exceeding 3 months) to monitor the progress of the work.
- 18.2.9 The Contractor hereby acknowledges and accepts that any programme, monthly report, schedule, plan and daily report to be prepared in consultation with Engineer and submitted, shall not constitute any of the notices which it is required to give under any provision of the Contract.
- 18.2.10 The Employer's Representative's comment or failure to comment upon any document submitted in accordance with this Clause 18.2 (Detailed Works Programme) signifies merely the understanding of the proposed order, sequence and method of working and shall not:
- a) relieve the Contractor of any of its obligations under the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Contract;

b) create any obligation or liability on the part of the Employer;
nor

c) establish the Detailed Works Programme or any programme as part of the Contract.

18.2.11 In addition to the reports required under this Clause 18.2 (Detailed Works Programme), the Contractor shall supply to the Engineer at such times as the Engineer may reasonably direct during the progress of the Works such further or special written particulars and information as are reasonably required by the Engineer to enable proper and detailed progress records to be maintained in respect of the Works.

18.2.12 It shall be a condition precedent to any payment under the Contract that the programme submitted pursuant to **Clause 18.2** (Detailed Works Programme) and monthly updates of the same have been discussed with and endorsed by Engineer.

18.3 Subject to the foregoing, unless expressly stipulated or described in the Contract, the choice of methods of working, construction methods and Temporary Works, programming the Works and deployment of the Contractor's Equipment and employees on the Project Site shall be the sole responsibility of the Contractor.

18.4 **Work Procedures**

18.4.1 The Contract shall be executed in accordance with the Contract Documents including Appendices to the Contract Agreement and Annexure hereof.

18.4.2 The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with provisions contained in the Contract.

18.5 **Manpower Requirement for Operation & Maintenance of Facilities**

18.5.1 The Contractor shall submit to the Employer within a reasonable period but not later than six (6) months from the Effective Date of the Contract, the recommended manpower requirement category wise and unit wise for the regular operation of the Facilities at the Guaranteed Production Capacity as per Contract. The manpower requirement shall include the requirement for the maintenance of the Facilities. The Contractor shall also submit job specifications for each category of personnel particularly in the critical positions to enable the Employer to deploy / recruit such personnel.

18.6 **Training**

18.6.1 The Contractor shall identify the key positions and number of persons both in maintenance and operations department to be trained for efficient running of the plant.

18.6.2 The Contractor shall arrange for training of the personnel of the Employer, abroad / in India for the man-days indicated in Table-1 of **Appendix-1** of Contract Agreement.

18.6.3 The Contractor shall submit Schedule for Training of personnel of the Employer within a reasonable period but not later than six (6) months from the Effective Date of Contract. The schedule shall be mutually

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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agreed upon between the Employer and the Contractor.

18.6.4 The Contractor shall supply five (5) copies of Training Manuals, Instructions and other connected literature to the Employer in English Language. In addition, each trainee shall be provided the necessary manuals, literatures etc.

19. Subcontracting

19.1 List of Approved Vendors (**Appendix-6**) forming a part of the Contract Agreement, specifies major items of supply or services and indicates name of approved Vendors against each item. Insofar as no Vendor is listed against any such item, the Contractor shall prepare a list of Vendors for such item for inclusion in approved list given in **Appendix-6** of the Contract Agreement.

Any change/ addition in the vendor list shall require prior approval of the employer.

The contractor may engage sub-contractors with the prior approval of employer as per stipulated procedures of the employer.

Such approval, by the Employer for any of the Sub-Contractors / Vendors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

19.2 On the request of the Contractor, the Employer may make direct payment in respect of equipment supply / work to the Sub-Contractor / Vendor on certification by the Contractor.

20. Design and Engineering

20.1 Specifications and Drawings

20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

20.1.1.1 The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Engineer / Consultant or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

20.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Engineer / Consultant & shall be treated in accordance with **Clause 41** hereof.

20.3 Approval / Review of Technical Documents by Engineer / Consultant

20.3.1 The Contractor shall prepare (or cause its Subcontractors to

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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prepare) and furnish to the Engineer / Consultant the drawings / documents listed at **Sub-Clause 2.2** of **Appendix-2** to the Contract Agreement for approval or review as specified and in accordance with the requirements of **Sub-Clause 18.1** (Program of Performance) hereof.

- 20.3.2 Any part of the Facilities covered by or related to the drawings / documents to be approved by the Engineer / Consultant shall be executed only after the Engineer / Consultant's approval thereof.
- 20.3.3 **Sub-Clauses 20.3.5 through 20.3.9** hereof, shall apply to those drawings/ documents requiring the Engineer / Consultant's approval, but not to those furnished to the Engineer / Consultant for its reference only.
- 20.3.4 To enable the Employer to accord approval and to review documents the Contractor shall submit back-up data / drawings / basic calculations / assumptions as may be required by the Employer / Consultant except for proprietary items.
- 20.3.5 Within fourteen (14) days after receipt by the Engineer / Consultant of any drawings / document requiring the Engineer / Consultant's approval in accordance with **Sub-Clause 20.3.1** to **20.3.3** hereof, the Engineer / Consultant shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Engineer / Consultant proposes.
- 20.3.6 The Engineer / Consultant shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- 20.3.7 If the Engineer / Consultant disapproves the drawing / document, the Contractor shall modify the drawing / document and resubmit it for the Engineer / Consultant's approval in accordance with **Sub-Clause 20.3.5** hereof. The Engineer/Consultant will not give any new comment on the revised drawing, wherein all comments have been incorporated by the Contractor in the revised drawing. If the Engineer / Consultant approves the drawing / document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.
- 20.3.8 The Engineer / Consultant's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract.
- 20.3.9 The Contractor shall not depart from any approved drawing / document unless the Contractor has first submitted to the Engineer / Consultant an amended drawing / document and obtained the Engineer / Consultant's approval thereof, pursuant to the provisions of this **Sub- Clause 20.3** hereof.

20.4 **Civil Engineering Work**

20.4.1 The Contractor shall carryout Civil Engineering Work as per the Technical Specification in accordance with conditions given below:

20.4.1.1 The Contractor shall make its own arrangement for all labour, construction, tools & tackles & construction materials. All temporary approach roads to the site for

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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carrying out construction work shall be constructed and maintained by the Contractor at its own cost.

- 20.4.1.2 The Contractor shall make arrangement at its own cost for drawing and distributing water and power from a single point each, where water and power will be provided by the Employer. The Contractor should have adequate water storage capacity to meet its requirements.
- 20.4.1.3 The Contractor shall take all necessary precautions to avoid damage to any property of the Employer or any third party. The Contractor shall also ensure that the progress of work of other Contractors in the adjoining areas is not hindered.
- 20.4.1.4 Subject to provisions of Clause 22.6.8, the Contractor shall take all precautions during execution, especially while excavating to avoid interference with or damage to underground works, such as cables, pipe lines, drains, etc. and provide all possible protection to these works and in case they are damaged, rebuild / divert them at its own cost.
- 20.4.1.5 The Contractor shall carry out, at its own cost, necessary precision survey to set out and check the setting of all works including foundation & anchor bolts, etc., to the required tolerances using the grid reference points available in the plant site.
- 20.4.1.6 Materials brought to the site shall not be removed from the site without the written consent of the Employer. The Contractor shall submit well in advance for approval of all samples, specimens as the Employer may demand from time to time. Any material brought to site and rejected by the Employer shall be removed by the Contractor from the site of work immediately.
- 20.4.1.7 The Employer may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the approved drawings / specifications / written instructions. No extra claims shall be entertained for removal & re-execution of such work.
- 20.4.1.8 No work shall be covered up or put out of view without the clearance of the Employer. In the event of failing to do so, the Contractor shall uncover any part of the work or make openings in or through the works as the Employer may direct and they shall be made good with materials approved by the Employer and should match with workmanship of the surrounding work.
- 20.4.1.9 The Contractor shall provide sufficient strong and stable stagings so as to ensure safety of the labour & structures.
- 20.4.1.10 The Contractor shall dismantle and remove the stagings and other temporary facilities like stores, offices, labour camp, etc., on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.
- 20.4.1.11 After completion of work, the Contractor shall carry out micro leveling of the site within battery limit ensuring proper grades and slopes to achieve efficient drainage of

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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the site. The Contractor shall remove all debris, surplus earth, etc., and dump the same at place(s) as directed by the Employer within a distance of 10 km from the site.

20.4.1.12

- a) The cost of testing of concrete and any other material, shall be borne by the Contractor.
- b) The Contractor shall install its own testing facilities at site for testing of construction materials like cement, aggregates, concrete cubes, soil etc.
- c) Testing shall be carried out by the Contractor in the presence of Employer's representative. However, the Contractor shall arrange for such testing, in case of exigencies on the Employer's instructions, at any other testing laboratory as approved by the Employer without any extra cost to the Employer. All test results shall be submitted by the Contractor to the Employer for his approval.
- d) Any special measures or techniques which may be necessary for construction of structures, e.g., dewatering, sheet piling, diaphragm walls, well sinking, well point system, continuous pouring of concrete, etc., shall be deemed to have been taken into account by the Contractor and no extra claim, whatsoever, shall be entertained.

20.4.1.13 In respect of any portion of works which is to be embedded or covered up by other works, the Contractor shall submit them to Employer for technical inspection and have the necessary clearance certificates duly signed by the Employer and Contractor before letting such portion to be embedded or covered.

20.4.1.14 Wherever works are to be carried out in proximity or within existing facilities, Contractor may have to adopt special methodology of construction suited to prevailing conditions. The Contractor shall make necessary schemes in advance and finalise the same with the approval of the Engineer / Consultant.

20.4.2 Construction Water

20.4.2.1 Construction & Drinking water shall be supplied free of cost by the Employer to the Contractor at a single point within a distance of 300 m from the battery limit. The Contractor shall make its own arrangements to lay and maintain necessary distribution lines, valves, etc., from this point at its own cost.

20.4.2.2 The Contractor shall be responsible to store water in sufficient quantities to meet its requirements and ensure that there is no wastage of water. Quantum of supply will depend on availability and no claim for shortfall shall be allowed by the Employer.

20.4.3 Construction Power

20.4.3.1 The Employer will supply 415V, 3-Phase four wire AC power in bulk at one point within 300 meters of battery limit, for construction & erection free of charge. The Contractor shall make its own arrangements to lay and maintain necessary distribution lines and wiring at its own cost. Electrical power for fabrication work, if any, envisaged at site shall be supplied, metered and charged at the rate prevailing from time to time.

20.4.3.2 The Contractor shall ensure that the electrical equipment employed by the Contractor will be such that the aggregate power factor does not fall below 0.8 at the Employer's

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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terminal point.

20.4.3.3 The electrical installations for construction power shall conform to Indian Electricity Rules.

20.4.3.4 The Contractor will employ Electricians having valid Electrical Licence for carrying out the installations as well as for maintenance.

20.4.3.5 The Contractor shall be responsible for all damages, losses, etc., if it is due to the Contractors negligence, improper installation, operation and/ or maintenance of Contractors part of installations.

20.4.4 Structural Load Test

The Contractor shall carry out structural load test on any part of the building / structure at its own cost if such structural load test is warranted due to unsatisfactory test results of concrete cubes and if so directed by the Employer.

20.4.5 Royalties for the Construction Materials

20.4.5.1 Royalties for the construction materials, e.g., sand, stone aggregates, boulders, moorum etc. as prescribed from time to time by the State Government shall be recovered from the bills of the Contractor and paid to the State Government by the Employer if there is a demand from statutory authorities in this regard. The Contractor shall submit necessary documentary evidence that the Contractor has paid the royalties directly to the statutory authorities at source.

20.4.6 Explosives

20.4.6.1 In case explosives are required for blasting of hard rock, the same shall be arranged by the Contractor at its own cost. Fulfillment of statutory obligations shall be the responsibility of the Contractor.

21. Procurement

21.1 Plant & Equipment, Structures, Refractories, etc.

21.1.1 The Contractor shall not carry out fabrication work at Employer's site without necessary prior approval from the Employer.

21.2 Import Licence & Export Licence

21.2.1 Import Licence

In case of requirement of any import license, the same shall be arranged by the Employer and the Contractor shall provide necessary assistance.

21.2.2 Export Licence

The Contractor, if required for execution of Contract, shall obtain and maintain the necessary Export Licence from the competent authorities and shall pay at his cost any fee connected therewith. Failure to obtain and maintain Export Licences shall not be considered as Force Majeure.

21.3 Packing

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 21.3.1 The Contractor shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road.
- 21.3.2 All packing cases, packing and other similar materials shall be new and supplied free by the Contractor and same will not be returned.
- 21.3.3 Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and / or insecure packing.

21.4 Transportation

The Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Plant & Equipment, Structures, Refractories, Spares, Tools & Tackles, First fill of Lubricants, etc.

21.4.1 Transportation by Ship/ Air

- 21.4.1.1 The Indian Contractor shall be free to transport the material through any reputed shipping agency.
- 21.4.1.2 The Bills of Lading should be drawn so as to show: SHIPPERS Any shipping agency of international repute CONSIGNEE (ref. 1.1 of **SCC**).
PORT OF DISCHARGE - [**Contractor to indicate**]
- 21.4.1.3 The Contractor shall forward the non-negotiable copies of the shipping documents to the employer indicating the freight and insurance value of the consignment immediately after shipment of each consignment.

21.4.2 Transportation by Wagons

- 21.4.2.1 In case of despatch of consignment in Railway wagons, the Contractor shall ensure that the following is observed by the Contractor and their Sub-contractors :
 - i) Identify, place necessary indents on the Railways and obtain at the appropriate time the correct type of wagons required, keeping in view the consignments to be despatched.
 - ii) In case of over dimensioned (O.D.) consignments, the Contractor shall obtain the sanction for movement of the O.D. Consignment from the Railways.
 - iii) Non-availability of special wagon or handling the consignments shall not be an excuse for payment of demurrage and if so shall be to the Contractor's account.
 - iv) Care being taken to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.
 - v) The destination shall be indicated in SCC.
- 21.4.2.2 The RR / Challans duly endorsed by the Engineer or Authorised representative of the Employer, will be handed over to the Contractor for taking delivery of consignments from Railway unloading the same from wagons and subsequent handling, transportation and storage at site after submission of custody-cum-indemnity bond in the form provided in the Bidding Document or in another form acceptable to the Employer. The demurrage charges, if any, will be payable by the Contractor.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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21.4.2.3 The consignee for rail despatches shall be clearly marked as (ref. 1.1 of **SCC**),

21.4.3 Transportation by Road

21.4.3.1 In case of the consignments despatched by road, the Contractor shall ensure that the following is observed by the Contractor and the Sub-contractors :

- i Identify and obtain the correct type of trucks / trailers, keeping in view the nature of consignments to be despatched.
- ii Care being taken to avoid all possible chances of damages during transit to ensure that all packages are firmly secured.
- iii All consignments despatched by road shall be on “Door Delivery” and freight paid basis.

21.4.3.2 The RR / Challans duly endorsed by the Engineer or Authorised representative of the Employer, will be handed over to the Contractor for taking delivery of consignments from Trucks, unloading the same from Trucks and subsequent handling, transportation & storage at site after submission of Custody-cum-Indemnity Bond in the form provided in the Bidding Document or in another form acceptable to the Employer. The demurrage charges, if any, will be payable by the Contractor.

21.4.3.3 The consignee for road despatches shall be clearly marked as (ref. 1.1 of **SCC**),

21.4.4 Shipping Documents for imported Plant & Equipment, Structures, Refractories, etc.-(Not Applicable)

21.4.4.1 Void

21.4.4.2 Void.

21.4.4.3 Void

21.4.5 Despatch Documents for Transportation of Plant & Equipment, Structures, Refractories, etc. by Wagon & Road

21.4.5.1 The Contractor shall arrange to despatch the following documents to the Employer at the address given in the SCC.

- a) Four (4) photo copies of the clean rail / lorry receipt.
- b) Four (4) copies of Contractor’s signed invoice.
- c) Four (4) copies of Challan and Packing List.
- d) Four (4) copies of Inspection Certificate/ Despatch Clearance Certificate issued by the Engineer / Employer’s Authorised Representative
- e) Four (4) copies of manufacturer’s test certificate.

21.5 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment to the Site.

21.6 Customs Clearance(Not Applicable)

- 21.6.1 Void.
- 21.6.2 Void.
- 21.6.3 Void
- 21.6.4 Void

21.7 Processing/ Assembly

21.7.1 Void

21.7.2 Some equipment/components under this Contract included in the scope of Indian Contractor (for which prices are quoted in Indian Rupees) as listed in Annexure hereto may be required by other Indian Consortium Member for further processing/assembly. These equipment/components shall be directly dispatched by the concerned Contractor to the other Consortium Member. The Consortium Member receiving the equipment/components for further processing/assembly, shall avail Input Tax Credit benefit on account of GST on such equipment/components and shall include the cost of such equipment/components in assessable value for payment of GST and provide necessary documents so as to enable Employer to avail Input Tax Credit benefit on total assembly including the said equipment/components. GST shall be reimbursed on actual against documentary evidence to be produced by the Contractor, subject to a ceiling indicated in Price schedule given in Appendix-1. All taxes and duties shall be included in the Contract Price quoted. Employer shall have no additional liability whatsoever including taxes and duties Payment shall be released to the Contractors only after receipt of material at Employer's site.

21.7.3 Any item/ part of the existing equipment required to be taken out of plant premises for job work shall be issued to the Contractor on submission of Bank Guarantee for equal value of the item/ part. The value of the item of the part shall be indicated by Employer. The Bank Guarantee shall be issued and payable at Place, where site is located and shall be kept initially valid for a suitable period to be mutually agreed. However, in case value of such items is less than 20% of the respective Performance Bank Guarantee, no additional Bank Guarantee is required to be submitted and the materials can be taken out against Indemnity Bond.

21.7.4 After job work, the items/ parts shall be returned immediately but not later than one year from the date of removal. The scrap if any, generated during job work shall be the property of the Contractor. The Contractor shall be required to submit the documentary evidence in support of payment of GST on the scrap generated, if any, during job work. The relevant portion of GST shall be applicable.

22. Installation

22.1 Setting out

22.1.1 **Bench Mark:** The Contractor shall be responsible for the true and proper setting-out of the Facilities periodically in relation to bench marks, reference marks, check lines and levels provided to it in writing by or on behalf of the Employer.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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22.2 **Contractor's Supervision:** The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Contractor's Representative(s) shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective discipline and supervisory staff who are competent to adequately supervise the work at hand.

22.3 **Labour**

22.3.1 The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract.

22.3.2 The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees & labour and labour of its Sub-Contractors / Vendors.

22.3.3 **Labour Rules**

22.3.3.1 In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with and implement all the Provisions of the Contract Labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all legislations and Rules of the State and / or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works and the Contractor shall be deemed to the Principal Employer for this purpose. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc., will be deemed to be part of the Contract. The Contractor will get itself registered with the concerned statutory authorities as provided in the Act and shall be directly responsible of the authorities thereunder for compliance with the provisions thereof.

22.3.3.2 **Reporting of Accidents**

The Contractor shall be responsible for the safety of its own and its Sub-Contractors' workmen and employees. All accidents at site are to be immediately reported to the required authorities. The Contractor shall be responsible for all such accidents.

22.3.3.3 **Preservation of Peace**

The Contractor shall take requisite precautions and use its best endeavor to prevent riotous or unlawful behaviours by, or amongst his workmen and / or others employed on the works, by the Contractor its Sub-Contractors and for the preservation of peace and protection of the inhabitants and security of the property in the neighbourhood of the works / site.

22.3.3.4 **Use of Intoxicants**

The use or sale of ardent spirits or other intoxicating beverages, upon the works or in any of the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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building, boarding houses, encampments or other tenements owned, occupied by or within the control of the Contractor or any of its employees or its Sub-Contractor is strictly forbidden and the Contractor shall secure strict compliance.

22.3.3.5 **Observance by Sub-Contractors**

The Contractor shall also be responsible for the compliance of all the rules & regulations by his Sub-Contractor(s)

22.3.4 **Contract Labour Rules**

22.3.4.1 The Contractor will get himself registered with the concerned statutory authorities as provided in the Act and shall be directly responsible to the authorities for compliance with the provisions thereof and Paradip Port Trust shall have no relation of Employer and Employee for contractual worker / labour.

22.3.4.2 The Contractor shall also maintain all records/register/return/cards such as:

- (a) Register of workmen employed by Contractor
- (b) Employment Card
- (c) Muster Roll
- (d) Register of wages-cum-muster roll
- (e) Submission of Return

22.3.5 **Compliance with Statutory Laws and Other Regulations of Govt. / Local Authority**

All statutory / labour rules of Govt./local authorities as applicable at, Steel Plant site shall be strictly followed by Contractor. Contractor shall indemnify Employer against any such implication.

The Statutory laws shall inter alia include the following:

- a) Employee Provident Fund & Misc. Provision Act, 1952.
- b) Contract Labour Act (Regulation and Abolition Act, 1970)
- c) Minimum Wages Act, 1948
- d) Payment of Wages Act, 1936
- e) Factories Act, 1948 / Building and Other Construction Workers(BOWC) and Cess Act, 1996
- f) Family Pension Act, 1952
- g) ESI Act / Workmen Compensation Act, 1923
- h) Shops & Establishments Act
- i) Any other statutory Act relevant to in this regard

22.4 **Contractor's Equipment**

22.4.1 The Contractor shall mobilize all construction equipment, tools, tackles & consumables to ensure timely completion of work and quality of workmanship. On request, the Employer may provide the Contractor any special handling / construction equipment needed in the interest of work subject to availability and on payment of hire charges and other conditions of Employer. However, overhead crane may be provided depending on availability, free of charge.

22.5 **Site Regulations and Safety**

22.5.1 The Contractor shall comply with the Site regulations, during the execution of the Contract at the Site, as given under the Chapter "Safety in Contract Works" (IPSS in Steel Industry).

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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22.5.2 The employees /labour of the Contractor / Sub-Contractor and Plant & Equipment brought to Site shall be subject to gate pass to be issued by Security Department or the respective Department.

22.5.2.1 Preparation of gate pass normally takes around 10 days time. The Contractor / Sub-Contractor shall plan their programme in advance accordingly.

22.5.2.2 Employer shall have the right to refuse the gate pass to any workers/representatives without assigning any reason. The contractor shall ensure that gate pass issued to their workers/ representatives/ Sub-contractors are not misused. All representatives/ workers of the Contractors/ Sub-Contractors shall possess admit pass.

22.6 Erection

22.6.1 The Contractor shall provide all temporary ladders, scaffolding materials, platforms, supports and other necessary facilities required for handling, erection, testing and visual inspection of supplies at the point of installation and shall also provide necessary packing plates, wedges, shims, levelling screws etc., required for erection of equipment and structures.

22.6.2 The Contractor shall return to the Employer all crates, packing cases and packing materials and all returnable supplies at a place and manner designated by the Employer.

22.6.3 The Contractor shall provide erection consumables like oxygen and acetylene gas, welding rods, solder lugs, oil, grease, kerosene, cotton waste, etc., required for erection of plant equipment and steel structures.

22.6.4 The Contractor shall construct and maintain its own site offices and stores as required for the work and arrange for maintaining in neat manner of the area placed at the Contractor's disposal. The temporary allotment of land for the purpose of site office, stores and temporary works for execution of Contract, shall be on the following terms :

22.6.4.1 Land will be allotted free of charge for the purpose of site office & stores

22.6.4.2 The allotment shall remain valid till the period of Contract and shall automatically cease after expiry of the Defect Liability period of the Contract. The validity shall also automatically cease on termination of Contract due to any reason whatsoever.

22.6.4.3 On completion of the work and expiry of the Defect Liability period, the Contractor shall remove all structures built by the Contractor and restore the land to its original condition.

22.6.5 The Contractor shall provide sufficient fencing, notice boards and lights to protect and warn others as may be considered necessary by the Employer / Consultant.

22.6.6 All guarantees and test certificates obtained by the Contractor during the execution of work shall be transferred to the Employer before issue of Preliminary Acceptance Certificate.

22.6.7 The plant & equipment and structures will be erected by contractors as per the instructions of equipment suppliers and the contractor

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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shall use to the maximum extent, pre-assembly and mechanization in order to fulfill the erection and construction targets.

22.6.8 The Contractor shall be responsible for protection and / or diversion of underground and all existing overground services, wherever required and / or diversion of the underground services which are indicated in the drawing made available to the Contractor. In case there are underground services which need to be protected and / or diverted but are not shown in the drawing, the Contractor shall be responsible to execute the same at extra price, if any, to be mutually agreed between Contractor & Employer.

22.7 **Emergency Work**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work. If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine that it is necessary in order to prevent damage to the Facilities.

In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

22.8 **Site Clearance**

22.8.1 In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

22.8.2 After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish, debris and surplus material of any kind from the Site, and shall leave the Site and Facilities clean and safe.

22.9 **Lighting, Fencing and Watching**

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary within battery limit for the proper execution and the protection of the Facilities and for the safety of the public.

22.10 **Work at Night and on Holidays**

As and when the Engineer considers it necessary to carry out work on extended hours / three shift basis or on Public Holidays so as to meet the Time for Completion and request the Contractor to carry out work on extended hours / three shifts or on Public Holidays, the Contractor shall carry out the work accordingly to meet the Time of Completion.

23. **Test and Inspection**

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 23.1 After finalisation of Billing schedule, the equipment/ items to be inspected shall be identified jointly by Shop, Project and Consultant. Inspection of all such items shall be carried out at manufacturers' sites as per approved QAP. For rest of the equipment / items, despatch clearance shall be issued by the "Engineer" after receipt of test guarantee certificates/internal inspection report from the Contractor or its sub contractors / manufacturer.
- 23.1.1 The Contractor shall at its own expense carry out at the place of manufacture and / or on the Site all such tests and / or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract or as per approved QAP.
- 23.2 The Engineer or his designated representative(s) shall be entitled to attend the aforesaid test and / or inspection, provided that the Employer shall bear costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 23.3 Whenever the Contractor is ready to carry out any such test and / or inspection, the Contractor shall give a fourteen (14) days advance notice of such test and / or inspection and of the place and time thereof to the Engineer alongwith relevant test certificates. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Engineer or his designated representative(s) to attend the test and / or inspection.
- 23.4 The Contractor shall provide the Engineer with a certified report of the results of any such test and / or inspection.
If the Engineer or his designated representative(s) fails to attend the test and / or inspection within 14 days, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and / or inspection in the absence of such persons, and will provide the Engineer with a certified report of the results thereof, based on which the employer will issue the dispatch clearance.
- 23.5 If any Plant and Equipment or any part of the Facilities fails to pass any test and / or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and / or inspection upon giving a notice under **Sub-Clause 23.3** hereof.
- 23.6 The Contractor shall afford the Engineer, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed to inspect the progress and the manner of manufacture or installation, provided that the Engineer shall give the Contractor a reasonable prior notice.
- 23.7 No equipment/material shall be dispatched without inspection as per approved quality assurance plan (QAP) unless waived/ dispatch clearance issued by the Employer. Inspection may be carried out by Employer's authorized representative/third party agency (to be appointed by Employer).
Inspection certificates / despatch clearance so issued shall form the part of valid documents for claiming progress payments by the Contractor.
- 23.8 The execution of a test and / or inspection of Plant and Equipment or any part of the Facilities, or the attendance by the Employer or the Engineer, or the issue of any test certificate or waiver certificate pursuant to **Sub-Clause 23.4** hereof, shall not **relieve** the Contractor from any of its responsibilities under the Contract.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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24. Preliminary Acceptance

24.1 On completion of erection of the Facilities by the Contractor, trial runs for individual equipment / units shall be conducted by the Contractor to prove that the Facilities have been supplied and erected as per Contract and after erection, Facilities are fit for start up and commissioning.

Trial runs shall be so designed to conduct the systematic check of the components and of the functional operation thereof. Trial runs shall comprise idle, no-load and part-load trial runs, as applicable.

Trial runs shall be conducted by the Contractor under its sole responsibility and employing its own personnel. The Employer's supervisory personnel and skilled operating personnel shall, however, witness the trial runs.

On successful completion of trial runs and liquidation of the defects and / or deficiencies, indicated / listed by the Employer to the Contractor during trial runs (except minor defects and / or deficiencies which in the opinion of the Employer will not affect the operation, safety & commissioning of the Facilities), the Contractor shall so notify the Employer in writing for conducting integrated trial runs.

24.2 On receipt of the notice from the Contractor for conducting integrated trial runs, the Employer, if required, shall deploy the necessary operating personnel, and provide raw materials, utilities & services as per **Clause 7** hereof.

24.3 As mutually agreed between the Contractor and the Employer after the operating personnel have been deployed by the Employer and raw materials, utilities & services have been provided by the Employer in accordance with **Sub-Clause 24.2** hereof, the Contractor shall conduct Pre-Commissioning including integrated trial runs of the Facilities, in preparation for Commissioning.

24.3.1 In case of Facilities involving operation at high temperature, trial runs on individual equipment / units and integrated trial runs shall be conducted in cold condition.

24.4 As soon as all works in respect of integrated Pre-Commissioning are completed and the Facilities are ready for Commissioning, the Contractor shall so notify the Engineer in writing.

24.5 The Engineer shall, within seven (7) days after receipt of the Contractor's notice either issue a Preliminary Acceptance Certificate (PAC) stating that the Facilities are fit for start-up and commissioning, as at the date of the Contractor's notice or notify the Contractor in writing of any defects and / or deficiencies.

If the Engineer notifies the Contractor of any defects and / or deficiencies, the Contractor shall then correct such defects and / or deficiencies, and shall repeat the procedure described in **Sub-Clause 24.4** hereof.

If the Engineer is satisfied that the defects and / or deficiencies, indicated / listed by the Employer to the Contractor have been liquidated and the Facilities are fit for start-up and commissioning, the Engineer shall, within seven (7) days after receipt of the Contractor's notice, issue a Preliminary Acceptance Certificate stating that the Facilities are fit for start-up and commissioning, as at the date of the Contractor's repeated notice.

If the Engineer is not so satisfied, then the Employer shall notify the Contractor in writing of any defects and / or deficiencies within seven (7) days

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

- 24.6 As soon as possible, after issue of Preliminary Acceptance Certificate, the Contractor shall complete outstanding defects and / or deficiencies, if any, so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any money owing to the Contractor.

25. Commissioning

- 25.1 After the issue of Preliminary Acceptance Certificates, the Contractor shall start-up and commission the Facilities in accordance with provisions and terms of Contract Technical specification.

The Employer shall provide the operating and maintenance personnel and all raw materials, utilities & services required for commissioning. The contractor shall supply the commissioning spares and oil, grease, lubricants & chemical etc. required for commissioning as per **Clause 7.4.2 & 7.4.4** hereof.

- 25.2 The Contractor shall conduct commissioning test as specified in Technical Specifications.

- 25.3 The Commissioning Certificate shall be issued by the Employer subject to the following:

- a) Commissioning test as per sub-clause 25.2 has been successfully completed and the quality of materials produced and other parameters are as per Technical Specifications.
- b) The Contractor to the satisfaction of the Employer, has met all the objections / observations, if any, contained in the Preliminary Acceptance Certificate.
- c) Upon fulfillment of above condition, the Contractor will apply to the Employer to issue the Commissioning Certificate. Within 7 days of receipt of Contractor's application, Employer will issue the Commissioning Certificate.

- 25.4 In the event of delay in conducting the commissioning test for reasons attributable to the Employer for more than **60 (sixty)** days after issue of PAC, the Contractor shall receive payment towards commissioning against Bank Guarantee of equal value valid for 12 months.

In case of delay beyond six months for conducting the commissioning test for reasons attributable to the Employer, the conducting of commissioning test and its commercial implication, if any, shall be mutually finalized between the parties.

26. Taking Over

- 26.1 Taking over of the Plant will be carried out from the **date of commissioning**. After the taking over, the Employer shall provide consumables and shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto.

- 26.2 The Employer shall have the right to take possession or use any completed or partially completed work. Such possession or use shall not be deemed to be an acceptance of any work done not in accordance with the Contract.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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However, any damage to such work solely due to such provision or use shall be to the Employer's account.

27. Performance Guarantee Test

27.1 The Contractor shall guarantee that during the performance guarantee test, the Facilities and all parts thereof shall attain the performance guarantee parameters specified in **Appendix-5** to the Contract Agreement, subject to and upon the conditions specified therein.

27.2 If, for reasons attributable to the contractor the performance guarantee parameters specified in **Appendix-5** to the Contract Agreement, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and / or additions to the Facilities or any part thereof as may be necessary to meet performance guarantee parameters. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and / or additions, and shall request the Employer to allow the Contractor to repeat the performance guarantee test so as to establish the performance guarantee parameters.

27.3 If, for reasons attributable to the contractor, the performance guarantee parameters specified in **Appendix-5** to the Contract Agreement are not attained either in whole or in part, after first campaign of performance guarantee test as per **Sub-Clause 27.2** hereof, the Contractor shall at its own cost make good any deficiencies and the Contractor shall be allowed by the Employer to repeat the performance guarantee tests twice after first campaign of guarantee test and the Contractor must establish the performance guarantee parameters.

27.4 In case the Contractor expresses its inability to achieve the performance guarantee parameters but attains above the minimum acceptance level of performance guarantee parameters, as specified in **Appendix-5** to the Contract Agreement, either in whole or in part in spite of repeated performance guarantee tests conducted by the Contractor, the Employer shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or as a last resort by encashment of Contractor's Bank Guarantee(s) at the rate specified in **Appendix-5** to the Contract Agreement for the respective items, subject to a maximum of seven and half percent (7.5%) of the Contract Price plus escalation, if any, excluding taxes and duties, in respect of the failure to meet the minimum level of performance guarantees in accordance with the provisions in **Appendix-5** to Contract Agreement.

The Employer shall not reject the plant & equipment after commissioning and achievement of minimum acceptance level of performance guarantee parameters. After successful commissioning and achievement of the minimum acceptance level of performance guarantee parameters, the total liability of the contractor on account of delay and demonstration of maximum PG parameters shall not be more than Liquidated Damages.

In case, even after all possible repairs and replacements the Contractor fails to attain the minimum level of performance guarantee parameters, the Employer may reject the Facility and recover the entire cost paid to the Contractor or alternatively the Employer may proceed for commercial settlement with the Contractor for acceptance of the Facilities at the negotiated Price.

Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Contractor shall pay GST in addition to the LD charged as per this clause.

27.4.1 Void.

27.5 In case, the performance guarantee test has not been carried out for reasons attributable to the Employer within a period of six month from the date of commissioning mentioned in Commissioning Certificate, the Contractor shall receive payment towards Performance Guarantee, against Bank Guarantee of equal value to be valid for a period of 12 (twelve) months beyond aforesaid six (6) months period and conducting of the Performance Guarantee Tests and its commercial implications, if any, shall be mutually finalized between the parties.

27.6 In case Bank Guarantee is submitted as per **Sub-Clause 27.5** hereof, by the Contractor then the same shall be returned to the Contractor as soon as the performance guarantee test is successfully completed and the guaranteed output and other parameters are met, at the latest, however, on expiry of twelve (12) months from the date of release of payment against Commissioning Certificate.

28. Final Acceptance

28.1 Final Acceptance shall occur in respect of the Facilities when :

- a) the performance guarantee tests have been successfully completed or
the amount of Liquidated Damages alongwith applicable GST, if recoverable, has been recovered by the Employer from the Contractor.
- b) The Contractor has submitted all final drawings & documents for the respective Facilities in accordance with the provisions of this Contract as given in **Appendix-2**.
- c) the Contractor has fulfilled all the obligations under the Contract.

28.2 At any time after the events set out in **Sub-Clause 28.1** hereof, have occurred, the Contractor may give a notice to the Engineer requesting for the issue of Final Acceptance Certificate (FAC) in respect of the Facilities specified in such notice as at the date of such notice.

28.3 The Engineer shall, within seven (7) days after receipt of the Contractor's notice, issue a Final Acceptance Certificate.

28.4 Payment for Final Acceptance may be released against BG of equal value valid for 12 months after fulfillment of clause-28.1 a & b.

F. GUARANTEES AND LIABILITIES

29. Completion Time Guarantee

29.1 The Contractor guarantees that it shall attain "Completion of the Facilities" as defined in Clause 1, within the Time for Completion as specified in the **Article-5** of the Contract Agreement or within such extended time to which the Contractor shall be entitled under **Clause 42** hereof.

29.2 Liquidated Damages due to Delay in "Completion of the Facilities"

29.2.1 If the Contractor fails to attain "Completion of the Facilities" as defined in **Clause 1** hereof, within the Time for Completion or any

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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extension thereof under **Clause 42** hereof, due to reasons attributable to the Contractor, the Employer shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees at the rate of 0.5% of the Contract Price plus escalation, if any, excluding taxes & duties per complete week of delay up to a maximum of 5% of the Contract Price plus escalation, if any, excluding taxes & duties.

Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

- 29.2.2 In case, the Contractor is a Consortium, the Employer shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the account of each member of Consortium, or as a last resort by encashment of their Bank Guarantees hereof, up to a maximum of 5% of the Contract Price plus escalation, if any, excluding taxes & duties of the respective Scope of Facilities. However, each member of Consortium, will be liable for damages in the ratio of the respective Contract price.

Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

- 29.2.3 Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities within the Time for Completion or any extension thereof under **Clause 42** hereof.

- 29.2.4 However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

- 29.2.5 Save for Liquidated Damages payable under this **Sub-Clause 29.2** hereof, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in **Appendix-2** (Time Schedule) to the Contract Agreement and / or other program of work prepared pursuant to **Clause 18** (Program of Performance) hereof, shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.

- 29.3 The aggregate ceiling on Liquidated damages due to delay in completion of facilities and for non-fulfillment of Performance Guarantee parameters in accordance with the Contract shall be limited to 10% (ten percent) of the Contract Price plus escalation, if any, excluding taxes & duties.

Liquidated damages in the form of Encashment of Bank Guarantee or any other way recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged as per this clause.

- 29.4 Any recovery of Liquidated damages along with applicable GST shall be effected from the amount payable to the Contractor against Commissioning, Performance Guarantee Test, Final Acceptance Certificate and Performance Bank Guarantee. Liquidated Damages will not be recovered from the running bills prior to above payments.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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29.5 Bonus for Completion of the Facilities before Time Schedule

If the Contractor attains Completion of the Facilities before the Time for Completion or any extension thereof under **Clause 42** hereof, the Employer shall pay to the Contractor a bonus at the rate of 0.5% of the Contract Price plus escalation, if any, excluding taxes and duties per complete fortnight ahead of Time Schedule up to a maximum of 2.5% of the Contract Price plus escalation, if any, excluding taxes and duties.

30. Defect Liability

30.1 The Contractor shall warrant that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment, Structures & Refractories supplied and of the work executed.

30.2 The Defect Liability Period shall be twelve (12) months from the date of commissioning mentioned in the Commissioning Certificate or eighteen (18) months from the date of Preliminary Acceptance Certificate (PAC), whichever is earlier, provided the delay in commissioning after PAC is not due to reasons attributable to the Contractor.

If during the Defect Liability Period any defect be found in the design, engineering, materials and workmanship or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect.

The Contractor may, with the consent of the Employer and after submission of Bank Guarantee for the equivalent cost of Plant & Equipment, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and / or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site. However, in case value of such items is less than 20% of the respective performance bank guarantee, no additional bank guarantee is required to be submitted and the material can be taken out against indemnity bond. In case of defective parts not repairable at Site but become essential in the mean time for the commercial use of the plant, the Contractor shall replace at Site free of cost to the Employer, the defective parts, before the defective parts are removed from the Site.

30.3 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

If the Contractor does not commence the rectification either by repair or replacement of such defects within 30 (thirty) days from the date of notice by the Employer or does not complete the rectification with reasonable diligence and within a reasonable time, the Employer may, at its option, rectify the defects at the Contractor's expense. The Employer shall, in such case, deduct from payment due to the Contractor the expenses incurred by the Employer for remedy of such defects without prejudice to the other rights of

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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the Employer under the Contract.

- 30.4 If the Facilities or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.
- 30.5 In addition, the Contractor shall also provide an extended warranty for any such replaced or repaired component of the Facilities for the period of minimum 12 months but not more than 24 months cumulatively or as it may be stipulated in Contract Technical Specifications. Such obligation shall be in addition to the defect liability specified under **Clause 30** hereof.

31. Patent Indemnity

- 31.1 The Contractor shall, subject to the Employer's compliance with **Sub-Clause 31.2** hereof, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing by reason of the installation of the Facilities by the Contractor.



Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

- 31.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in **Sub-Clause 31.1** hereof, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf at the risk & cost of the Contractor.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all expenses incurred in so doing.

- 31.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided by the Employer.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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32. Limitation of Liability

- 32.1 Except in cases of criminal negligence or willful misconduct,
- a) the Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and
 - b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100 % (Hundred Percent) of the Contract Price plus escalation, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to copyright, patent infringement, workman compensation.

G. RISK DISTRIBUTION

33. Transfer of Ownership

- 33.1 Void
- 33.2 The title of ownership and property for indigenous Plant & Equipment, Structures, Refractories, spares, tools & tackles, first fill of lubricants, etc. shall pass on to the Employer after the Contractors have effected the despatch of same to the Employer or the Contractors have effected the sale, in course of transit, as per GST Act/Rules and the Contractors have prepared necessary documentation for handing over the same to Employer's authorised representative.
- 33.3 The property of Plant & Equipment, Structures, Refractories, spares, tools & tackles, first fill of lubricants, etc. issued to the Contractors under Bailee Agreement / Bond is vested with the Employer all the time till erection, commissioning and completion of Performance Guarantee Tests as per the terms and conditions of the Contract.
- 33.4 The transfer of title to ownership for the steel structural work (fabricated at site) including glazing & sheeting, civil construction work and refractory work under this Contract shall pass on to the Employer on its accretion and release of payment.
- 33.5 Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to **Clause 34** (Care of Facilities) hereof, until Commissioning of the Facilities in which such Plant & Equipment, Structures and Refractories are incorporated.

34. Care of Facilities

- 34.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of commissioning and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Sub-Contractors in the course of any work carried out, pursuant to **Clause 30** (Defect Liability) hereof. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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to in paragraphs (a) & (b) of **Sub-Clause 34.2 & Sub-Clause 40.1** hereof.

- 34.2 If any loss or damage occurs to the Facilities or any part thereof by reason of :
- a) any use or occupation by the Employer or any third party (other than a Sub- Contractor) authorised by the Employer.

- b) any use of or reliance upon any design, data or specification provided by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,

the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with **Clause**

41 (Change in the Facilities). The Employer shall either request a change in accordance with **Clause 41** (Change in the Facilities) hereof, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to **Sub-Clause 44.1** (Termination for Employer's Convenience) hereof, except that the Contractor shall have no entitlement to profit in respect of any unexecuted Facilities as at the date of termination.

- 34.3 With respect to any loss or damage caused to the Facilities or any part thereof by reason of any of the matters specified in **Sub-Clause 40.1** hereof, the provisions of **Sub-Clause 40.3** hereof, shall apply.

35. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

- 35.1 Subject to **Sub-Clause 35.2** hereof, the Contractor shall indemnify and hold harmless the Employer and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, or agents, except any injury, death or property damage caused by the negligence of the Employer, its employees, or agents.

- 35.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under **Sub-Clause 35.1** hereof, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf at the risk of the Contractor.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all expenses incurred in so doing.

36. Insurance

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 36.1 The Contractor shall take out a composite and comprehensive Marine-cum-Erection Insurance Policy or separate insurance policies for transit and storage- cum-erection with an Insurance Regulatory and Development Authority (IRDA) registered Insurance Company(s). The Employer shall be the principal holder of the policy. The policy shall cover total erected value of the Facilities (115% for the contracts with completion period upto 18 months or 125% for the contracts with completion period above 18 months, of Contract price excluding the design & engineering and supervision services price, training) and all risks specifically inclusive of the following.
- 36.1.1 All Risk Insurance: The policy shall cover all risks including terrorism, escalations, and revisions.
- 36.1.2 Imported Cargo Insurance: Void.
- 36.1.2.1 Void.
- 36.1.3 Indigenous Cargo Insurance: For indigenous supplies, the policy shall insure the goods originating in India from the Contractor's / Supplier's warehouse to Plant's warehouse and up to completion of erection and commissioning. This will be inclusive of supplies to and from warehouse / factory of intermediate processors / suppliers. This policy will also cover the replacement items, if any.
- 36.1.4 Third Party Liability Insurance: The policy shall cover third party liability. The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property.
- 36.1.5 Automobile Liability Insurance: Covering use of vehicles / mobile equipment used by the Contractor or its Sub-Contractors (whether or not owned by them) in connection with the execution of the Contract.
- 36.1.6 Contractor shall ensure that where applicable, its Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.
- 36.1.7 Sub-Contractors of the Contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. Employer reserves the exclusive right to assign the policy.
- 36.1.8 While the payment of premium may be phased in agreement with the insurance company, at no time shall goods and services required to be provided by the Contractor shall remain uninsured.
- 36.1.9 A copy of the Insurance policy shall be made available to the Employer before start of site activities or first despatch, whichever is earlier and policy shall be kept alive and valid at all times up to date of commissioning.
- 36.1.10 The Employer reserves the right to take out whatever policy that is deemed necessary by him if the Contractor fails to keep the said policy alive and valid at all times and / or causes lapses in payment of

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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premium thereby jeopardising the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the Contractor.

- 36.1.11 In cases where the erection, modification etc., are to be carried out in the existing shop of the Employer the 'surrounding value' shall be intimated by the Employer to the Contractor, who shall ensure that this value is included in the policy.
- 36.1.12 Marine & Transit Insurance policies shall also cover: Institute Cargo Clause 'A' Institute War Clauses Institute Strikes Clauses Ware House to Ware House
- 36.1.13 In case project gets delayed due to reasons not attributable to Contractor, the actual expenditure incurred by Contractor for additional Insurance Premium towards extension of insurance policies shall be reimbursed by the Employer.
- 36.2 Upon arrival of plant and Equipment / materials at site the Contractor shall assume custody thereof and remain responsible thereafter for safe custody until the whole plant is successfully commissioned.
- 36.3 In order to adequately cover the works under such composite and comprehensive insurance, the Contractor shall fulfill the necessary requirements / obligations.
- 36.4 The Contractor shall arrange Accident Insurance Policy for all his personnel including foreign Experts / Specialists / Personnel deputed to site and Contractor's / his sub-contractors' manufacturing works as well as for his Indian engineers & supervisory staff. The Contractor shall also take out for his Indian workmen a separate policy as per Workmen's Compensation Act.
- 36.5 The details of consignment along with its value and vessel's name and other shipping particulars shall be intimated by the Contractor to the Employer, Underwriter in India and clearing agent immediately after shipment of the consignment.
- 36.6 In all cases, the Contractor shall lodge the claims with the Underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and / or replacement of the equipment / components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the Contractor shall arrange prompt release against bond, security or cash as required. Employer will extend all assistance to the Contractor in such a case. Upon completion of replacement/ repair, the claim amount received from Insurance Company, if any by the Employer shall be refunded to the Contractor.
- 36.7 All the insurance claims shall be processed by the Contractor and the items which are missing / damaged in transit or during handling, storage, erection and commissioning, shall be replaced / repaired by them without any extra cost to the Employer.
- 36.8 The employer at its discretion may arrange for the insurance cover at its own expense. In such an event, the amount quoted towards 'Comprehensive/ Transit, Storage cum erection insurance' in 'Summary Price Schedule', shall not be payable to the contractor. However, processing of all the insurance claims shall be the responsibility of the contractor. Also, the Contractor shall perform all the obligations as mentioned in sub-clauses above.

37. Negligence

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 37.1 If the Contractor does not execute the Facilities in accordance with the time schedule stipulated in the **Appendix-2** of the Contract Agreement and shall neglect to execute the Facilities with due diligence or expedition or shall contravene the provisions of Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable by the Employer and in default of compliance with the said notice, the Employer without prejudice to its rights under **Clause 37.2** hereof, may rescind or cancel the Contract holding the Contractor fully liable for the damages that the Employer may sustain.
- 37.2 Should the Contractor fail to comply with such notice, the Employer shall have at its option the right to take the affected Facilities wholly or in part out of the Contractor's hands and may complete the Facilities, as envisaged in the Contract either departmentally or by awarding fresh Contract(s) to execute the same, at the risk and cost of the Contractor.
- 37.3 In such event the Employer shall be entitled to use all materials, construction equipment, tools, tackles and other things of the Contractor and the Employer shall also be entitled to retain and apply any sum which may otherwise be then due as per the Contract or any other Contract from the Employer to the Contractor as may be necessary for the payment of the cost of execution of such Facilities as aforesaid.
- If the cost of executing the Facilities as aforesaid shall exceed the sum due to the Contractor, the Contractor shall make payment for the same within the specified period

38. Change in Laws and Regulations

- 38.1 If, after Effective Date of Contract Agreement, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor, the Contract Price and time of completion shall be correspondingly increased or decreased.

39. Force Majeure

- 39.1 "Force Majeure" shall mean the following:
- a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
 - b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
 - c) sabotage, unlawful lockout, epidemics, quarantine and plague.
 - d) earthquake, fire, flood or cyclone, or other natural or physical disaster.
- 39.2 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 14 days after the occurrence of such event.
- 39.3 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

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **Clause 42** (Extension of Time for Completion) hereof.

- 39.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under **Sub-Clauses 39.6 and 40.5** hereof.
- 39.5 Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- a) constitute a default or breach of the Contract
 - b) (subject to **Sub-Clauses 34.2, 40.3 and 40.4** hereof) give rise to any claim for damages or additional cost or 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.
- 39.6 If the performance of the Contract is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the Contract, the parties will develop a mutually satisfactory solution.

40. War Risks

- 40.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of **Sub-Clause 39.1** hereof.
- 40.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to
- a) destruction of or damage to property of the Employer or any third party
 - b) injury or loss of life
- if such destruction, damage, injury or loss of life is caused by any **War Risks**, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.
- 40.3 If the Facilities or any Plant & Equipment, Structures and Refractories shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for
- a) any part of the Facilities or the Plant & Equipment, Structures and Refractories so destroyed or damaged (to the extent not already paid for by the Employer) so far as may be required by the Employer, and as may be necessary for completion of the Facilities.
 - b) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.

If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with **Clause 41** (Change in the Facilities) hereof, excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to **Sub-Clause 44.1** (Termination for Employer's Convenience) hereof.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 40.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.
- 40.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a period of more than ninety (90) days on account of any War Risks, the parties will develop a mutually satisfactory solution.

H. CHANGE IN CONTRACT ELEMENT

41. Change in the Facilities

- 41.1 The Employer shall have the right to propose/ consider contractor's proposal, and subsequently order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of Change envisaged with the nature of the Facilities as specified in the Contract.
- 41.2 Notwithstanding **Sub-Clauses 41.1** hereof, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.
- 41.3 If the Employer proposes/ considers contractor's proposal for a Change pursuant to **Sub-Clause 41.1** hereof, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Engineer as soon as reasonably practicable a "Change Proposal," which shall include the following:
- (a) brief description of the Change
 - (b) effect on the Time for Completion
 - (c) estimated cost of the Change
 - (d) effect on Functional Guarantees (if any)
 - (e) effect on any other provisions of the Contract.
- 41.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.
- 41.5 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order with the approval of competent authority.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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41.5.1 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within one hundred & twenty (120) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to for the Conciliation / Arbitration as per **Clause 6** hereof.

41.5.2 If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly.

42. Extension of Time for Completion

42.1 The Time(s) for Completion specified in the **Appendix-2** of the Contract Agreement shall be extended if the Contractor has delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) any Change in the Facilities as provided in **Clause 41** (Change in the Facilities) hereof
- b) any occurrence of Force Majeure as provided in **Clause 39** (Force Majeure) hereof, or other occurrence of any of the matters specified or referred to in paragraphs (a) and (b) of **Sub-Clause 34.2** hereof
- c) any suspension order given by the Employer under **Clause 43** (Suspension) hereof
- d) The default by the Employer under **Clause 10** hereof, if proved to be cause for delay in completion of the Facilities by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

42.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter for Conciliation / Arbitration.

42.3 The Contractor shall at all times use its reasonable efforts to minimise any delay in the performance of its obligations under the Contract.

43. Suspension

43.1 The Employer may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended,

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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the Effective Date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Engineer.

If, by virtue of a suspension order given by the Engineer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer requiring that the Employer shall, within thirty (30) days of receipt of the notice, order the resumption of such performance.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Engineer, elect to treat the suspension as termination of the Contract under **Sub-Clause 44.1** (Termination for Employer's Convenience).

- 43.2 If the Contractor's performance of its obligations is suspended pursuant to this **Clause 43** hereof, then the Time for Completion shall be extended in accordance with **Sub-Clause 42.1** hereof, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension shall be paid by the Employer to the Contractor in addition to Contract Price on mutually agreed basis.
- 43.3 During the period of suspension, the Contractor shall not remove from Site any plant & equipment, any part of the Facilities or any Contractor's equipment, without the prior written consent of the Employer.

44. Termination

44.1 Termination for Employer's Convenience

44.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to **Clause 44.1** hereof.

44.1.2 Upon receipt of the notice of termination under **Sub-Clause 44.1.1** hereof, the Contractor shall either immediately or upon the date specified in the notice of termination

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below
- c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- d) In addition, the Contractor, subject to the payment specified in **Sub- Clause 44.1.3** hereof, shall
 - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
 - (ii) to the extent legally possible, assign to the Employer all right,

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

- (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

44.1.3 In the event of the termination of the Contract under **Sub-Clause 44.1.1** hereof, the Employer shall pay to the Contractor the Price, the properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination. However, no consequential damages shall be payable by the Employer to the Contractor in the event of termination.

44.2 Termination for Contractor's Default

44.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this **Sub-Clause 44.2** hereof:

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of **Clause 45** (Assignment) hereof.

44.2.2 If the Contractor

- a) has abandoned or repudiated the Contract
- b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d) refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the program furnished under **Clause 18** (Program of Performance) hereof, at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as per **Clause 8** hereof.

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this **Sub-Clause 44.2** hereof.

44.2.3 Upon receipt of the notice of termination under **Sub-Clauses 44.2.1 or 44.2.2** hereof, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

44.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party at the risk and cost of the Contractor. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the

Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

44.2.5 Subject to **Sub-Clause 44.2.6** hereof, the Contractor shall be entitled to be paid the Price attributable to the Part of the Facilities executed as at the date of termination, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of **Sub-Clause 44.2.3** hereof and rent of the Contractor's equipment, if any, used by the Employer pursuant to **Clause 44.2.4** hereof. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

44.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to **Sub-**

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Clause 44.2.5 hereof, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under **Sub-Clause 44.2.5** hereof, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under **Sub-Clause 44.2.5** hereof, the Employer shall pay the balance to the Contractor.

The Employer and Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

44.3 In this **Clause 44** hereof, the expression “Facilities executed” shall include all work executed, Installation Services provided, and all Plant & Equipment, Structures and Refractories, acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

44.4 In this **Clause 44** hereof, in calculating any money due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to **Clause 12** (Terms of Payment) hereof.

45. Assignment

45.1 The Contractor shall not, without the express prior written consent of the Employer assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign under the Contract.

45.2 Should loan / financial agreement(s) require the Contractor to assign, by way of charge, any money due or to become due to it, to a bank / credit agency for the benefit of receiving payment by the Contractor under this Contract from such bank / credit agency, or if

Any partial assignment is necessary to be made to any insurer in terms of Insurance Policy approved by the Employer; the Employer may give consent in such cases.

46. Surplus Materials

46.1 For the purpose of removing surplus materials in its original form only, the Contractor shall submit the documents / records evidencing the entry of materials inside the Plant by producing the Gate Entry Permits and RRs or LRs and consumption statements based on approved drawings after allowing for wastages, maximum 8% cutting allowance, and irrecoverable / unaccountable losses (wastages including loss factors being minimum 2% on Steel and reinforcement rods, minimum 5% on cement and minimum 3% on cables, pipes etc.) to establish the surplus quantity of the materials belonging to the Contractor. The Employer shall allow the Contractor to remove such materials from the Employer’s premises after being satisfied regarding the evidence produced for such removal. Such removal may be permitted even before completion of the entire work.

46.2 The Employer may, on written request from the Contractor, allow him to take back imported surplus materials not covered under the contract. However, if Employer has incurred expenses for surplus items towards

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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customs, freight or any other account etc., the same shall be reimbursed by the Contractor in case of taking back of such items.

- 46.3 Scrap in any form whatsoever shall not be removed from Plant premises and shall be the property of the Employer. No credit will be given for scrap.
47. The Employer shall allow the Contractor to take out construction equipment, tools & tackles and instruments brought by the Contractor on draw back basis provided the contractor has carried out necessary documentation at the time of taking such items inside the Plant.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE - I

PERFORMANCE BANK GUARANTEE
(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... **(Name of the Bank)**
Address
Guarantee No.
A/c Messrs **(Name of Contractor)**
Date of Expiry
Limit to liability (**currency & amount**)
..... Contract No.
.....
For **(Name of Facilities)**

Subject : **Performance Bank Guarantee.**

Date 201..

To
.....
.....
.....
[Name and Address of Employer]

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No. Dated between you and M/s. **(Name of the Contractor)** (hereinafter called the "Contractor") for the design, civil, manufacture, supply of plant & equipment, refractories and structures, storage, insurance & handling, erection, testing, commissioning and performance guarantee tests of . **(Name of the Facilities)**.

Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. We **(Name of the Bank)** do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding **(currency and amount)**. Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and inforce initially upto_____ and the same shall be extended further until the expiry of the Defect Liability Period of the said Contract.

5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by us.

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (**currency and amount**) and shall expire on unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We, (name of the bank), hereby further agree that the guarantee herein contained can be **operable from its Bokaro Steel City Branch** and shall not be effected by any change in the constitution of the SELLER and / or PURCHASER.

11. We, the said Bank lastly confirm that the Signatory(s) of this Guarantee is/are authorized to issue this Guarantee through Board Resolution No.dated.....

Your faithfully

Dated day of
201.. For

.....
(Name of the Bank)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE - II

**BANK GUARANTEE FOR RELEASE OF PAYMENT AGAINST
COMMISSIONING CERTIFICATE/ PERFORMANCE GUARANTEE
CERTIFICATE/ FINAL ACCEPTANCE CERTIFICATE**

(To be executed on Non-Judicial Stamp Paper of appropriate value)

..... *(Name of the Bank)*

Address

Guarantee No.

A/c Messrs *(Name of Contractor)*

Date of Expiry

Limit to liability (*currency & amount*)

.....

Contract No.

For *(Name of Facilities)*

Sub: Release of Payment against Commissioning Certificate/ Performance Guarantee Certificate/ Final Acceptance Certificate.

Date 201..

To

.....

.....

..... *[Name and Address of Employer]*

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No. Dated between you and M/s. *(Name of the Contractor)* (hereinafter called the "Contractor") for the design, civil, manufacture, supply of plant & equipment, refractories and structures, storage, insurance & handling, erection, testing, commissioning and performance guarantee tests of . *(Name of the Facilities)*.

Whereas, the Contractor has undertaken to produce additional Bank guarantee under the provisions of the Contract to secure Contractor's obligations to you for conducting the Commissioning/ Performance Guarantee Tests/ Final Acceptance Certificate (FAC) [~~strikeout whichever is not applicable~~] as per the provision of the Contract.

1. We *(Name of the Bank)* do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and without protest and demur an amount not exceeding *(currency and amount)*. Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding

2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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claims under this Guarantee but shall pay the same forthwith without any objection or excuse.

3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and in force upto the issue of the Commissioning/ Performance Guarantee Tests/ Final Acceptance Certificate (FAC) [~~strikeout whichever is not applicable~~] provided always that unless extended this guarantee shall remain in force till _____.

5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by us

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum (**currency and amount**) and shall expire on unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We, (name of the bank), hereby further agree that the guarantee herein contained can be **operable from its Bokaro Steel City Branch** and shall not be effected by any change in the constitution of the SELLER and / or PURCHASER.

- 11.. We, the said Bank lastly confirm that the Signatory(s) of this Guarantee is/are authorized to issue this Guarantee through Board Resolution No.dated.....

Your faithfully

Dated day of 201..
For
(Name of the Bank)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – III

PROFORMA FOR CUSTODY CUM INDEMNITY BOND

(To be used for materials to be issued free/ or good/materials ownership of which passed on the Employer before construction/ erection/testing/commissioning) (on Non-Judicial Stamp paper of appropriate value)

Proforma for custody-cum-Indemnity Bond for the work of -----

.....

 **[Name and Address of Employer]**

In consideration of the Paradip Port Trust -----(hereinafter called this Company) which expression shall unless repugnant to the subject or content include his successors and assigns having agreed under the terms and conditions of the Contract no ----- dated-----made between-----and the Company in connection with-----to permit the Contractor to receive goods/materials (specify the quantity and name of the materials) of the contract rate of item for supply the value of Rs.----- interalia on production of Indemnity-cum-custody bond. We do hereby undertake and agree to indemnify and keep indemnified the company from time to time to the extent of Rs.----- (Rupees.-----only) against any loss or damage, costs, charges and expenses caused to or suffered by the company by reason of the ----- failing to take proper care and custody of the goods/ materials and/ or failing to properly used in the job as per Contract and hand over the completed job in terms of the agreement aforesaid or not complying the instructions which may be given from time to time during the continuance of the agreement and we further undertake to unconditionally pay the amount claimed by the company on demand and without demur to the extent aforesaid.

We ----- hereby further undertake to use the said goods/ materials in terms of the Contract aforesaid and further keep safely, preserve and maintain or caused to be kept safely preserved or maintained all plant machinery equipment and all materials for erection till the date of the preliminary acceptance thereof in terms of the agreement and any damage, breakage, loss during this period will be solely to our Account and we would make necessary arrangement proper replacement/repair as desired by the Company.

We-----further agree that the company shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and as to the extent of the loss, damage, costs, charges and expenses caused to or suffered by the Company.

We----- further agree that our liability under this bond shall not be discharged because of the change in the constitution of the Company/or the extension of the time or for any indulgence by the Company granted to us.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – IV

FORM OF PRELIMINARY ACCEPTANCE CERTIFICATE

Ref No. : _____
Date : _____

To :
.....
.....
.....
[Name and address of Contractor]

Contract Agreement No : _____

**[Name of the
Facilities]**

Dear
Sirs,

Pursuant to **Clause 24** (Preliminary Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the erection, testing & trial runs of the individual unit of the following part(s) of the Facilities was completed successfully on the date specified below. The Facilities are fit for start-up and commissioning. However, you shall liquidate all the outstanding defects and / or deficiencies and complete the balance items listed in the attachment hereto, as soon as possible, so that the Facilities are fully in accordance with the requirements of the Contract and commissioning activities of the Facilities can be started. Further, you shall be fully responsible for care and custody of the Facilities and the risk of loss thereof till the issue of commissioning certificate in terms of the Contract.

1. Description of the Facilities or part thereof : _____ **[description]**
2. Date of Completion of Trial runs: _____ **[date]**

This letter does not relieve you of your obligation to complete the execution, commissioning, establishment of performance guarantee parameters of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours faithfully,

Title
(Project Manager)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – V
FORM OF COMMISSIONING CERTIFICATE

Ref No. : _____
Date : _____

To :
.....
.....
.....
[Name and address of Contractor]

Contract Agreement No : _____

[Name of the Facilities]

Dear Sirs,

Pursuant to **Clause 25** (Commissioning of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the following part(s) of the Facilities was (were) commissioned on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof but without prejudice to any of the rights of the Employer, on the date mentioned below.

1. Description of the Facilities or part thereof : _____ **[description]**
2. Date of Completion : _____ **[date]**

However, you are required to complete the outstanding items listed in the attachment hereto as soon as possible.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours faithfully,

Title
(Project Manager)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – VI

FORM OF PERFORMANCE GUARANTEE CERTIFICATE

Ref No. _____ -: _ Date : _____

To :

[Name and address of Contractor]

Contract Agreement No : _____

**[Name of the
Facilities]**

Dear Sirs,

Pursuant to **Clause 27** (Performance Guarantee Tests of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the Performance Guarantee Tests of the following part(s) of the Facilities was (were) carried out and Performance Guarantee Parameters were satisfactorily attained on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the Facilities or part thereof : _____ **[description]**
2. Date of Completion : _____ **[date]**
3. Performance Guarantee Parameters :

<u>Description</u>	<u>Guaranteed</u>	<u>Achieved</u>
a)		
b)		

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours faithfully,

 Title
 (Project Manager)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – VII

FORM OF FINAL ACCEPTANCE CERTIFICATE

Ref No. : _____ Date : _

To :
.....
.....
.....
[Name and address of Contractor]

Contract Agreement No : _____
[Name of the Facilities]

Dear Sirs,

Pursuant to **Clause 28** (Final Acceptance of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ **[date]**, relating to the _____ **[brief description of the facilities]**, we hereby notify you that the following part(s) of the Facilities was (were) completed satisfactorily including completion of Defects Liability Period of twelve months after commissioning, on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the Facilities or part thereof : _____ **[description]**
2. Date of Completion : _____ **[date]**

Yours faithfully,

Title
(Project Manager)

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – VIII

FORM OF CHANGE ORDER
(Employer's Letterhead)

Ref No. : _____
Date : _____

To:

.....
.....
.....

[Contractor's Name and Address]

Contract Agreement No : _____

[Name of the Facilities]

Dear Sirs,

We approve the Change Order for the work specified in the Change Proposal (No. *[number]*), and agree to adjust the Contract Price, Time for Completion and / or other conditions of the Contract in accordance with GCC Clause 41 of the General Conditions of Contract.

1. Title of Change: **[name]**
2. Change Request No. / Rev.: **[Request number/revision]**
3. Change Order No. / Rev. : **[Order number/revision]**
4. Originator of Change : Employer / Contractor: **[name]**
5. Authorised Price :

Ref. No. : **[number]**

Date : **[date]**

Local currency portion **[amount]**

6. Adjustment of Time for Completion
None Increase **[number]** days Decrease **[number]** days
7. Other effects, if any

Authorised by: _____
(Employer)

Date: _____

Accepted by : _____
(Contractor)

Date : _____

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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SECTION - G

SAFETY CODE FOR CONTRACTORS

INTER PLANT STANDARD FOR SAFETY

SAFETY IN CONTRACT WORKS

IPSS:1-11-011-01

0. FOREWORD

0.1 This Inter Plant Standard formulated by the Standard Committee on Personnel Safety Appliances & Procedures, IPSS 1:11 with the active participation of the representatives of steel plants and associated organizations in the field, was adopted in May, 2001.

0.2 This is one of the series of Inter Plant Standards in the area of the safety in the plants with a view to providing guidance to all concerned in accident prevention.

1.0 SCOPE OF WORK

1.1 Safety is the responsibility of the Contractor and his staff / employees/ workmen engaged/ deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all its associates and sub-contractors / vendors/ sub-vendors and their staff/ employees/ workmen deployed for execution of the work covered under the Contract. The Contractor shall ensure that his workmen participate in the safety awareness, health care and safety training programmes whenever such programmes are organised by the Employer or the Contractor.

1.2 The Contractor's scope of work shall include, but not limited to execution of work/ Contract, adequate safety arrangements for men machinery etc. engaged during the execution of the Contract.

1.3 While executing the Contract, the Contractor / his supervisor has to ensure safety of the surroundings with regard to Employer's work place/ site and other contractor's men/ machine/ materials/ system etc.

2.0 DETAILED PROCEDURE/ PROTOCOL

2.1 Before starting the work, a safe work procedure/ protocol shall be prepared and signed jointly by the executing department, representative of Safety Deptt. and the Contractor or his representative. This procedure/ protocol shall be prepared by breaking the whole job into small elements and listing them separately in the sequence. Against these elements, the agency responsible for doing it, would be mentioned. Any other details about these elements, may also be mentioned in the remarks column.

3.0 MEMORANDUM OF UNDERSTANDING (MOU)

3.1 A Memorandum of Understanding, placed at Enclosure-A, shall be signed between the Contractor and the representative of the Contracts Department (on behalf of the Plant) before award of the Contract.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ENCLOSURE – A

(Name of the Company/ Plant)

**Memorandum of Understanding between the (Company/ Plant)
and the (Contractor) for safe execution of contract work.**

This Memorandum of Understanding is made and executed by and between

_____, a Company and/ or Plant registered under the Companies Act 1956 and/ or Factories Act and having its registered office at

_____ or their authorised representative(s), hereinafter referred to as “Employer” (which expression shall wherever the context so requires or admits be deemed to mean and include its successor in business and assignees) of the one party

_____ AND M/s _____ having its registered office at _____ hereinafter referred to as the “Contractor” (which expression shall wherever the context so requires or admits be deemed to mean and include its successors in business and assigns) of the other party.

WITNESSETH THAT

Whereas the Employer gives highest importance to the safety in execution of work, seeks co- operation from the Contractor in this endeavor.

Thus, the Memorandum of Understanding is for promoting the safety aspects required to be followed at work place/ site and will be applicable to any site job to be done by the Contractor.

AND

Whereas the Contractor has read all the terms and conditions of the Employer and whereas the Contractor has studied the following documents.

- a) Tender documents, enquiry/ order specification including General Conditions
- b) “General Safety Rules”, “Safety Rule for Construction work” and “Electrical Safety Guide”.
- c) _____ Factory Rules 19_____, Factories Act 1948, Indian Electricity Rules 1956.

The amendments to any of the above rules and any other rules and regulations or procedures, circulars, notices and advices laid down by the Employer from time to time whereas these documents are included as Annexure to this Memorandum of Understanding.

Now, it is hereby AGREED AND DECLARED by and between the Employer and the Contractor as follows :

Clause-I The Contractor shall abide by the terms and conditions stipulated in “Annexure to the Memorandum of Understanding between Employer and the Contractor for safe execution of the Contract work (_____201..)” .

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Clause-II The Contractor shall undertake full responsibility for safe execution of the job at work place/ site and safety of his personnel from the time he enters the gates of _____ till the time he leaves the works gates after his duty.

Clause-III Without giving any prior notice, the Employer shall from time to time be entitled to add/ or amend any or all terms and conditions with a view to improving safety of personnel and safety of work, with immediate effect and the shall be binding on the Contractor. The Contractor agrees to implement all such amendments which shall be laid down by the Employer. Clause-IV Besides following the guidelines, safety rules and regulations, safety codes given in various safety procedures/ documents mentioned above, the Contractor shall also prepare a job safety analysis wherever there are complicated and hazardous working involved. The Contractor shall consult executing agency, supervisors Safety and Accident Prevention Services Department and officers from specialised agency of Employer in preparing such documents.

In witness thereof, the parties hereto by representatives duly authorised have executed this Memorandum of Understanding on _____ day of _____ 201..

Signed on
for and on behalf of (Company/Plant)

Signed on
for and on behalf of (Contractor)

Signature
Signature Name
Name Title
Title

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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GENERAL TERMS & CONDITIONS

1.0 SUPERVISOR

- 1.1 The Contractor shall engage qualified and competent supervisors for executing the Contract. The supervisor must be able to i) read drawing ; ii) understand the safety aspect of the job ; iii) take necessary precautionary measures ; iv) ensure leadership for the safe execution of the job.

2.0 SAFETY SUPERVISION

- 2.1 The Contractor shall provide at least one competent full time safety supervisor who shall be nominated for each contract depending on the number of persons employed and safety requirements of the job including round the clock supervision on safety aspects, wherever required.

3.0 GATE PASS

- 3.1 The Contractor shall, in accordance with prescribed procedure, obtain gate passes (photo passes) from Employer's Security Department who shall make it available to the Contractor, to enable the Contractor and his staff / employees/ workmen to enter the work area inside the plant as well as un-enclosed (open) work area like township. The Contractor shall make arrangement for instant photography for those contract workers who may be required to go to work in emergency and do not have photo passes.

4.0 SAFETY INDUCTION

- 4.1 In order to provide basic industrial safety training to the workers of Contractor, Employer will provide on request, the general safety induction to the workmen/ supervisor at Safety Engineering Department. The Contractor shall submit the list of persons with full details for the job of safety induction to the Engineer for arranging the same. The Contractor shall not engage untrained personnel for executing any Contract inside the works. Job safety induction is a compulsory thing for every job to start with.

- 4.2 If at any point of time, Contractor feels or needs any special safety training for carrying out a particular job the same shall be arranged by the concerned Engineer of the Employer. For this, the Contractor shall inform the concerned Engineer of the Employer well in advance of commencement of such job.

- 4.3 The Contractor shall motivate and encourage his employees/ workmen to make personnel contribution towards enhancing safety on the basis of their knowledge and experience.

- 4.4 The Contractor shall have adequate number of Pocket Sized Safety Cards containing safety instructions prepared on the basis of Employer's model safety book for Contractors workers in Hindi or regional languages as may be required and shall issue them to all his employees/ workmen and ensure that they read it before commencing the work. The safety instructions from these Safety Cards shall be read and explained by the Contractor or his representative to those employees/ workmen who are illiterate and cannot read and ensure that they have been understood. If the employees are signing in the attendance register, the Contractor shall arrange to write "Safety Sentence" on the top of each page below which each employee will either sign or put his thumb impression as a token of his/ her attendance also for having read/ understood the safety instructions.

The "Safety Sentence" shall be "I have read/ understood the Safety Instructions and I shall work according to these instructions".

- 4.5 The work areas where a different system of keeping attendance exists, the Contractor or his representative shall furnish the list of employees/ workmen deployed on the job on any particular day and on top of which the following

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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sentence will be recorded by the representative of the Contractor.

"I have explained the safety instructions to my workers mentioned below and assure that they have understood the instructions and shall work according to these instructions".

- 4.6 The Contractor shall provide safety induction every day before start of the job i.e. briefing the nature of work to be carried and the necessary precautions to be taken while executing the job/ Contract during the particular day.
- 4.7 Contractors shall follow all special safety precautions issued by the executing authority or his site engineer from time to time.

5.0 LEGAL AND PENAL

- 5.1 The Contractor shall abide by the provisions of all statutory acts and rules as applicable and maintain register/ documents, submit periodic reports and returns furnish information/ report relating to accidents occurring in the area of work to competent authority in time.
- 5.2 The Contractor shall be liable for prosecution and penalty in accordance with as prescribed under the law of land, terms & conditions of Contract as well as rules of the Company relating to safety, for not observing those provisions by the Contractor or his employees/ workmen.
- 5.3 The Contractor shall keep the Company indemnified against all losses/ claims due to accidents/ injuries/ damages caused at the Contractor's works site. He shall be fully responsible for accidents caused due to the Contractor or his agents or workmen's negligence or carelessness in regard to observance of the safety requirements and shall be liable to pay compensation for injuries.
- 5.4 The Engineer or Head of the Safety Department or their authorised nominees, upon their satisfaction that the Contractor is not conforming to the safety requirements, may direct stoppage of work and direct the Contractor to remedy the defects or supply the facility/ equipment as the case may be. The Contractor shall not proceed with the work until he has complied with such directions to the satisfaction of the Engineer/ Safety Department.
- 5.5 If a Driver or any staff of the Contractor is caught in theft case or in any unauthorised movement of materials or in the activity which is punishable under the law or not authorised by the plant, the Contractor shall bear the full responsibility for the loss and other consequences which may result to the plant due to such illegal / unauthorised acts besides the action to terminate the Contract by the plant.
- 5.6 The Contractor shall be responsible to ensure that vehicles belonging to him are not driven in reckless or rash manner so as to become a potential threat to the safety of the traffic in the plant or township area. The drivers of the vehicles shall be made to adhered to the speed limits wherever applicable. Failure to comply with the above, may result in termination of the Contract.

In case of accident or injury or damage caused by the Contractor's vehicle or staff to any person or property, the financial responsibility to compensate be borne solely by the Contractor and this amount may, at the discretion of the Competent Authority of the Plant, be recovered from the bills or security or other deposits of the Contractor.

- 5.7 The Contractor shall ensure that all his employees/ workmen are covered under "Workmen Compensation Act" and shall pay compensation to his workmen as and when the eventuality for the same arises.
- 5.8 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer or his representatives, Safety Engineer and Labour

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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Officer.

- 5.9 The Contractor shall enclose along with his first bill a true copy of the Safety Induction Form (Annexure-1A) duly certified by the Executing Authority regarding use of safety appliances, following of safety instructions and observance of all safety laws, failing which the bill will not be processed for payment.
- 5.10 Notwithstanding the above clauses, there is nothing in those to exempt the Contractor from the operation of any other Act or rule in Republic of India for the safety of men and materials.
- 5.11 Without prejudice to the right conferred to the Employer for stoppage of work for violations of safety requirements, the Contractor shall be liable, after written warning, for a penalty of Rs.1,000/- for the first violation and up to Rs.3,000/- for the second violation. For the third violation, the Contractor shall be liable to be debarred from further Contracts up to a period of one year from the date of issue of debarring notice. For low value contracts up to Rs.5 crores, fines up to Rs.25,000/- for medium value contracts from Rs.5 crores to Rs.10 crores fine up to Rs.50,000/- and for high value contract above Rs.10 crore, fine up to Rs.1,00,000/- at a time can be imposed by Employer / Executing Authority on defaulting Contractors.

6.0 PPE & SAFETY APPLIANCES

- 6.1 The Contractor shall provide all the PPE (Personal Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the Contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The Contractor shall not pay any cash amount in lieu of PPE to the workers.
- 6.2 The PPE and safety appliances provided by the Contractor shall be of the standard as prescribed by the Inter Plant Standardisation in Steel Industry (IPSS) or by Bureau of Indian Standards (BIS). If materials conforming to IPSS or BIS standards are not available, PPE and safety appliances shall be procured by the Contractor as approved by the Employer.
- 6.3 If the Contractor fails to ensure provision of safety appliances required to carry out the job safely to the workmen and that his workmen do not use the PPE and safety appliances as needed for safe working, Engineer and the Safety Engineering Department upon the satisfaction that the Contractor is not conforming to the safety requirement may direct the Contractor for stoppage of work and require the Contractor to remedy the defects.

The Contractor shall not proceed with the work until he has complied with each direction to the satisfaction of Engineer and Safety Engineering Department.

7.0 SITE CLEARANCE

- 7.1 Prior to commencement of work, the Contractor shall obtain a clearance from the Safety Engineering Department of the Employer and concerned department/ section of the Employer where the job is to be carried out. The Employer/ Engineer shall not permit the Contractor to commence the work unless Contractor or his representative produces such clearance certificate. The Department concerned shall grant such clearance after ensuring that:
- The Contractor himself has undergone Safety Induction Training organised by the Employer's Safety Engineering Department in the preceding twelve months.
 - The Contractor's workers, identified for particular work / Department, have undergone Safety Induction Training in the preceding twelve months.
 - The Contractor has arranged PPE and Safety appliances for himself and for

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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all his workmen, as required.

- d) The Contractor possesses work permit issued by the Employer or Employer's representative for which the "Work Clearance Form" (Annexure-1B) shall be filled in triplicate by the Contractor for record of :
- i) Safety.
 - ii) Department/ Section of the Employer granting clearance
 - iii) Contractor.
- e) The Contractor and his supervisors along with the Contract documents and job instructions received from the Employer, will come to Employer's Safety Engineering Department where the Contractor will obtain Safety Rule Book for Contractor and seek clarifications, if any. The Contractor is not permitted to stop the job without clearance from Employer's Safety Engineering Department.
- f) The Contractor shall possess handling equipment, tools & tackles of adequate capacity and tested quality.

7.2 Contractor shall obtain specific permission in accordance with IPSS: 1-11-007-01 "Procedure to Permit to Work" and IPSS: 1-11-005-98 "Procedure for working at height by Contractor's Workers" from the Engineer of the company or the companies Safety Department before commencing the following:

- a) Working in an operating plant / equipment ;
- b) Working at height ;
- c) Working in areas expected to have toxic/ poisonous gases ;
- d) Major site activities irrespective of the clearance already obtained ;
- e) Wherever there are hazardous of electricity moving.

The Contractor shall obtain the copies of the above IPSS procedures from the Engineer or the Safety Engineering Department.

7.3 The executing department shall take necessary shut down of operating plant before commencement of job in that area. The Contractor shall ensure that shut down/ clearance is taken before sending workers to such locations particularly in the area where there are hazardous of gases, electricity, moving machinery etc.

8.0 SKILL AND COMPETENCE OF WORKMEN



- 8.1 The Contractor shall be responsible to engage competent and skilled workers.
- 8.2 Before starting of the day's job, the Contractor shall ensure that safety briefing has been done to his workers by himself or his supervisors who have been imparted safety induction earlier and also maintain records to this effect.

9.0 PHYSICAL FITNESS OF WORKMEN

- 9.1 The Contractor shall ensure that his employees/ workmen subject themselves to such medical examination as required under the law or under the company's rule and keep a record of the same.
- 9.2 The Contractor shall not permit any employee/ workmen to enter the work area under the influence of alcohol.

10.0 DEALING WITH ACCIDENT

- 10.1 The Contractor shall maintain a safety register, keep records of all minor and major accidents, serious or averted (near miss) accidents, with or without injuries to human beings and shall submit a report about the accident to the Engineer promptly, on the form prescribed by the Employer.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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10.2 The Contractor's supervisor/ officer in charge shall arrange to take the injured person first to Plant Medical Unit with IOW (Injury on Work) form given on Annexure-1C and under no circumstances, take the injured person directly to his own doctors. The information of fatal accident shall be given on Annexure-1D.

10.3 The Contractor shall not interfere with the site of accident, unless inspected and / or permitted by the competent authorities.

10.4 The Contractor shall arrange to avoid any sort of commotions at site in the event of an accident.

11.0 MISCELLANEOUS

11.1 Safety Records (Statutory Records)

The Contractor shall keep record of :

- i) Test certificates of all lifting tools & tackles, pressure vessels etc.
- ii) Periodical inspection report of safety appliances,
- iii) Maintaining accident analysis report in proper format in consultation with Employer's Engineer.
- iv) Safety record as per Factory Rules/ Safety Codes or any other statutory provision shall also be maintained. However, necessary help in this regard can be taken from concerned Safety Organisation.

11.2 Gas Lines

To work in dangerous gas lines e.g. Coke Ovens gas line, Blast Furnace gas line, LD gas line etc. Employer will provide job safety induction to the Contractor's personnel. For this the Contractor shall give in writing the list of personnel likely to work in gas line (new/ old) to the Engineer who in turn will arrange the safety induction to the Contractor's personnel inside Employer's Works. The Contractor shall ensure the presence of his personnel at place of safety induction (normally Central Gas Safety Station, E&E Department) and follow the steps, General rules & regulations as imparted during the training.

11.3 Electrician/ Other Electrical Personnel

The Contractor shall engage qualified and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of Contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority.

Electrical Equipment

The Contractor shall ensure proper earthing of all electrical equipment/ machinery prior to start of the machine. The Contractor shall also ensure daily examination of the earthing of equipment/ machinery prior to start of the job in order to avoid electrical hazards.

The Contractor shall ensure use of proper cable (may be welding cable or power cable or control cable). The joints of the cables shall be perfectly insulated. The Contractor shall also ensure the use of proper plugs, sockets and other electrical fittings while executing any Contract.

11.4 Scaffolding/ lifting/ lowering/ dismantling of equipment or fabricated structurals or any other materials.

- i) For safe execution of the Contract, Contractor shall make a programme of a piece/ whole job, in sequence of steps involved in execution the required safety measures to be taken during the execution of the job.
- ii) The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during the execution of the job. The Employer will

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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provide prints of “Standard Scaffolding Drawing” on request by the Contractor. Scaffold/ platform to be used by more than 2 persons has to be approved by the Site Engineer and the concerned Safety Organisation, jointly.

The Contractor shall ensure the use of scaffoldings at construction site by his personnel working at height, fabricated as per standard drawing for scaffolding.

If the scaffolding as per the standard drawing is not found suitable at site, the Contractor shall make necessary modification to strengthen the same.

For any civil engineering job, the Contractor will provide adequate support before casting or any superstructure and provide approach, scaffolding etc., in such a manner that is safe, easy for movement of men, women and materials.

- iii) The Contractor shall make his own arrangement for the area lighting/ spot lighting at fabrication yard. The Employer will provide power source at one point only near to the fabrication yard.
- iv) The Employer will provide area lighting at erection site only. The Contractor shall make his own arrangement for spot lighting. The source of power supply at the nearest possible point will be shown by the engineer at site.

11.5 House keeping

- i) The Contractor shall ensure good house keeping in his working area, fabricating yard as well as at erection site. The safe approach to the working place must be ensured. Place for keeping raw materials, semi-finished materials should be clearly marked with proper identification. Machine component shall be kept properly under shed.
- ii) The Contractor shall keep the scrap material at one place duly barricaded and shall remove the same regularly from the work place.
- iii) The Contractor shall stack properly the fabricated or any other items likely to be erected very shortly at erection site, in such a way that the materials do not cause congestion at site or create unsafe condition for free and safe approach.
- iv) The Contractor should put up a board (minimum 4' x 3') indicating the name of the Contractor, details of the job, order No., starting date and likely completion date of the job. On completion of the job, the Contractor shall clear the site (good materials and scrap). The board so displayed shall be taken out of the site. Any material left after the job is over will be picked up by the Employer and the Contractor will be charged back for the same.
- v) Barricading

The Contractor shall ensure barricading of the unsafe area, which can lead to accidents to any unknown person working in that area. In order to remove unsafe condition and prevent accidents, this unsafe area such as trench/ pit/ foundation, any type of opening made or left in any floor of the building including staircase etc. must be barricaded.

The hand railings shall be immediately provided in all the floors, stairs etc. before proceeding for erection/ dismantling.

- vi) Removal of muck shall be done within 24 hours from road sides.
- vii) The Contractor shall be responsible for removing all unwanted materials / scaffolds from the work site.
- viii) The Contractor shall issue written as well as oral instructions from time to time, in addition to the precautions, measures spelt out above so as to ensure that the workers adhere to safety norms specifically needed for the particular job during the execution of the work. .

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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- 11.6 The Contractor shall ensure that compressed air is not used for removing the dust from one's clothes. Compressed shall not be blown against any one as it may injure or even kill him / her.
- 11.7 The Contractor shall provide, maintain and arrange for periodical checking of adequate numbers of fire extinguishers of appropriate type and other facilities (e.g. sand buckets, asbestos covering etc.) in fire prone areas.
- 11.8 The Contractor shall provide clearly demarcated access and exits at work site to take care in case of outbreak of fire or any other eventualities.
- 11.9 The Contractor shall ensure that smoking or keeping of naked light near gas lines, valves and any other equipment connected with gas distribution system and handling of all inflammable material is strictly prohibited.
- 11.10 The Contractor shall ensure that no one takes rest/ shelter below any dumped slag, boulder or any other cut pit/ excavation near any stock of materials, electrical installations and gas lines etc.
- 11.11 The Contractor shall ensure the availability of first aid box at the working sites.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE-1A

(Name of the Organisation)

(Name of the Unit)

SAFETY INDUCTION FORM

Safety induction to the Contractor for starting a job.

1. Name and address of the Contractor :
2. Contract/ Award Letter/ Work Order No. :
3. Name of the Department awarding Contract. :
4. a) Probable date of starting the job :
b) Duration :
5. Place & nature of work :
6. Name & designation of supervisors :
i) Department (1) (2)
ii) Contractual (1) (2)
7. Necessary safety precautions explained. :
8. Safety appliances advised for usage to the Workers :

Safety Engineering Department
or Engineer's representative

I have gone through the Safety Rules Book for Contractors and received a copy of the same. I shall follow all safety precautions/ instructions given to me and shall be responsible for safety of my staff/ employees/ workmen.

Signature of Contractor

Certified that requisite Safety Appliances are available with workers and Contractor is permitted to start the work.

Signature of Engineer

Certified that requisite Safety Appliances are being used and safety precautions/ measures are being adopted.

Safety Officers of Employer

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Copy to :

1. Safety Department.
2. Operation/ Works Department.
3. Contractor with one spare copy.

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ANNEXURE-1B

(Name of the Organisation)
(Name of the Unit)

WORK CLEARANCE FORM FOR CONTRACTORS

1. Name of Contractor's firm with address :
2. Engaged by which Department :
3. Name of the representative / supervisor of the Contractor supervising the job. :
4. Precise nature of work to be carried out / work order reference. :
5. Precise location of work :
6. Proposed date and time of commencement of work. :
7. Expected No. of days required for the work. :
8. Whether Contractor's workers are to be engaged in G/A/B/C shifts and No. of people engaged. :

I accept responsibility for ensuring that all men under my control shall observe the statutory safety requirement and follow the safety instructions of the plant.

Date : _____ Signature of the Contractor

Certified that the Contractor has been engaged by us for the work described above.

Date : _____ Signature of the Engineer

(Certificate to be given by the Department/Section where work is to be carried out)

You are authorised to carry out the work described below :

Date : _____ Signature of the Safety Officer of the Employer.

Note :

1. The form shall be filled-in in triplicate by the Contractor for the record of (I) Safety Engineering Department, (ii) Department/ Section granting clearance, (iii) Contractor.
2. These certificates are not a substitute for the electrical permits and do not give permission to use masked lights or work in gas hazardous areas or enter closed vessels or for explosives, which shall be taken separately whenever required.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE-1C

(Name of the Organisation)

(Name of the Unit)

INJURY ON WORK

(Contractor's Employees)

1. Name of the firm :
2. Name of the Contractor :
3. Name of Department (Awarding Contract) :
4. Name of the injured person :
5. Designation, gate pass No./ Token No. :
6. Date and time of accident :
7. Department where accident happened :
8. Exact place of occurrence :
9. Eye witness (name & designation) : 1)
2)
10. Persons appraised of : 1)
2)
11. Brief account of the accident :

Date:

Signature of the Contractor /
Contractor's supervisor

(Particulars to be filled in by the Medical Officer)

1. Nature of injury :
2. Injured person is fit/ unfit to return to duty :
3. If unfit, period of rest recommended :
4. This employee has been notified that :
he is fit/ unfit as per Sl. No.2.
(strike out which is not applicable).

Date:
Officer.

Signature of the Medical

Name :
Seal :

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Annexure-1C (contd.)

Note :

1. When an injury occurs to a Contractor's employee while inside the factory, the injured person should be sent to Plant Medical Unit immediately, with this form in triplicate.
2. The Medical Officer on duty at Plant Medical Unit will retain one copy and send one copy to Safety Engineering Department. The third copy shall be returned to the Contractor concerned after duly filling up the forms.

In case, the Contractor takes the injured person to his private doctor, he shall do so by giving a written undertaking to the doctor in Plant Medical Unit and to the Manager, Safety Engineering Department.

If the private doctor declares the injured person unfit for duty more than 2 days, this becomes a reportable accident under the Factories Act and the Contractor shall immediately report this to the Manager, Safety Engineering Department for sending reports to concerned Government agencies.

The Contractor shall also keep the manager (Safety) inform about :

- a) The condition of the injured person ;
- b) The period of disability and
- c) Any loss of earning capacity certified by the doctor.

The Contractor shall produce the fitness certificate from the attending doctor after the injured person is declared fit for duty.

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(Name of the Organisation)

(Name of the Unit)

NOTICE OF FATAL ACCIDENT

(Contractor's Employees)

Date:.....

From

(Name and address of the Contractor)

To

The Engineer
(Superintendent/ Manager)



Dear Sir,

We regret to inform you that _____, an employee of M/s _____ met with a fatal accident at _____ AM/ PM, dated _____ at _____. At the time of accident, he was engaged in _____.

(description of work)

Yours faithfully,

Signature of the Contractor / Contractor's supervisor

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – 1D

The process of submission of Online Price bid is as detailed hereunder:-

- Step 1: Type <http://www.buyjunction.in> in the internet explorer.
Step 2: Click on Login (present on Top right side of the Page)
Step 4: Click on **View Live Auctions and Tenders**.
Step 5: In the right side open/ global tenders link will be displayed.
Step 6: Click on the link for the above mentioned tender link present under Open tenders
Step 7: Click on new user if you are not registered in buyjunction earlier. Click on Existing user in-case you have already registered in buyjunction earlier. Existing users can login with their user id and password.

New Users:

Steps to get your User Code and Password

1. Click on the required tender link under **“Open Tenders”**
2. Choose your Auction currency in-case any option is coming to select currency. Click on **“New User”**
3. Fill up the **“Registration Form”** and click on **“Submit”**. All fields marked with (*) are mandatory fields.
4. On submitting the filled-up registration form, an auto generated email will be sent to the email address you have mentioned in the registration form containing your User Code and Password.
5. Changing of password on first login is compulsory.
6. On receipt of the User Code and Password you become an **Existing User**. Now follow the steps of existing user to login to the auction site.

Existing Users

1. Click on the required tender link under **“Open Tender”**
2. Click on **“Existing User”**.
3. Log in with your existing user code and password for placing your bid.
4. Read through the **“Bidding Procedure”** to proceed further for bidding.

Bidding Procedure

After logging in with your user id and password you have to accept the **“Auction Terms”**.



Steps to accept the “Auction terms”:

1. Click on **“Auction Terms”**.
2. Then click on **“View term without DSC”**
3. Click on the relevant auction terms appearing under **“Term ”**column.
4. Select the check box on the left-side of the relevant auction terms.
5. Click on the button besides **“Accept”**.
6. Then click on **“Submit”**.
7. A message will be displayed to you mentioning your acceptance to terms for auction.
8. It is mandatory to accept the terms of online bidding in order to proceed for submission of bid.

Steps to Submit Price Bid

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	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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1. Click on **“Bids.”**
2. Then click on **“Live Auction.”**
3. Put your login password as transaction password
4. Select the auction id and click on add to watch list.
5. Now the bidding screen is visible.

6a. For Template Bidding

1. Click on **Icon “T”** on left column of bidding screen (Which will appear separately **for each lot**).
2. A template form will open where you need to fill up the price & click on evaluate at the bottom
3. If you want to quote the evaluated price then click on **“confirm”**.
4. After clicking on the confirm button of the template window, your price will appear in the **“New Bid”** box.

6b. For Non-Template Bidding

1. Fill your Price in the **“New Bid Box”** visible on the bidding screen.
2. Select the check box at the extreme left of the bidding screen
3. Click on **“Submit”** button placed at the bottom left of the screen.
4. Bid once placed will have to be honoured.
5. You will see **“Bid Accepted”** in the **“Result”** column. This indicates that your bid is accepted and registered in the system.



Steps to take a print-out of the receipt

1. Once you have placed your bid, to download Bid Receipt, kindly click on **“Download”**.
2. Then click on **“Bid Receipt for Open Tender”**.
3. Select the auction to generate receipt.
4. Take print out of the same market-wise (Term List)/ item-wise (Auction list).

Note:

1. **Current price, Market status, Start Bid Price, Bid Decrement, Effective Price** will not be available.
2. Time remaining for the event to close will be shown under the Bid Summary screen.
3. For any clarification on the bidding process please contact
 Mr. Manish Nandwana _ 9163348165_ manish.nandwana@mjunction.in
 Ms. Monalisa Shaw _ 9163348297_ monalisa.shaw@mjunction.in
Mr. Sumit Kumar Das – 8873002750 - sumit.das@mjunction.in for Bokaro Office

A copy of System generated **acknowledgement-slip for Online submission of sealed price bid to be submitted along with Techno-commercial Bid.**

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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ANNEXURE – 1E

ENVIRONMENT, HEALTH AND SAFETY

EHS (Environment, Health and Safety) Clause for contracts where overall site is under BPSCL control Contractor's Responsibilities

The contractor shall during the entire term of contract undertake to perform the following obligations relating to environment, health and safety:-

1. Ensure that your workforce is not exposed to asbestos or asbestos containing atmosphere.
2. Take suitable control measures to ensure that the workers are protected from dust emission.
3. Monitor and ensure that the working area is free from any toxic gas, vapour and fume. Take adequate measures to reduce level of concentration below permissible limit. Exposure to any particular toxic gas, vapour or fume shall not exceed the maximum permissible limit prescribed in local regulation for any particular period of time. Ensure adequate ventilation and no immediate danger to life and health of personnel working at site.
4. Ensure that there is no flammable atmosphere and uncontrolled fire hazard in and around the work place. In case it is required to work in flammable atmosphere, implement safe working procedure and suitable control measures in order to work safely.
5. Ensure that the workers are protected from excessive noise and heat. Take adequate measures to reduce noise/heat level below the permissible limit.
6. Ensure safe access and egress in and around work place. Ensure proper maintenance of Platforms, staircases, ramps etc. Special care and all safety measures should be taken while working at height. Roof work and access to roofs must not be undertaken without prior permit.
7. All Personal Protection Equipments supplied by the contractor should be of internationally recognized standards. All tools and tackles bought by the contractor for use during the contract period should have proper and valid certification by competent authority.
8. All lifting equipments, tools and accessories provided by BPSCL should be maintained and returned back in sound condition after the completion of contract period.
9. Ensure that the illumination in and around workplace and access areas are maintained properly. Make sure to switch off the light, fan and air conditioners after use.
10. The contractor must ensure that all machinery and equipments are provided with earth fault circuit breakers at all times when using electrical leads. Use of electrical tape for temporary repair is prohibited.
11. Guards and covers for equipments/machineries are to be provided where ever necessary.
12. Gas cylinders shall be securely stored, transported, identified and used in line with legislation and EHS requirements.
13. Fire extinguishers and other fire fighting equipments provided in different locations should never be misused.
14. Contractor must ensure optimum use of water with minimum wastage.

	BOKARO POWER SUPPLY COMPANY (P) LIMITED TENDER SPECIFICATION FOR REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES OF TPP, BPSCL	
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15. Contractor shall also ensure that the work area is kept clean, tidy, & free from debris. The contractor is also fully responsible for protection of ground and underground from pollution.
16. Identify and highlight potential hazards / risks existing.
17. Ensure suitable corrective actions are implemented for identified issues.
18. Provide adequate emergency and first-aid facilities and it should be available in all shifts.
19. All workers should be trained and communicated about the onsite emergency and evacuation plan.
20. All equipments and plant should be maintained in safe condition.
21. The Contractor and their Personnel admitted to site must conduct themselves in an orderly and safe manner and conform at all times to the EHS Requirements. Fighting, engaging in horseplay, being under the influence of or possessing alcohol or drugs, gambling, soliciting, stealing, immoral or otherwise undesirable conduct is not permitted and shall not be tolerated. Upon knowledge of such conduct, BPSCL shall exclude the concerned person from the site and take all other appropriate measures as deemed necessary. BPSCL reserves the right to perform random drug and alcohol tests.
22. The Contractor shall immediately notify BPSCL of any environmental incident, injury, illness, near-miss, unsafe condition or practice and any loss or damage to property, including incidents related to the Contractor Personnel. An investigation report assessing the root cause, corrective action, and preventative action shall be submitted by the Contractor to BPSCL within 24-hours of the incident's occurrence.



BOKARO POWER SUPPLY COMPANY (P) LIMITED
TENDER SPECIFICATION
FOR
REPLACEMENT OF EXISTING 100 ATA & 39 ATA STEAM PIPELINES
OF TPP, BPSCL



ACRONYMS

BDS	Bid Data Sheet
BG	Bank Guarantee
FAC	Final Acceptance Certificate
GCC	General Conditions of Contract
GTS	General Technical Specifications
ICC	International Chamber of Commerce
IFB	Invitation for Bids
Inco terms	International Commercial Terms
ITB	Instructions to Bidders
LC	Letter of Credit
LD	Liquidated Damages
LOA	Letter of Acceptance
PAC	Preliminary Acceptance Certificate
PG	Performance Guarantee
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications

PRICE SCHEDULE

BPSCL-Package-Steam Piping work for TPP

SUMMARY PRICE SCHEDULE

APPENDIX-1

Sl. No.	Description	Price (Rs Lakhs)
a	b	c
1	Design & engineering (Refer-Table-1:Basic without Taxes)	
2	Supply of Plant & equipment as per specification at site(Refer - Table 2:Basic without Taxes)	
3	Supply of Commissioning spares at site(Refer Table-3: Basic without	
4	Dismantling of existing piping system and structures as required and new Civil Engg. Works incl. supplies (Refer Table- 4: Basic without Taxes)	
5A	Supply of Fabricated structures for pipe rack & supports, including sheeting, glazing (Refer Table - 5A : Basic without Taxes)	
5B	Erection of Fabricated structures for pipe rack & supports, including sheeting, glazing and final painting (Refer Table - 5B: Basic without Taxes)	
6	Storage, Handling, Erection, Commissioning, and PG tests of Plant and equipment (Refer Table-6: Basic without Taxes)	
7	Comprehensive/ Transit, Storage cum erection insurance	
	Total Contract Price (1 to 7)	
8	GST	
a	IGST	
b	CGST	
c	SGST	
9	Total Contract Price	
Total contract Price:(In Words)		

- Notes**
- 1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, unit price will prevail
 - 2 In case of a discrepancy between the sub-total price and the total price, sub-total price will prevail
 - 3 In case of a discrepancy between words and figures, the amount in words will prevail
 - 4 Remarks/ Footnotes/ Comments furnished in Un-priced bids will prevail if any discrepancy is found in furnishing any Remarks/ Footnotes/ Comments between Un-bids.
 - 5 If the bidder to go for Comprehensive/ Transit, Storage cum erection insurance policy then total insurance price shall be indicated in item no 7 in the above the above table

TABLE - 1

PRICE SCHEDULE FOR DESIGN & ENGINEERING

SL.No.	Items	Price (Rs Lakhs)
a	b	c
1	Basic & Detailed Engineering including supply of drawings & documents	
2	Others (Bidder to specify)	
3	Applicable IGST with rate	
4	Applicable SGST with rate	
5	Applicable CGST with rate	
6	Any other taxes, duties & levies (Bidder to specify rate & value)	
	Total	

Total (In Words)

Note Bidder to specify prevailing GST rates & values in table below

	5%	12%	18%	28%
IGST				
CGST + SGST				
CGST+ UTGST				

PRICE SCHEDULE FOR SUPPLY OF INDIGENOUS COMMISSIONING SPARES

SL. NO.	DESCRIPTION	Volume of Work		Amount in Rs Lakh				TOTAL
		Unit	Quantity	TOTAL BASIC PRICE	Applicable IGST with rate	Applicable SGST with rate	Applicable CGST with rate	
a	b	c	d	e	f	g	h	i
Supply of Indigenous Commissioning Spares								
1								
2								
3								
4	Inland Freight up to site							
5	Transit insurance							
Total at site								(e+f+g+h+i)
Total (In Words)								

Note

Bidder to specify prevailing GST rates & values in table below

IGST	5%	12%	18%	28%
CGST + SGST				
CGST+				
UTGST				

Table -4

PRICE SCHEDULE FOR DISMANTLING & CIVIL ENGINEERING WORKS INCLUDING ALL SUPPLIES

PRICE in Rs Lakhs

SL.No	DESCRIPTION	Volume of Work		RATE/ UNIT	Basic price	Applicable IGST with rate	Applicable SGST with rate	Applicable CGST with rate	Any other taxes, duties & levies (Bidder to specify rate & value)	TOTAL
		Unit	Quantity							
a	b	c	d	e	f	g	h	i	j	(f+g+h+i+j)
I	Dismantling & Disposal, Civil Engineering Works including all supplies									
	Dismantling & disposal of Piping & Equipment , Structures, Foundations etc.									
II	Civil work									
	Total price (I+ II)									Total (in Words)

Note Bidder to specify prevailing GST rates & values in table below

IGST	5%	12%	18%	28%
CGST + SGST				
CGST+ UTGST				

PACKAGE -

PRICE SCHEDULE FOR SUPPLY OF STRUCTURES INCLUDING SHEETING & GLAZING

SL. No	DESCRIPTION	Volume of Work		RATE/ UNIT	PRICE in Rs lakhs					
		Unit	Quantity		Basic price	Applicable IGST with rate	Applicable SGST with rate	Applicable CGST with rate	Any other taxes, duties & levies (Bidder to specify rate & value)	TOTAL
a	b	c	d	e	f	g	h	i	j	(f+g+h+i+j)
I	Steel Structures	T								
II	Sheeting Materials for Roof/ Side/ Cable Cladding, if any.									
	a) Galvanised Corrugated Seel (GCS) Sheet	m2								
	b) Asbestos Cement AC) Sheets	m2								
	c) Glazed Sheets	m2								
III	Others, if any (Bidder to Specify)									
IV	Inland Freight up to site									
V	Transit insurance									
Total (in Words)										

Note Bidder to specify prevailing GST rates & values in table below

IGST	5%	12%	18%	28%
CGST + SGST				
CGST+ UTGST				

PACKAGE -

PRICE SCHEDULE FOR ERECTION OF STRUCTURES INCLUDING SHEETING, GLAZING & FINAL PAINTING

SL. No	DESCRIPTION	Volume of Work		RATE/ UNIT	PRICE in Rs lakhs						TOTAL
		Unit	Quantity		Basic price	Applicable GST with rate	Applicable SGST with rate	Applicable CGST with rate	Any other taxes, duties & levies (Bidder to specify rate & value)	(f+g+h+i+j)	
a	b	c	d	e	f	g	h	i	j	(f+g+h+i+j)	
I	Erection of :										
	a) Steel Structures	T									
	b) Galvanised Corrugated Steel (GCS) Sheet, as applicable	m2									
	c) Sheetting Materials for Roof/ Side/ Cable Cladding, as applicable	m2									
	d) Glazed Sheets, as applicable.	m2									
II	Others, if any (Bidder to Specify)										
TOTAL (I to II)											
Total (in Words)											

Note Bidder to specify prevailing GST rates & values in table below

IGST	5%	12%	18%	28%
CGST + SGST				
CGST + UTGST				

TABLE - 6

PRICE SCHEDULE FOR RECEIPT, UNLOADING & STORAGE, TRANSPORTATION FROM STORE TO ERECTION SITE, ERECTION INCLUDING SUPERVISION, START-UP, TESTING & COMMISSIONING FOR COMPLETE PIPING SYSTEM

Sl. NO.	Items	Volume of Work		Unit rate	Price in Rs lakhs					TOTAL (f+g+h+i+j)
		Unit	Quantity		Basic price	Applicable IGST with rate	Applicable SGST with rate	Applicable CGST with rate	Any other taxes, duties & levies (Bidder to specify rate & value)	
a.	b	c	d	e	f	g	h	i	j	
1	Erection and installation including Storage & handling, Construction of stores, receipt, transportation, loading and unloading, painting, start-up, testing & commissioning and painting as per specification of the complete unit/system including all statutory clearance/contingency insurance coverage, eg. third party liability, ESI, workmen compensation etc.									
	Mechanical Plant & Equipment									
	a) Pipes and Fittings	T								
	b) Supporting Structures	T								
	c) Insulation	Nos								
	d) Valves	Nos								
	e) Spring Supports	T								
	f) Other Miscellaneous equipment									
2	Electrical equipment									
	a) Motors and Controls									
	b) Power Cable	m								
	d) Other Miscellaneous equipment									
3	Instrumentation & Control									
	Total									
Total (In Words)										

Note

Bidder to specify prevailing GST rates & values in table below

IGST	5%	12%	18%	28%
CGST + SGST				
CGST+ UTGST				

TABLE-7

VALUE OF "Po" FOR CALCULATION OF PRICE ADJUSTMENT DUE TO VARIATION IN PRICE INDICES

Sl.No.	Description	Value of Po
a	b	c
1	Supply of Indegenous Mechanical Plant and Equipment including Technological Structures	
2	Supply of Indegenous Electrical Plant and Equipment	
3	Erection of Mechanical and Electrical Plant and Equipment	
4	Supply of Building Steel Structures and Sheeting	
	Steel is procured by the contractor	
	Steel is procured by the BPSCL,if any	
5	Erection of Steel Structures including Sheeting, Glazing and Final painting	
6	Civil Engineering works including all necessary supplies	