

GENERAL CONDITIONS OF CONTRACT FOR LUMPSUM, ITEM RATES AND PERCENTAGE CONTRACT

DEFINITIONS

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- a) The “CONTRACT” means the documents forming the tender and acceptance thereof, together with all documents referred to therein including General and Special Conditions of Contract, and / or General Summary attached to form the tender, the Bharat Heavy Electricals Limited, Schedule of Rates as amended and in force the Specifications and the Drawings. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.
- b) The “TENDER DOCUMENTS” means the form of Tender the applicable Schedules and / or General Summary, General and Special Conditions of Contract and the Specification and / or Drawings as given to Contractors.
- c) The “WORK” means the work described in the tender documents in individual work orders and/or accompanying Drawings and Specifications as may be issued from time to time to the Contractor by the Engineer-in- charge within the powers conferred upon them, including all modified or additional works and obligations to be carried out either at the site or at any Factory Workshop or other place as required for the performance of the Contract.
- d) The “SITE” means the lands and/or other places on, in into or through which the work is to be executed under the Contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.
- e) The “CONTRACTOR” means the individual, firm or Company, whether incorporated or not undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company, or the successors of the firm or Company and the permitted assigns of such individual or firm or Company.
- f) The “Engineer-in-charge” means the Engineer who is in charge for the works referred.

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SCOPE OF CONTRACT

Contract Documents

The Contractor shall keep one copy of all the Drawings and the Specifications at the site and the Engineer-in-charge or his representative shall have access to them at all reasonable times.

None of these documents shall be used by the contractor for any purpose other than that of this contract.

The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

Works to be Carried Out

The Contract shall, except as provided under BHEL free issue material, include all labor, materials, tools, plants equipment and transport which may be required in preparation for, and in the entire execution and full completion of the work. The tender shall be deemed to have been prepared in accordance with good practice and recognized principles and unless otherwise stated, the descriptions given therein shall be held to include waste on materials carriage and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labor necessary in and for the entire execution and full completion aforesaid. Any error in description or quantity or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the Drawings and Specifications, or from any of his obligations under the Contract. The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or materials specified may be obtained from any other firm subject to prior written approval of the Engineer – in – charge.

In the case of any discrepancy the Accepting Officer shall be the sole deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither Drawings nor Specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer whose decision shall be final and conclusive, are reasonable and obviously and fairly intended for the satisfactory completion of the work, such details shall be provided by the Contractor without any extra cost as if they were specially mentioned and shall be deemed to be included in the contract.

The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any mis-understanding in these respects or otherwise will be allowed.

Provisional Items

The full amount of provisional lumpsums and the value annexed to each provisional item inserted in the tender documents shall be deducted from the contract sum and the value of work ordered and executed thereunder shall be ascertained by measurement or valuation as for deviations.

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No work under these items is to be begun without instructions in writing from the Engineer-in-charge.

The extent of quantities or items described as “Provisional” shall not be held to guarantee or limit the amount and description of the work to be executed by the contractor either in respect of the items concerned or the work as a whole.

No addition or deduction shall be made by the Contractor to the amount of the provisional lumpsums as included in the tender documents.

Deviations

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all addition and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **Seven days** from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with the Engineer-in-charge regarding the terms of the proposed deviation, the objection shall be referred to the Project Manager whose decision shall be final conclusive and binding on the Contractor.

Time

Time is the essence of the contract and is specified in the tender document or in each individual Work Order.

As soon as possible after the contract is let or any substantial Work Order is placed and before work under is to begin, the Engineer-in-charge and the Contractor shall agree to a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Tender Documents or the Work Order for the completion of the individual items thereof and/ the contract or order as a whole. It shall indicate the forecast of the dates for the commencement of the various trade processes or sequences of the work, and shall be amended as may be required by agreement between the Engineer-in-charge and the Contractor within the limitation of the time imposed in the Tender Documents or Order

In the absence of any specific Time and Progress chart to be agreed to between the Contractor and the Engineer-in-charge, the contractor shall ensure and maintain uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the Tender Documents or Order

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and that the proportion of work completed upto any time in relation to the entire work to be under the Contractor Order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the Tender Documents or Work Order/ Sub Work Order.

The contractor shall suspend the execution of the work, or any part or parts thereof whenever called upon in writing by the Engineer-in-charge to do so, and shall not resume work thereon until so directed in writing by the Engineer-in-charge. The Contractor will be allowed an extension of time for completion not less than the period of suspension. However, no other claim in this respect for compensation or otherwise however will be admitted. Provided the cause for suspension is not attributable to any default on the contractor's part to proceed with or fulfill the contractual obligations. This may also be extended to allow for alteration of work made by the deviation order.

Stores and Materials

The Contractor shall, at his own cost and expense, provide all materials required for the works, other than those which are to be supplied by Bharat Heavy Electricals Limited. **M-sand can also be used as fine aggregate instead of river sand due to availability constraints with the permission of Engineer-in-charge.** All materials to be supplied by the Contractor shall be of the best kind as described in the specifications and the Contractor shall, if requested by the Engineer-in-charge, furnish proof to the satisfaction of the Engineer-in-charge, that the materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work for approval of the Engineer-in-charge, who may reject the materials not corresponding either in quality or character to the approved samples.

In the case of provision of material from stores, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required assembling and jointing the several parts together as necessary and incorporating or fixing these stores materials in the work, including all preparatory work of whatever description as may be required, and of closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

Delay and Extension of Time:

If, in the opinion of Engineer-in-charge the work is delayed:

- i) by reason of abnormally bad weather, OR
- ii) by reason of serious loss or damage by fire, OR
- iii) by reason of Civil commotion, local combination of workmen strikes or lockout, affecting any of the trades employed on the work OR.
- iv) by delay on the part of the agency or tradesman engaged by BHEL in executing work not forming part of this contract, OR
- v) by reason of any other cause which in the absolute discretion of the Engineer-in-charge is (when he is the Accepting Officer of the Contract) beyond the Contractor's reasonable control, then in such case the Accepting Officer on the recommendation of the Engineer-in-charge (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the contract as a whole. Such extension which will be communicated to the Contractor by the Engineer-in-charge in writing shall be final and binding on the Contractor. No other claim in this respect for compensation or other-wise howsoever is admissible. Upon the

happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-charge to proceed with the work.

Patent Rights:

The Contractor shall fully indemnify B.H.E.L or the agent, servant, or employee of B.H.E.L against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the contract.

In the event of any claims being made or action brought against B.H.E.L or any agent, or servant or employee of BHEL in respect of matters aforesaid the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the BHEL but the Contractor shall pay any royalties payable in respect of any such use.

Plant and Equipment:

The Contractor, shall at his own expense, supply all tools, plant and equipment (here-in-after referred to as T & P) required for the execution of the contract.

PERFORMANCE OF THE CONTRACT

Order under the contract

All orders, notices etc., to be given under the contract shall be in writing typescript, email or printed and if sent by registered post to the address given in the tender of the contractor, shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him.

The contractor shall carry out without delay all orders given to him.

Admission to site

The Contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the Site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the Contractor will on no account be allowed to extend his operations beyond these areas.

The Contractor shall provide, if necessary or required at the Site, temporary access there to and shall alter, modify and maintain the same as required from time to time. He shall take out and clear away the access route when no longer required and restoring the area to its original condition.

The Engineer-in-charge shall have power to execute other works (whether or not connected with the work in the contract agreement) on the site contemporaneously with the execution of the original work and Contractor shall give reasonable facilities for this purpose.

B.H.E.L reserves the right of taking over, at any time, any portion of the site which they may require and the Contractor shall at his own expense clear such portion forthwith. No photographs

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of the Site or of the work or any part thereof shall be taken, published or otherwise circulated without the prior approval of the Engineer-in-charge.

No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs.

B.H.E.L Officials connected with the Contract shall have the right of entry to the Site at all times.

Engineer - in charge shall have the power to exclude from the site any person whose admission there to may, in his opinion be undesirable for any reason whatsoever.

Contractor's Supervision

The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Agent approved by the Engineer-in-charge to act in his stead. The contractor shall employ an Engineer/Agent having at least a 'Degree of Bachelor of Civil Engineering' from a recognized University.

The Employment of an Engineer/Agent as aforesaid shall not be necessary if the Contractor himself in possession of a recognized technical qualification and is in opinion of the Engineer-in-charge capable of receiving instructions of the Engineer-in-charge and of executing the work to the satisfaction of the Engineer-in-charge. If the Contractor fails to appoint a suitable Engineer/ Agent as aforesaid, the Engineer-in-charge shall have full powers to suspend the execution of work and stop payment of any advances that may have become due until such date as a suitable Engineer/Agent is appointed and the contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him as stipulated in condition (9) above.

Orders given to the Contractor's Agent/Engineer shall be considered to have the same force as if they had been given to the Contractor himself.

The contractor or his Agent shall be in attendance at the site during all working hours and shall supervise the execution of work with such additional assistance in each trade as the Engineer-in-charge may consider necessary.

The contractor or his accredited agent shall attend when required and without making any claim for doing so, either the Office of the Engineer-in-charge or the work site to receive instructions.

The Engineer-in-charge shall have full powers, and without assigning any reason to require the Contractor immediately to cease to employ in connection with the Contract any Agent, servant or employee whose continued employment is, in his opinion undesirable.

The Contractor shall not be allowed any compensation on this account.

Stores and Materials on Site

All stores and materials required for the work are to be deposited by the Contractor only in places to be indicated by the Engineer-in-charge.

Where in accordance with the contract stipulations certain Stores & Materials (for incorporation in the work) are to be issued to the Contractor by the BHEL and **such items will be so issued only to the extent required for the actual completion of the work** as stipulated in the contract. The decision of the Engineer-in-charge regarding the quantities to be issued as above shall be final and binding on the contractor. For any excess quantities consumed on the work upto 5% over the theoretical consumption will be charged at issue rates and excess consumption beyond this limit, their cost will be recovered from the Contractor at punitive rates which will be 100% (Hundred Percent) more than the issue rates of the BHEL

In regard to the materials and stores which may be issued to the Contractor by BHEL the Contractor shall give the Engineer-in-charge reasonable notice in writing of his requirements of such stores and materials and on the approval of his demand being notified to him, he shall make immediate arrangements for drawing the same. Such stores and materials shall be transported by the Contractor at his own expense direct from the place of issue to the site of the work, unless prior written approval is obtained from the Engineer-in-charge to take them to a Store or Workshop elsewhere.

BHEL Officers connected with the Contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place where such stores or materials are being fabricated or manufactured or at any place where the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made of any stores or materials supplied by the Contractor who shall provide at his own expense all facilities which the Engineer-in-charge may require for this purpose. If at the discretion of the Engineer-in-charge an independent expert is employed to make any such tests his charges shall be borne by the Contractor only if the test discloses that the said stores or materials are not in accordance with the provisions of the Contract.

Should the Engineer-in-charge consider at any time during the construction or re-construction, on prior to the expiry of the “MAINTENANCE PERIOD” that the stores or materials provided by the Contractor are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (in respect whereof the decision of the Engineer-in-charge shall be final and conclusive) the Contractor, shall on demand, in writing from the Engineer-in-charge specifying the Stores or materials complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or materials so specified and provide other proper and suitable stores or materials at his own expense; to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid the Engineer-in-charge may replace within others the stores or materials complained of at the risk and expense in all respects of the Contractor. The liability of the contractor under this condition shall not extend beyond the maintenance period aforesaid except as regards stores or materials which the Engineer-in-charge shall have previously given notice to the contractor to replace. (***MAINTENANCE PERIOD for any work under this Work order will be SIX MONTHS FROM THE DATE OF ACTUAL COMPLETION of the particular work and handing over to B.H.E.L.**).

All stores and materials brought to the Site shall become and remain the property of B.H.E.L and shall not be removed from the site without prior written approval of the Engineer-in-charge. However, when the work is finally completed, the Contractor shall at his own expense forthwith remove from the site all surplus stores or materials originally supplied by him and upon such removal, the same shall revert in and become the property of Contractor. All B.H.E.L Stores and

materials issued to Contractor for in-corporation or fixing in the work and which, making due allowance for reasonable wear and tear/or waste, have not on completion of the work been so incorporated or fixed, shall be returned by the Contractor at his own expense to the place of issue.

Credit for surplus stores and/ or materials returned by the contractor to B.H.E.L will be given to him at a price based on the prevailing market rate but not exceeding that at which the said stores and materials were originally issued to him but due consideration shall be given to the allowance claimed by B.H.E.L in respect or any depreciation or damage suffered by the stores and/or materials whilst in the custody of the Contractor regarding which the decision of Engineer-in-charge shall be final and conclusive.

If, in the opinion of the Engineer-in-charge (which shall be final and conclusive) any stores, supplied by B.H.E.L have either during currency of the work or after completion of the work whilst under the custody of the Contractor, become damaged to such an extent that they cannot be usefully utilized, either in the same work or in other works, the Engineer-in-charge shall not accept the stores and in the event of his rejection the contractor shall be charged for the said Stores at a rate as fixed by the Accepting Officer. The Contractor shall not be entitled to any claim whatsoever on this account.

Tools and Plants on site:

All tools, plants and equipment brought to the site shall become the property of B.H.E.L and shall not be removed from the site without the prior written approval of the Engineer-in-charge when the work is finally completed or the Contract is determined for reasons other than the default of the Contractor he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by B.H.E.L) and upon such removal, the same shall in, and become the property of the Contractor.

Precaution Against risks:

The Contractor shall be responsible for providing at his own expense, for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose until the works have been handed over complete in all respect of the Engineer-in-charge.

The Contractor shall be responsible for the protection of the site, the work, the materials, tools, plants, equipment and anything else lying on the Site during the progress of the work. He shall be solely responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching, all places on or about the work and the Site which may be dangerous to any person whomsoever.

Setting out of the Works and Protective and Maintaining Signals and Works:

The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the work. The Contractor shall at his own expense set accurately according to the drawings and figured dimension thereon, all the work comprised in the contract and any extras or additions there-to and shall be solely responsible for their being so set out and executed. All bench marks, pegs, signals on the surface, alignment stones, milestones and all similar marks whether put in by B.H.E.L Authorities for the purpose of checking the

Contractor's work or in the nature of permanent survey marks will during the tenure of the contract, be under the care of the Contractor who shall, at his own expense, take, all proper and reasonable precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever, the same may, if deemed necessary, be replaced by the Engineer-in-charge at the Contractor's expense and the cost thereof deducted from any money then or thereafter becoming due to the Contractor.

Where requested by the Contractor, the level marks, center line and chainage pegs corresponding to those shown on the Drawing will be pointed out to the Contractor on the ground but all bench marks or chainage pegs additional to those shown on the Drawing will be set out by BHEL authorities.

Site Drainage:

All water that may accumulate on the site during the progress of the work or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractor's expense.

Excavations, Relics Etc.

Material of any kind obtained from excavation on the site shall remain the property of BHEL and shall be disposed of as Engineer-in-Charge directs.

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics, antiques and other similar items which may be found in or upon the site shall be the property of Bharat Heavy Electricals Limited and the Contractor shall duly preserve the same to the satisfaction of the BHEL and shall from time to time deliver the same to such person or persons as the B.H.E.L may appoint to receive the same.

Foundations

The Contractor shall not lay any foundations until the excavations for the same have been examined and approved in writing by the Engineer-in-charge.

Covering-in Work

The Contractor shall give reasonable notice in writing to the Engineer-in-charge whenever any work is to be permanently covered up or concealed, whether by earth or other means so that it can finally be inspected or measured if necessary. In default of so doing, the Contractor shall, if required by the Engineer-in-charge uncover such work at his own expense.

Approval of works by Stages:

All work embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer-in-charge when each stage is ready. In default of such notice being received, the Engineer-in-charge shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-charge thereon shall be final and conclusive.

Execution of the Work:

The work shall be executed in a workman-like manner and to the satisfaction in all respects of the Engineer-in-charge.

The Engineer-in-charge will communicate or confirm his instructions to the Contractor in respect of the execution of the Work in a “Work Site Order Book” maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order or notices in writing within the intent and meaning of these conditions.

Day Work:

No day-work shall be performed without the prior written instructions of the Accepting Officer.

The Contractor shall give to the Engineer-in-charge reasonable notice of the start of any work ordered to be executed by day-work and shall deliver to the Engineer-in-charge within two days of the end of each pay week a return in duplicate giving full detailed accounts of labor and materials for that pay-week. One copy of each of these returns, if found correct, will be certified by the Engineer-in-charge and returned to the contractor and must be produced at the time of adjustment of accounts.

An invoice in duplicate signed by the Contractor or his agent shall be sent with each delivery of materials for day-work and the Contractor will be furnished with a receipt signed by the Engineer-in-charge specifying the description, quantities weight or measurement (as the case may be) of the articles approved, reference will be made in this receipt in the return aforesaid and the Contractor's Bill.

In the case of Lumpsum Contracts, the rates to be charged and the percentage addition for profit and establishment charges, etc., will be agreed upon between the Accepting Officer and the Contractor prior to the execution of the work.

Inspection of the Work:

B.H.E.L Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination. Should Engineer-in-charge consider, at any time during the expiry of the maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect) whereof the decision of the Engineer-in-charge shall be final and conclusive the Contractor shall on demand in writing from the Engineer-in-charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may be required at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge may carry out the work by other means at the risk and expense in all respects of the Contractor. However, the liability of the Contractor under this condition shall not extend beyond the maintenance period except as regards workmanship which the Engineer-in-charge shall have previously given notice to the Contractor to rectify.

Responsibility for Building:

In the event of any building or part of any building being handed over to the Contractor for the execution of work thereto under the provisions of the Contract, he shall give a written receipt for all fixtures, glass etc. and he shall be required to make good at his own expense all damages resulting from any cause whatsoever while in his charge and on completion of the work to deliver the said building or part thereof in a clean state complete in every particular to the entire satisfaction of the Engineer-in-charge.

Damage and loss to private property and injury to workmen

The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-charge and pay compensation for any injury, loss or damage occasioned to any property or rights whatever including property and rights of **B.H.E.L**, (or agents, servants or employees of **B.H.E.L**) the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify **B.H.E.L**, against all claims enforceable against **B.H.E.L**, or any agent, servant, or employee of **B.H.E.L** a private person, in respect of any such injury (including injury resulting in death loss or damage to any person) whosoever or property, including all claims which may arise under the workmen's Compensation Act or otherwise, or which would be enforceable against **B.H.E.L**.

Completion

The works shall be completed to the entire satisfaction of the Engineer-in-charge and in accordance with the Contractor's forecast of Time and Progress where operative, and all unused stores and materials, tools, plants, equipment, temporary buildings and things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer-in-charge at the Contractor's expense and/or before the Scheduled date of completion.

The **B.H.E.L** shall have power to take over from the Contractor from time to time each sections of the work as have been completed to the satisfaction of the Engineer-in-charge.

In case the Contractor fails to remove any of his properties, assets or fails to clear the rubbish and waste materials within 30 days of the completion of the contract, it is lawful for the contractee, that is BHEL to take such action as it deems fit to clear dispose of such properties, assets or such waste materials and charge the contractor any expenses incurred thereon.

The Engineer-in-charge shall certify to the Contractor the date on which the work is completed and the state thereof.

The Engineer-in-charge shall also certify to the Contractor the state of the work at the end of maintenance period, where applicable.

Compensation for Delay:

If the contractor fails to maintain the required progress in time as per individual sub work orders or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the **B.H.E.L** on account of such breach, pay as agreed compensation an amount calculated as stipulated below on the contract value of the work

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for every week that the progress remains in time as per the individual sub work orders or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose, the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a. Completion period (as originally-stipulated) -- at 1 percent per week not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- at $\frac{1}{2}$ percent per week exceeding 6 months.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given:

- a. Completion period (as originally-stipulated) -- 10 percent. not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- $7\frac{1}{2}$ percent. exceeding 6 months

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the B.H.E.L.

Special Powers of Determination

If at any time after the acceptance of the tender B.H.E.L shall for any reason whatsoever not require the whole or any part of the work, to be carried out the project Manager/Engineer shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

He shall be paid at Contract rates, for the full amount of the work executed including such additional works, e.g. clearing of site, etc., as may be rendered necessary by the said fore closing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labor and materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the Contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions, involving any curtailment of the work as originally contemplated.

Records and Measurements:

All items having a financial value shall be entered in the B.H.E.L Measurement Book/ eMbook so that a complete record is obtained of all works performed under the Contract.

Work carried out for agreed lumpsum will be described and similarly recorded.

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Lumpsum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of B.H.E.L under the contract.

Work which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorized on the part of the BHEL and by the Contractor.

The Engineer-in-charge shall give reasonable notice in writing to the Contractor of appointment for measurement.

The Contractor shall, without extra charge, provide assistance with appliance and other things necessary for measurement.

The Contractor shall bear all the cost of measurement of his work.

Measurement shall be entered in the B.H.E.L Measurement Book and signed and dated by both parties each day at the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the B.H.E.L a note to that effect will be made in the BHEL Measurement Book or against the item or items objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement.

If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part, the expense of such re- measurement shall be borne by the party requiring the measurement.

Measurement to be re-taken, provided that a net error is found by this remeasurement to amount to less than 5% (five percent) of the value as recorded by the first measurement. But, where the net errors amount to 5% and over of the said value, then the cost is to be borne by the other party. In any case, if the net value of errors found exceeds Rs. 500/- the expense of re-measurement is to be borne by the other party. If the Contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case these measurements shall be accepted by the Contractor as final.

The contractor shall, once every month, submit to the Engineer-in-charge with a copy to the Civil Manager/Senior Engineer details of his claims for the work done by him up to and including the previous month which are not covered by his Contract Agreement in any of the following respects;

- a. Deviation from the items and Specifications provided in the contract documents.
- b. Extra Items/New Items of work
- c. Quantities in excess of those provided in the contract schedule.
- d. Items in respect of which rates have not been settled. He should, in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claim and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with

the procedure set forth in the schedule of rates specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specification, measurements shall be taken in accordance with relevant standard method of measurement issued by the Indian Standard Institution or as per standard engineering practice.

Valuation of Deviations:

Rates for deviated items of work will be fixed as follows: -

1. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractor's Schedule but is covered by B.H.E.L Schedule of rates the rate payable for such a fresh item will be derived from B.H.E.L Schedule by the method of proportion as follows:

a. In the same proportion to rate in B.H.E.L Schedule of Rates as the tendered rate for the nearest analogous item of work in Contractor's schedule bears to rate for the particular analogous item of work in B.H.E.L Schedule of rates.

b. If a single appropriate analogous item of work is not available in both Schedule (Contractor's and B.H.E.L Schedule) then the method of proportion will be applied to the nearest analogous group of items available in both the Schedules referred to i.e. in the same proportion as the total tendered cost of that particular group of items (the sum of the products of the tendered rates and the quantities for which orders are placed bears to the total cost of the same items and quantities at the B.H.E.L Schedule of Rates.

c. If even an appropriate analogous group of items is not available in Contractor's Schedule and B.H.E.L Schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the Schedules and for which orders have been placed on the contractor, i.e., in the same proportion as the total cost of all these items of work (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and qualities at the B.H.E.L Schedule of Rates.

II. If any work not covered by any of the foregoing is ordered on the Contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties.

The selection of analogous items or analogous group of items referred to above shall be done by the Engineer-in-charge. Where the rates for deviated items or new items of work can be derived by the selection of different analogous items or analogous group of items, the lowest of all such derived rates shall be taken as the correct rate.

In the case of the contracts for which the Engineer-in-charge is the Accepting Officer, all disputes regarding the settlement of rates of deviated or new items or work shall be referred to the Deputy Manager/Manager whose decision shall be final and conclusive as the case may be.

Advances on Account:

No payment shall be made for work estimated to cost less than Rupees **FIVE THOUSAND** till the whole of the work shall have been completed and a certificate of completion given by the Competent Authority.

In the case of work estimated to cost more than Rupees **FIVE THOUSAND** the contractor may at intervals of not less than one month or as otherwise provided for in the Contract Documents, counting from the date on which order to commence work is given by Engineer-in-charge submit claims on B.H.E.L forms for payment of advances on account of work done and of materials delivered in connection with the Contract.

The contractor shall be paid in respect of such claims to the extent approved and passed by the Engineer-in-charge subject a maximum of 90% of the value of the work actually executed to the satisfaction of the Engineer-in-charge. The certificate of the Engineer-in-charge regarding such approval and passing of the sums so payable shall be final and conclusive against the Contractor.

“After the full amount of Security Deposit is made up through the 10% deduction from On account” bills, 100% payment of all subsequent bills may be made to the Contractor.

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with the Contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes, but which have not at the time of payment of the advance been incorporated in the work on furnishing a formal hypothecation deed. Payment of such advances, however, shall be purely at the discretion of the Deputy Manager/Senior Engineer provided always that payments shall not be made under these periodical certificates in respect of perishable materials like lime, cement, timber, sand, kankar, etc., Any sums/due from the Contractor on account of Tools and Plant, Stores or any other items provided by B.H.E.L shall be deducted from the respective advances, the Engineer-in-charge shall from time to time certify the sums payable to the contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate and no certificate of the Engineer-in-charge supporting an advance payment shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. All such intermediate payments shall be regarded as advances against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim whatsoever.

Such intermediate payment shall not conclude, determine or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the contract.

Final Bill

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on

CONTRACTOR

account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid.
No charge shall be allowed to the Contractor on account of the preparation of the final bill.

Payment of Bills

All payment to be made to the Contractor under this contract shall be only through EFT (Electronic Fund Transfer)

Recovery from Contractor:

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

Post Technical Audit of Work and Bills:

BHEL reserves the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the preceding sub-paragraphs provided however that no such recovery shall be enforced after three years of passing the final bill

SPECIAL CONDITIONS OF CONTRACT

STRUCTURAL STEEL WORKS

1. The contractor will be required to submit the necessary test certificates for the materials so supplied for use on this work.
2. Based on the detailed shop Drawings approved by the BHEL the Contractor shall prepare at his cost, the Drawing Office Dispatch Lists (abbreviated as D.O.D.L.'s) and get them approved by BHEL. These shall contain the drawing number, the designation of items, number of pieces, based on the section weights as adopted for supply of raw materials without deduction for bolt holes and skew cuts. The DOD Lists shall form the basis for payment.
3. a) Fabrication shall generally be in accordance with IS 800 (latest issue) entitled "Code of practice for use of structural steel in general building constructions". Welding shall be in accordance with IS 816 entitled "Code of practice for use of metal arc welding for general construction in mild steel". The contractor shall provide necessary splicing as approved by the Engineer-in-charge, to suit the available lengths of raw steel, and no extra amount shall be paid on this account. Any specifications not covered by the Relevant Indian Standard Codes of practice shall be in accordance with the relevant BS or in its absence in accordance with the well-established standard Engineering practice to be acceptable to BHEL.
b) Under the contract, where site fabrication is to be adopted, a suitable site near and inside the factory premises will be made available by BHEL at free of ground rent. The Contractor shall provide all plant and equipment, tools covered sheds and other facilities required for site fabrication work at his own cost.
4. All fabricated steel work shall be given one coat of Red Oxide / Zinc Chromate primer conforming to Relevant IS code and shall be match marked suitably to facilitate their erection in position without any difficulty.
5. Normally no night work will be permitted. But in case of emergency and urgent in nature where night work is warranted, the Contractor shall arrange for night works providing all facilities including illumination at his own cost, after obtaining written permission from Engineer-in-charge under intimation to Security and Safety Departments.
6. The contractor shall submit schedules showing the program and order in which the Contractor proposes to carry out the fabrication and erection works with dates and estimated completion times for various portions of the work. Such schedules shall be approved by the Engineer-in-charge prior to the starting of the relevant works.
7. BHEL would expect the contractor to take up simultaneously wherever possible both fabrication and erection of structures especially where a good deal of assembly work, which is in fact a continuation of the fabrication work, is required to be done at site. The painting and cloaking items of works, wherever possible, should be done simultaneously to save time. The Contractor may with the prior approval of BHEL sublet the work. The main contractor shall however, be responsible for all works executed on his behalf by the sub-contractors.

8. SETTING OUT AND ERECTING OF STEEL WORK:

- a) Erection of steel work shall generally be in accordance with the provision of IS 800 (Code of practice for use of structural steel in General Constructions).

b) Site assembly of members on the ground by bolting or otherwise as specified in shall be inspected thoroughly by the Engineer-in-charge, or his authorized representative and approved before erection.

c) All equipment, facilities and consumables for site fabrication as well as erection plant requirement, etc., such as derricks, cranes, lifting tackles, wire ropes, chain pulley blocks, jacks, winches etc. as necessary shall be arranged for by the Contractor at his own cost. Care shall be taken to see that all equipment, tools and tackles and wire ropes etc. in use are always in good working conditions and fit for use. For all the tools and plants periodical calibration certificate from approved agency should be obtained. **The above lists should be enclosed along with the tender.**

d) Frames shall be lifted at such points that they will not buckle or deform. Trusses shall be lifted only at nodes. Temporary bracing shall, if required, be provided at no extra cost, to relieve erection stresses.

e) In the case of trusses and similar roof structures all or at least a majority of the purlins and wind bracings, shall be erected side by side with the erection of these structures. Columns shall be erected true to plumb, (no screed bars provided and fixed by the Contractor over the prepared pedestals), true to center line, level and gauge of traveling cranes. Alignment of the columns, crane girders and rails shall be done very carefully using high precision survey instruments and necessary adjustments made to suit actual requirements. **A list of survey instruments proposed to be used shall be furnished in the tender.**

f) All damages to the steel work caused during the transit or otherwise shall be made good to the full satisfaction of BHEL at Contractor's own cost, before erection.

g) It shall be the sole responsibility of the Contractor to ensure accuracy of level, plumb, span and alignment of steel work before erection of other components.

9. PAINTING AFTER ERECTION:

a) All steel work shall be given two coats of approved brands of first quality synthetic enamel ready mixed paint / epoxy paint as the case may be. (over the priming coat already provided). The shade, make, quality and other particulars of the paint proposed to be used, shall be subject to prior approval by BHEL.

10. TIME ALLOWED (Period of Contract)

The works under each sub work order should be completed on or before the scheduled delivery date mentioned in each sub work order failing which necessary action will be taken as per the Tender Conditions.

11. The contractor will have to provide and fix the necessary screed bars etc. at his own cost in proper line, level and position to facilitate the erection work. Further, the contractor should lay and maintain necessary temporary approaches within his working areas at his own cost to facilitate his work and for easy movement of vehicles, cranes etc. deployed on the work. Only reasonable areas will be provided by BHEL.

12. Till the expiry of the maintenance period of Six Months after the completion of the entire contract work and handing over to BHEL, the contractor should engage equipment and staff if required and should carry out the maintenance works with the least possible interference to the routine works of the new shop. Till the expiry of the maintenance period the contractor shall be responsible for all damages occurring due to any fault on his part or on the part of his workmen, or other agencies engaged by him

13. BHEL shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be acceptance of any work not in accordance with the contract.

14. The contractor shall observe all safety regulations and take necessary safety precautions as called for under the Factories Act or other relevant statute as applicable including the use of safety boots, safety belts, helmets and other equipment and accessories for ensuring safe execution of the contract and freedom from accidents.

15. The Contractor should co-operate with other contractors who may be executing their work in the same area in order to facilitate efficient execution of the entire project work in this area.

16. The Guarantee / Warranty period for this contract shall be SIX MONTHS from the date of completion of the entire work and handing over to BHEL. During this period, the successful tenderer shall be done the reworks on his own expense for replacement or repair of all defects arising out of faulty materials and/or workmanship.

17. Further particulars relating to design, fabrication and clarifications, if any, may be obtained on reference to HOD / Civil Maintenance Dept. PPPU, BHEL, Thirumayam

18. The contractor shall engage a level-II NDT Inspector for inspection of NDT works.

19. Inspection will be done by BHEL Staff/Agencies appointed by BHEL for the works covered in the tender.

20. Painting, DFT of primer should be 25 microns.

21. Finish coat Painting, DFT 20 micron for each coat. Paint shall be of first quality product and of approved brand.

22. Pre heating and post heating required shall be as per AWS (latest).

23. Welder qualification is to be done before commencement of the work and approved & qualified welder only shall be engaged in work. Necessary testing charges shall be borne by the contractor.

24. For the supply of material, the manufacturer's test certificate is to be produced.

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GENERAL QUALITY CONTROL PROCEDURE FOR STRUCTURAL STEEL WORKS

The following quality standards are required to be maintained in all the structural steel fabrication components.

1. All the raw materials will be generally conforming to IS 2062-1999 or equivalent.
2. The welding electrodes shall be kept in oven only.
 - a. Submerged Arc welding has to be done for crane girder flange to web joints and built up column as per the details given in the approved drawings.
 - b. E7018 Welding electrode rods shall be used where the thickness of plates is 20mm and more and as specified in the drawings issued.
 - c. All the other weld in crane girder and butt welds in columns and beams shall be done with E 7018 welding electrodes.
 - d. All the welds in Nodal points of trusses and lattice girders shall be done with E 7018 welding electrodes.
3. Pre heating shall be done for plates having thickness 25mm & more and the temperature shall be maintained by checking with thermal chalk, as per quality standards.
4. All erection welding, of any component shall be done using E 7018 Welding Electrode.
5. 100% visual check shall be carried out for raw materials and welding on all components and the welding areas during inspection, to be tested for LPI / MPI / UT / Radiography / PWHT as provided in the Quality Control Procedure.
6. Base plate to column shall be perfectly checked for perpendicularity.
7. All the components shall be checked for dimension at fit-up stage itself before the commencement of welding operation.
8. Contractor shall buy & use Black Hex. bolts and nuts as per IS Specifications as detailed below for fabrication & erection of steel structures.
 - a. Black Hex Bolts IS 1363 - 1984 Part – I (Class 5.6/5.8)
 - b. Black Hex Nuts IS 1363 - 1984 Part - III
 - c. Plain MS washer IS 2016 - 1975
 - d. Taper washer for beams IS 5274 - 1975
 - e. Taper washer for channel IS 5372 - 1975
 - f. Spring washer IS 3063 - 1964
9. Contractor shall buy & use the following welding consumables as detailed below:

a)	SMAW	Electrodes	Manufacturer
	No.		
1.	E 6013 & E 7018	D & H Secheron	
2.	E 6013 & E 7018	ESAB India Ltd.	
3.	E 6013 & E 7018	Modi Arc Electrode Co.	
4.	E 6013 & E 7018	D & H Welding Electrode (I) Ltd.	
5.	E 6013 & E 7018	MantekElectrods (P) Ltd.	
6.	E 6013 & E 7018	Ador Welding Ltd.	
7.	E 6013 & E 7018	Varun Electrodes Pvt. Ltd.	

b) SAW Wire

Sl.No.	Brand	Manufacturer
1.	AUTO melt Grade A	Ador Welding
2.	Mantek Grade A	Mantek Wires
3.	Metaspool S1 dia. 4mm	Precision Wires
4.	OK Aut Rod 12.08 L	ESAB India Ltd.

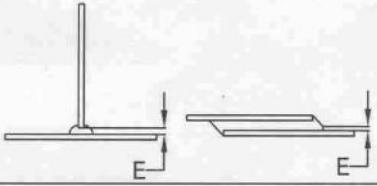
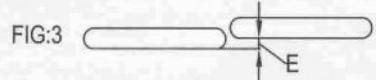
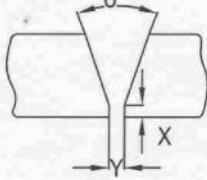
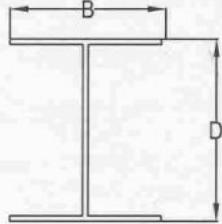
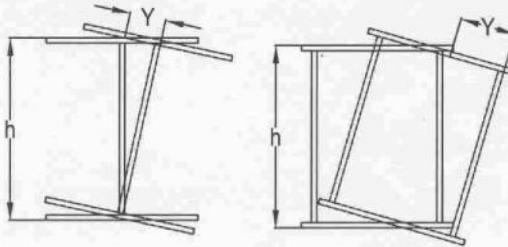
c) Flux

Sl.No.	Brand	Manufacturer
1.	Super S41	Super Elec Inds
2.	Mantek 22	Mantek Welded Flux Co.
3.	RMH Auto Weld Grade 1	RMH Chemicals
4.	SWP 40 T	Super Weld Prod

d) GMAW (CO2)

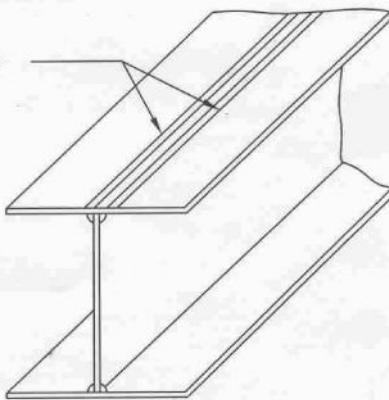
Electrode	Brand	Manufacturer
ER70S-6 Co2 WIRE	Automig-1	Ador Welding Ltd.
ER70S-6 Co2 WIRE	Esab MW1	Esab India Ltd., Chennai
ER70S-6 Co2 WIRE	MantekMig	MantekWiress
ER70S-6 Co2 WIRE	Nouvarc	Nouveau Industries (P) Ltd., Kangayam
ER70S-6 Co2 WIRE	Autofil-6	Voltrac Electrode Pvt. Ltd., Tirupathi.
ER70S-6 Co2 WIRE	Prima Mig/Mag	Varun Electrodes Pvt. Ltd., Panipat.

10. Rolled steel sections of depth greater than 450mm need to be visually checked for lamination before the process of fabrication. The doubtful area to be tested for LPI and if lamination is found UT Test to be carried-out.
11. The welding code of practice, procedures, specifications for electrodes / consumables etc., for manual welding and auto welding shall conform to AWS D1.1/D1.1M:2006 (Latest) and as per the QCP issued by BHEL component-wise.
12. All the fabrication and erection works shall have to be executed as per the QCP approved by BHEL.
13. All the fabrication and erection works will be inspected for Quality Control by a third party inspection agency as fixed by BHEL.

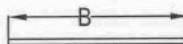
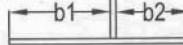
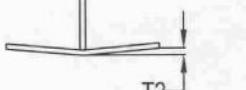
DESIGNATION	DETAIL OF SKETCH	PERMISSIBLE DEVIATION
FILLET WELD FIT UP	FIG:2 	MAX.LOCALISED GAP = 1.5mm
BUTT WELD	FIG:3 	CUT OF ALIGNMENT = 3 mm MAX
FIT UP	FIG:4 	FOR ,X ,Y, θ REFER =1.2 &3 OF CL 7:4:3
SECTION SIZE	FIG:5 	D: UPTO 1M : \pm 3mm 1M TO 2M : \pm 4.5mm OVER 2M : + 7.5 mm - 4.5mm B: \pm 3mm
TWIST ON SECTION (Y)		$Y=0.005h$ 10 mm MAX

LINE OF FLAME HEATING

FIG:1



CORRECTION OF FLANGE WARPAGE

DESIGNATION	DETAIL OF SKETCH	PERMISSIBLE DEVIATION
WEB SHIFT	 FIG:2 	$\frac{b_1 - b_2}{2} = 2\text{mm}$
FLANGE WARPAGE	 FIG:3 	$T_1 + T_2 = \frac{B}{100}$ OR 6MM

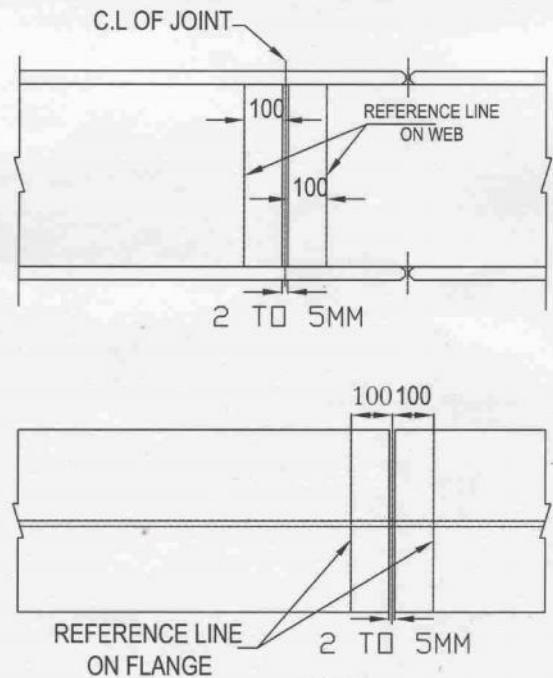
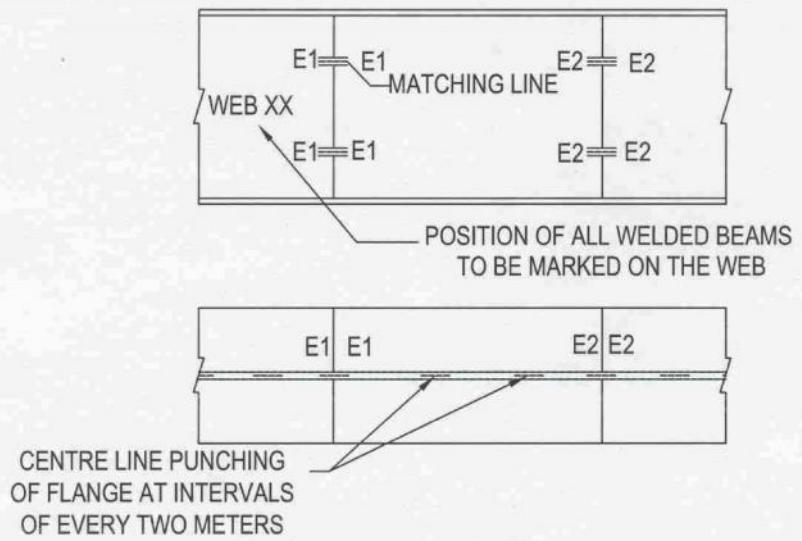
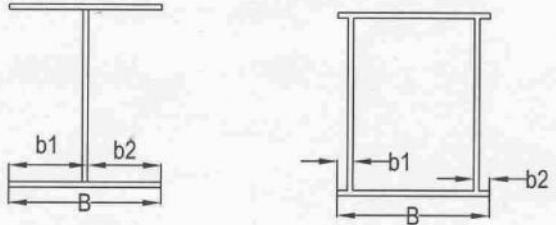
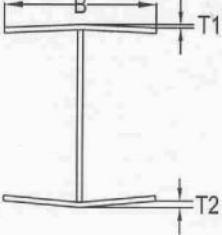
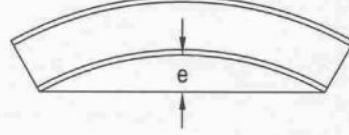
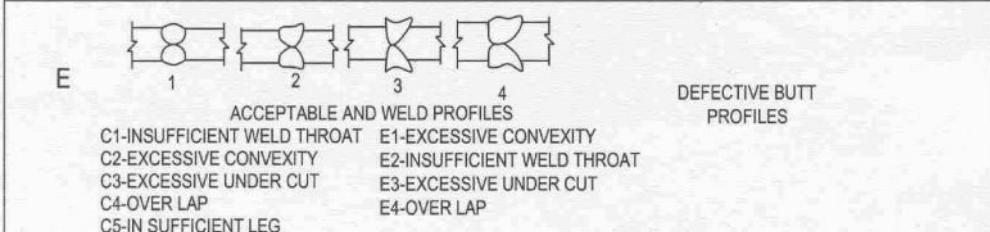
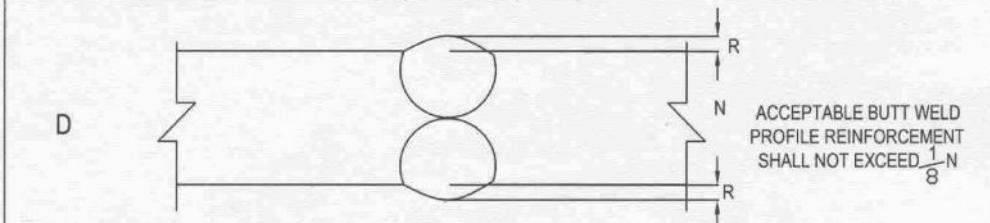
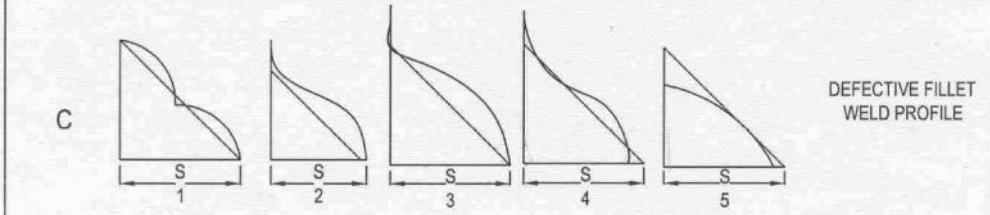
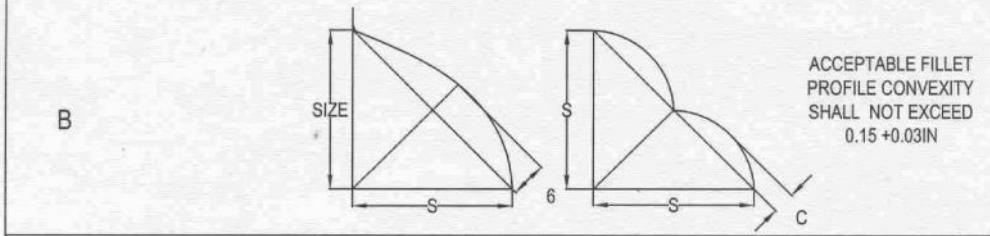
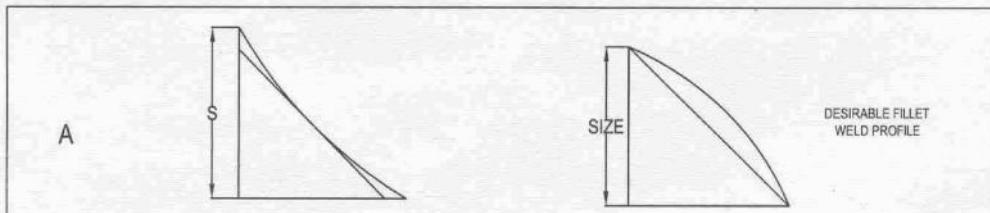


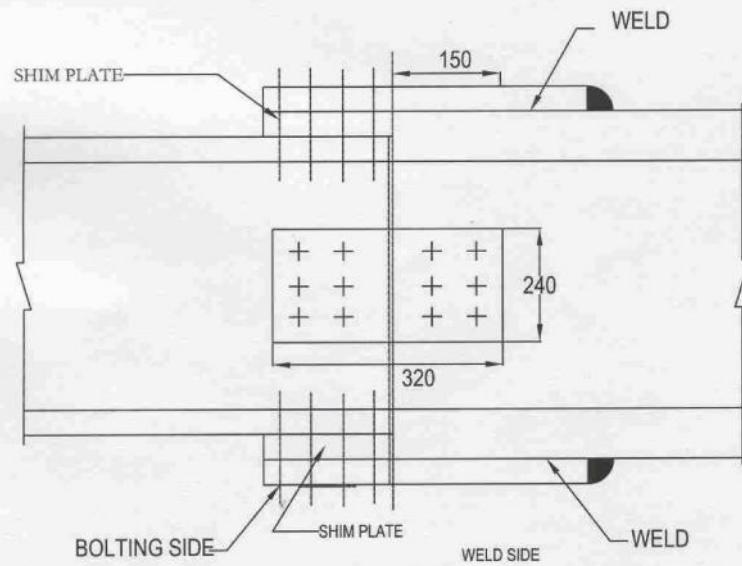
FIG:4

FIG:5 MATCH MARKING [GIRDER-5]

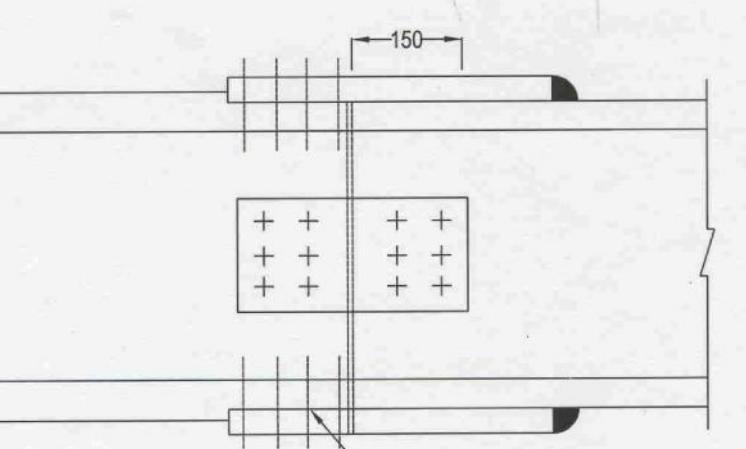


DESIGNATION	DETAIL OF SKETCH	PERMISSIBLE DEVIATION
WEB SHIFT	<p>FIGURE-7</p> 	$\frac{b_1 - b_2}{2} = 2\text{mm MAX}$
FLANGE WARPAGE	<p>FIGURE-8</p> 	$T_1 + T_2 = \frac{B}{100} \text{ OR } 6\text{MM}$
CAMBER	<p>FIGURE-9</p> 	$E = 1/1000 \times \text{length}$ <p>SUBJECT TO MAX] OF 10mm.</p>





WHEN BOLTING SIDE IS OF
LOWER SECTION USE SHIMS



BOLTED TYPE COLUMNS
(W.F SECTION)

GENERAL AND SPECIAL SPECIFICATIONS

1. Site Clearance All the area upon which the construction is to be carried out and areas which are required by the Contractor for his construction facilities are to be cleared off all rubbish and objectionable matter at Contractor's own cost. Trees, if any, shall not be uprooted or cut without the prior approval of the Engineer-in-charge. All spoils, unserviceable materials and rubbish shall be burnt or removed from site. Usable materials, saleable timber, fire-wood etc., shall be stocked properly at work site in the manner as directed by the Engineer-in-charge. The cost of clearing the areas shall be deemed to have been included by the tenderer in his general rate.

2. Earthwork for Foundations Earthwork excavation for foundations and filling in foundations shall conform to TNBP 23 and 24. The area to be excavated or filled in with excavated materials shall be clearly demarcated in the field by the Contractor. Excavation shall be done to lines and levels defined. Excavation shall be carried out to such widths, lengths, depths, profiles and grades as shown in the drawing or as may be specified by the Engineer – in – charge. Rough Excavation may be carried out up to a depth 15 cm less than the final level but the balance shall be excavated to precise level with special care. All soft pockets of soil met with even below the final level shall be removed and the excavation filled up as directed by Engineer-in-charge. The methods of excavation shall in every case be subject to the approval of the Engineer-in-charge and the contractor shall ensure the safety and stability of the excavations, being executed by him as well adjacent buildings, structures, services and other works in the vicinity of the site of work. Wherever necessary Engineer-in-charge may direct that the sides of the excavation should be timbered and shored at the contractor's own cost, adopting a proper method approved by the Engineer-in-charge. Notwithstanding the above, should any slip occur, the contractor shall remove all the slipped materials from the excavated pit, at his own cost. He shall also make good at his own all damages caused to the work as well as adjacent buildings, structures etc., as a result of the slip, referred to. All excavation work shall be subject to inspection and approved by the Engineer-in-charge before any further works in the excavated areas allowed to commence. Should any excavation be carried out beyond the specified depth, the contractor should fill it up at his own cost with the same type and class of material as it is proposed to be laid over the excavated portion. No payment will however be made to the contractor on his account. The contractor shall ensure that the excavations and the structures under construction are kept free from water logging at all stages of construction. He shall take all necessary precautions and 'streams, aquifers, springs, surface flows etc., are excluded effectively so as to ensure that the works are carried out in a reasonable dry conditions in accordance with the construction schedule. Back filling around the foundations, trenches, plinth and under the floor shall be done in accordance with TNBP 24 and 25. The finished level of the plinth filling shall be trimmed to the slope required to be given to the finished floor. Back filling, watering and consolidation of excavated earth in layers etc., complete as per specifications shall be done unless otherwise stipulated in the tender schedule.

a. Removal of Hard rock by Blasting This shall include all rock occurring in large masses which cannot be removed except by blasting. Blasting shall be done in conformity with TNBP 19 & 23 and as instructed by the Engineer-in-charge. When rock blasting has to be done adjacent to structures, the following precautions shall be observed. (1) All blasting should be completely muffled to prevent damage by flying pieces.

(1) Blasting within 3 meters of the structures shall be avoided

(2) No blasting should be done within 1.5 meters of concrete / masonry structures.

(3) An isolated boulder extending under the existing structure but projecting within the area of blasting should be blasted.

(4) The contractor shall be responsible for all damages caused by blasting and shall replace or repair the damaged structures at his own cost.