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TENDER SPECIFICATIONS

TENDER NO. BHEL:NR(SCT): ALDHPL:HTG:351

FOR

WORK OF MATERIALS HANDLING OF ALL ITEMS AND ERECTION, TESTING, COMMISSIONING, TRIAL OPERATIONS & HANDING OVER OF PELTON TURBINES, GENERATORS AND THEIR AUXILIARIES, EXCITATION SYSTEMS & FIRST STAGE EMBEDMENT ETC FOR 2 X 96 MW ALLAIN DUHANGAN HEP, DISTT. KULLU(HP).

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**



ISO 9001-2000, ISO
14001 and OHSAS
18001 certified
company
SubContract and
Purchase Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2515476 / 2515464 / 2515479
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Email: sku@bhelpsnr.co.in / msd@bhelpsnr.co.in

TENDER NO. BHEL:NR(SCT): ALDHPL:HTG:351

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Work of materials Handling of all items **and** erection, testing, commissioning, trial operations & handing over of Pelton Turbines, Generators and their auxiliaries, Excitation systems & first stage embedment etc for **2 x 96 MW ALLAIN DUHANGAN HEP, Distt. Kullu(HP)**”.

TENDER NO. BHEL:NR(SCT): ALDHPL:HTG:351

QUALIFYING REQUIREMENTS:

- (i) “Tenderers who wish to participate should have completed erection, testing & commissioning work of at least two Hydro Turbine Generator sets of 25 MW or higher rating in the last five years. Party should also have an average annual turnover of minimum of Rupees 90 Lacs (Rupees Ninety Lacs only) during preceding three years(2002-03, 2003-04, and 2004-05).”
- (ii) “Bidders selection is subject to approval of BHEL’s customer for this work .

NOTES:

- (i) The Tender Documents comprise of following;
 - (a) General Conditions of Contract(GCC), Special Conditions of Contract(SCC), Tender Notice, Project Synopsis, **Rate Schedule** etc —**This folder**
 - (b) Detail of weights —**Folder Attached**
 - (c) Annexure for Billing Break up--- **Folder Attached**

- (ii) Tender Documents with complete details are hosted on BHEL's web page www.bhel.com. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 08.09.2006** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iii) Tenders must be submitted to the undersigned (Room No. 104) at the address given above **latest by 08.09.2006** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 08.09.2006**. Tenders received after the due date & time shall be liable to be summarily rejected.
- (iv) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited 'One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (v) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Unsolicited rebate/discount shall not be accepted after bid opening.
- (x) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

AGM/SCP



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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 08.09.2006
DATE OF OPENING : 08.09.2006

NIT NO. / NAME OF WORK
<p>TENDER NO. BHEL:NR(SCT): ALDHPL:HTG:351</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Work of materials Handling of all items and erection, testing, commissioning, trial operations & handing over of Pelton Turbines, Generators and their auxiliaries, Excitation systems & first stage embedment etc for 2 x 96 MW ALLAIN DUHANGAN HEP, Distt. Kullu(HP)”.</p>

NOTES:-

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.
3. Earnest Money Deposit (EMD): Refundable, Non - interest bearing **EMD of Rs. 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of “ Bharat Heavy Electricals Limited” payable at Delhi/NOIDA . Those bidders who have already deposited ‘ One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.

AGM/SCP

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(A Govt. Of India Undertaking)
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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II ,Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

Project Synopsis

2 X 96 MW ALLAIN DUHANGAN HYDRO POWER PROJECT

M/S AD Hydro Power Limited (M/S ADHPL) has awarded a contract to BHEL for supply, transportation, storage and material handling at site, erection and commissioning of 2 x 96 MW Pelton turbines, generators, along with auxiliaries on a lump sum basis.

On the part of BHEL it has to create its own storage, residential and office facility at site. has to give leveled and compacted land and BHEL shall have to develop it for construction of Office/ Stores complex.

Allain Duhangan Hydro Electric Power Project is an underground Power House on streams Allain and Duhangan and is situated at Prini near Manali Town in Kullu District of Himachal Pradesh and is located about 310 Kms from Chandigarh and is about 60 Kms from Bhunter airport.

SECTION- I

GENERAL INSTRUCTIONS TO TENDERERS

- 1 This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) superscribing the name of work as given in the tender notice.
- 2 The tender shall be addressed to : OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED/ COURIER POST** " and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
- 4 Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 5 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall atonce contact the authority inviting the tender for clarification before the submission of the tender.
- 6 Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
- 7 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 8 The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
- 9 All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 10 **QUALIFICATIONS OF TENDERERS** : Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to

quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

- 11 **DATA TO BE ENCLOSED** : Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.
 - 11.1 **FINANCIAL STATUS** : Financial viability as per proforma enclosed at **ANNEXURE-`A`**
 - 11.2 **INCOME TAX CERTIFICATES** : A Certificate of Income tax clearance from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
 - 11.3 **PREVIOUS EXPERIENCE** : A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at **ANNEXURE-B**.
 - 11.4 **ORGANISATION CHART** : The organisation pattern that are totally available with him and that will be employed by the tenderer for this work in the form of monthwise and categorywise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per proforma enclosed at **ANNEXURE-`C`**.
 - 11.5 An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
 - 11.6 **IN CASE OF AN INDIVIDUAL** : His full name, experience, address and nature of business.
OR
IN CASE OF PARTNERSHIP FIRMS : The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.
OR
IN CASE OF COMPANIES : Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
 - 11.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the tenderer is having and those that will be deployed on this job as per proforma enclosed at **ANNEXURE-`D`**.
 - 11.8** Analysis of unit rate quoted as per proforma enclosed at **ANNEXURE-`E`**.
 - 11.9 Declaration sheet as per proforma enclosed at **ANNEXURE-`F`**.
 - 11.10 In addition to the above, the particulars required elsewhere in tender documents.

- 11.11 Checklist and schedule of general particulars duly filled in, signed and stamped as per ***ANNEXURE-`G'.***

NOTE : In terms of clauses 11.1 to 11.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

- 12 **EARNEST MONEY DEPOSIT** : Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

NOTE : Bank Guarantee, Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted.

- 12.1 ***Cash(As permissible under Income Tax Act)*** : The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed alongwith the tender.

- 12.2 Pay Order or Demand Draft in favour of Bharat Heavy Electricals Limited, Noida.

- 12.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.

- 12.4 The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.

- 12.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

- 12.6 BHEL reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,

(a). After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.

(b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.

- 12.7 EMD shall not carry any interest.

- 12.8 Tenderers, who so ever desires, may deposit one time Earnest Money Deposit of Rs. 2,00,000/- in cash(***As permissible under Income Tax Act***) /DD/pay order only with the cashier of BHEL. Tenderers who furnish one time EMD as above, will not be required to furnish EMD time and again alongwith their tenders submitted to BHEL/ PSNR. However they will be required to indicate the cash receipt No. and date of one time EMD in all their tenders.

- 13 **AUTHORISATION AND ATTESTATION** : Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant documents shall be submitted alongwith the tenders.

- 14 **VALIDITY OF OFFER :** *THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF SIX MONTHS FROM THE DATE OF OPENING OF TENDERS.* In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 15 **EXECUTION OF CONTRACT :** The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form as per **ANNEXURE-'I'** with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.
- 16 **SECURITY DEPOSIT :** Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.
- 16.1 The total amount of Security Deposit shall be as follows :
- (a) In case of work costing upto 10 lakhs : 10% of the contract value.
 - (b). In case of work costing above Rs 10 lakhs and upto Rs 50 lakhs : 1 Lakh + 7.5 % of the amount exceeding Rs. 10 Lakhs.
 - (c). In case of work costing more than Rs 50 lakhs : 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs.
- 16.2 The Security Deposit will be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms :-
- (a). The total Security Deposit as indicated in the Letter of Intent in **cash** (As permissible under Income Tax Act).
 - (b) Pay Order, Demand Draft in favour of BHEL.
 - c) Local cheques of scheduled banks, subject to realization.
 - d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
 - f) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
 - h) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 16.3 The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 16.4 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 16.5 The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be upto the period of completion of work as stipulated in the Letter of Intent + 1 month and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
- 16.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 16.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.8 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realised fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 16.9 BHEL reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 16.10 **RETURN OF SECURITY DEPOSIT :** If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.

NOTE : All the BGs are to be submitted as per BHEL/PSNR performa.

- 17 **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.
- 18 **REJECTION OF TENDER AND OTHER CONDITIONS :**
- 18.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

- (a) To reject any or all of the tenders.
 - (b) To split up the work amongst two or more Tenderers.
 - (c) To award the work in part.
 - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
- 18.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
 - 18.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
 - 18.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
 - 18.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
 - 18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
 - 18.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
 - 18.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
 - 18.9 **NO DEVIATIONS** to the tender conditions will normally be accepted. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the tenderer's offer.

SECTION - II

GENERAL TERMS AND CONDITIONS

- 19.0 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 19.1 **BHEL** (or B.H.E.Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 19.2 **'GENERAL MANAGER'** shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 19.3 **'ENGINEER' or 'ENGINEER-IN-CHARGE'** shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at Head Office.
- 19.4 **'SITE'** shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.
- 19.5 **'CLIENTS OF BHEL' or 'CUSTOMER'** shall mean the project authorities to whom BHEL is supplying the equipment.
- 19.6 **'CONTRACTOR'** shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 19.7 **'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.
- 19.8 **'GENERAL CONDITIONS OF CONTRACT'** shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.
- 19.9 **'TENDER SPECIFICATIONS'** shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specifications.
- 19.10 **'TENDER DOCUMENTS'** shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).

- 19.11 **'LETTER OF INTENT'** shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 19.12 **'COMPLETION TIME'** shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.
- 19.13 **'PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 19.14 **'EQUIPMENT'** shall mean all equipment, machineries, materials, structurals, electricals and other components of the plant covered by the Contract.
- 19.15 **'TESTS'** shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.
- 19.16 **'APPROVED', 'DIRECTED' or 'INSTRUCTED'** shall mean approved, directed or instructed by BHEL.
- 19.17 **'WORK' or 'CONTRACT WORK'** shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- 19.18 **'SINGULAR' and 'PLURAL'** etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of Individuals, whether incorporated or not.
- 19.19 **'HEADINGS'** The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 19.20 **'MONTH'** shall mean calendar month.
- 19.21 **"WRITING"** shall include any manuscript, type written or printed statement under the signature or seal as the case may be.
- 20 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:** The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Delhi/ New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

- 21 **ISSUE OF NOTICE** The Contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.
- 22 **USE OF LAND** No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.
- 23 **COMMENCEMENT AND COMPLETION OF WORK**
- 23.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
- 23.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 23.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 23.4 The transported equipment, erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.
- 24 **MEASUREMENT OF WORK AND MODE OF PAYMENT**
- 24.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.
- 24.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 24.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book and signed by both the parties.**
- 24.4 Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

- 24.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 24.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.
- 24.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- 24.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.
- 24.10 *Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.*
- 24.11 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.

25 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 25.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 25.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.

- 25.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :
- (a) Contractor's continued poor progress.
 - (b) Withdrawal from or abandonment of the work before completion of the work.
 - (c) Corrupt act of the contractor.
 - (d) Insolvency of the contractor.
 - (e) Persistent disregard of the instructions of BHEL.
 - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (g) Non-fulfillment of any contractual obligations.
- 25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling of **10% of the contract value**.
- 25.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 25.7 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
- 25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 25.10 While every endeavor will be made by BHEL to this end, BHEL can not guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

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

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- 26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 26.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 26.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 26.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/ customer.
- 26.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 26.6 While BHEL will pay the **inspection fees of the Boiler/ Electrical** Inspectorate, all other arrangements for the periodical visits of Boiler/ Electrical Inspector to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with his welder's qualification/ requalification tests etc.
- 26.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 26.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

- 26.10 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 26.11 All the properties/ equipment/ components of BHEL/ its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 26.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.
- 26.13 The contractor shall fully indemnify and keep indemnified BHEL/ its customer against all claims of whatever nature arising during the course of execution of this contract.
- 26.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 26.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
- 26.16 The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- 26.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.
- 26.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 26.20 ***No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.***

- 26.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.
- 26.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- 26.23 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 26.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 26.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

27 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

- 27.1 All safety rules and codes applied by BHEL and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 27.2 The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.
- (a) Safety Helmets conforming to IS-2925
 - (b) Safety Belts conforming to IS-3521
 - (c) Safety shoes conforming to IS-1989
 - (d) Eye & Face Protection devices conforming to IS-8520 and IS-8940

- (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- 27.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
- 27.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 27.5 The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 27.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- 27.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- 27.9 In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 27.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

- 27.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- 27.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.
- 27.13 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- 27.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 27.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 27.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 27.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.
- 27.18 Before commencing the work, the contractor shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- 27.19 If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

28.0 CONSEQUENCES OF CANCELLATION

- 28.1 Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which

shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

- 28.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

29.0 INSURANCE

- 29.1 BHEL / its customer shall arrange for insuring the materials / property of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- 29.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the contractor.
- 29.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 29.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the tractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.
- 29.5 If due to negligence/ carelessness on the part of the contractor, any material/ equipment gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 29.6 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.
- 29.7 The contractor may note that BHEL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/

negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time , BHEL will reserve the right to recover the loss from the contractor.

30.0 STRIKES AND LOCKOUTS

- 30.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- 30.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

31.0 FORCE MAJEURE

- 31.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- 31.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.
- 32.0 **GUARANTEE** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.
- 33.0 **ARBITRATION** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or

difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

--X--X--

ANNEXURE-A

FINANCIAL VIABILITY

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
3. Value of fixed Assets of the business in last three years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)
With Stamp

NOTE:

All the above documents should be duly certified by auditors/ Bank as may be applicable.

ANNEXURE - E

ANALYSIS OF UNIT RATE QUOTED

S.NO.	DESCRIPTION	PERCENTAGE OF THE UNIT RATE QUOTED	REMARKS
1.	Salary & wages for staff & workers		
2.	Consumables		
	(a) Gases		
	(b) Welding Electrodes		
	(c) P.O.L.		
	(d) Others		
3.	Depreciation & maintenance for T&P		
4.	Depreciation & Maintenance for other items		
5.	Establishment and Administration expenses of site		
6.	Overheads		
7.	Profit		

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE - F

DECLARATION SHEET

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

ANNEXURE - 'G'

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

NOTE : Tenderers are requested to fill in the following details and no column should be left blank

1. Name and address of the tenderer
2. Telegraphic/ telex address
3. Phone No. (Office)/ Fax No.
4. Name & designation of the official of the tenderer to whom all the references shall be made.
5. Tenderer's proposal No. & date
6. Whether EMD submitted (By cash/Pay order / bank draft) by.....
7. Validity of offer/ rates quoted for six months from the date of opening of tender Yes/No
8. Financial Status as per Clause 11.1 (in the format as per Annexure-A) Yes/No
9. Income tax Clearance certificate as per Clause 11.2 Yes/No
10. Details of experience as per clause 11.3 (in the format as per Annexure-B) Yes/No
11. Monthwise & Categorywise manpower deployment plan as per Clause 11.4 (in the format as per Annexure-C) Yes/No
12. Attested copy of power of attorney as per clause 11.5 Yes/No
13. Details about type of the firm as per clause 11.6 Yes/No
14. Status of T&P and monthwise deployment plan as per clause 11.7 (in the format as per Annexure-D) Yes/No

- | | |
|--|--------|
| 15. Analysis of unit rate quoted as per Clause 11.8
(in the format as per Annexure-E) | Yes/No |
| 16. Declaration sheet as per clause 11. 09
(in the format as per Annexure-F) | Yes/No |

Date _____

(SIGNATURE OF TENDERER)
WITH STAMP

WITNESS
(SIGNATURES WITH FULL PARTICULARS)

1.

2.

ANNEXURE - I

AGREEMENT

Agreement No. and Date _____
 Name of the Work _____
 Name of the Contractor with full address _____
 Value of work awarded _____
 Letter of Intent No. and Date _____
 Scheduled Commencement Date _____
 Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2000 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.

3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----
OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----(Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.-----submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
16. The following documents
 1. Invitation to Tender No-----
and the documents specified therein.
 2. Contractor's Offer No-----
dated-----.
 3. _____
 4. _____
 5. _____
 6. Letter of Intent No _____
dated_____.

7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

1.

2.

WITNESS

(For and on behalf of BHEL)

1.

2.

ANNEXURE – B

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S.No.	Agency By whom Awarded	Location of project	Capacity & unit nos.	Scope of work and	Date of award tonnage	Contract value
1	2	3	4	5	6	7

%age work completed and due if job is date for already completion	Date of completion unskilled over	No. of skilled/ Super- visors deployed at peak	No. of Engrs. & Tractor Trailors, Winches, welding deployed at peak	Details of major T&P like cranes, by whom M/cs supplied	Consumables by whom
8	9	10	11	12	13

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE – C

MONTHWISE MANPOWER DEPLOYMENT PLAN

S.No.	Category No. of	Person available on roll of the Orga- nisation	Month (Indicate No. of persons to be deployed in each month)					
			Ist	2 nd	3 rd	4 th	5 th	6 th and so on
1.								
2.								
3.								
Total								

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE – D

(A) STATUS OF TOOLS & PLANTS

S.No.	Name of Equipment	Quantity owned	Registration no. wherever Applicable	Documents enclosed for proof of Ownership	Present Location	Quantity proposed to be deployed for this job
-------	-------------------	----------------	--------------------------------------	---	------------------	---

(B) MONTHWISE T&P DEPLOYMENT PLAN

S.No.	Description of T & P	Month (Indicate No. to be deployed in each month)							
		Ist	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th and so on

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE - H

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by -----
 ----- (Bank) hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Power Sector – Northern Region, Noida, Distt. Gautam Budh Nagar, (UP) hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include its successors and assigns)

WHEREAS -----(hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no.----- dt.----- (hereinafter referred to as "the contract") for the construction of ----- with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of

the powers exercisable by it against the contractor and either enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi / Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank

(Signatory No.-----)

WITNESSES

1. Name & Address

2. Name & Address

Notes :

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.

LIST OF MEMBER BANKS

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. State Bank of India
CAG Branch,
10th Floor, Vijaya Building,
Barakhamba Road,
New Delhi – 110001. 2. Canara Bank
74, Janpath,
New Delhi – 110001. 3. Punjab National Bank,
74, Janpath,
New Delhi – 110001. 4. Bank of Baroda,
Corporate Banking Branch, | <ol style="list-style-type: none"> 9. HDFC Bank Ltd.,
5th Floor, HT House,
K.G. Marg,
New Delhi – 110001. 10. Citi Bank N A
Jeevan Vihar Building,
Sansad Marg,
New Delhi – 110001. 11. Standard Chartered Bank,
H2 Block, Connaught Place,
New Delhi – 110001. 12. ICICI Bank Ltd., |
|---|---|

11th Floor, BOB Building,
Sansad Marg,
New Delhi – 110001.

State Bank of Hyderabad,
Surya Kiran Building, K.G. Marg,
New Delhi – 110001.

5. State Bank of Mysore,
Antriksh Bhawan, K.G. Marg,
New Delhi – 110001.
6. State Bank of Mysore,
Industrial Finance Branch,
18, Ramanashree Arcade,
M.G. Road, Bangaloe – 560001.
7. State Bank of Travancore,
Travancore House, IF Branch,
K.G. Marg, New Delhi – 110001.
8. Deutsche Bank,
Tolstoy Marg,
New Delhi – 110001.

ICICI Tower,
Bisham Pitamah Marg,
Pragati Vihar,
New Delhi – 110003.

13. IDBI Bank Ltd.,
19, K.G. Marg,
Surya Kiran Building,
New Delhi.
14. HSBC Ltd.,
ECE House,
28 KG Marg,
New Delhi – 110001.

SECTION – I (a)

SPECIFICATION

FOR

HEALTH, SAFETY AND ENVIRONMENT (HSE)

1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act (s) /legislations, General Condition Contract (GCC). Special Conditions of Contract (SCC) and job specification where different documents stipulates different requirements, the most stringent be adopted.

2.0 REFERENCES

This document should be read in conjunction with following :

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes (refer Annexure-I)
- Reporting Formats (refer Annexure-II)

3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS.

3.1 MANAGEMENT RESPONSIBILITY

- 3.1.1 The Contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 3.1.2 The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.
- 3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above :

No. of workers deployed upto 250

- Designate one safety Supervisor

Above 250 & upto 500

- Deploy one qualified and Experienced safety Engineer/ Officer

Above 500
(for every 500 or less)

- One additional safety engineer/ officer, as above.

Contractor shall indemnify & hold harmless Owner/BHEL & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirement.

- 3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.
- 3.1.5 BHEL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programmes and work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during construction.
- 3.1.6 The Contractor shall arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of BHEL/Owner.
- 3.1.7 Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review / audit by BHEL/Owner representative shall be resolved forthwith by Contractor. Compliance report shall be provided to BHEL.
- 3.1.8 The Contractor shall ensure participation of his Resident Engineer / Site-In-Charge in the Safety Committee / HSE Committees meetings arranged by BHEL / Owner. The compliance of any observations shall be arranged urgently. He shall assist BHEL / Owner to achieve the targets set by them on HSE during the project implementation.
- 3.1.9 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions, BHEL / Owner may impose stoppage of work without any Cost & Time implication to BHEL / Owner and / or impose a suitable penalty for non-compliance with a notice of suitable period, upto a commulative limit of 1.0% (one percent) of Contract value. This penalty shall be in addition to all other penalties specified else where in the contract. The decision of imposing stoppage of work, its extent & minority penalty shall rest with BHEL / Owner & binding on the Contractor.
- 3.1.10 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BHEL / Owner. BHEL / Owner shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

3.2 HOUSE KEEPING

- 3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure interalia; the following :

- a) All surplus earth and debris are removed / disposed off from the working areas to identified locations (s).
- b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified locations (s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
- d) Roads shall be kept clear and materials like : pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structurals, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverized materials etc., shall be covered while moving within the plant area.

In case of non-compliance of any of above, BHEL shall have the liberty to get it done from some other agency at this risk and cost.

3.3 HEALTH, SAFETY AND ENVIRONMENT

- 3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and BHEL / Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.
- 3.3.2 The contractor shall ensure that all their staff and workers wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 3.3.3 The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of material and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Contractor before starting the actual operations at night. It is mandatory for contractor to get his

workmen medically examined / checked for fitness of work assigned once a year and furnish the certificate to that effect from RMP / Govt. Hospital.

- 3.3.4 Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.
- 3.3.5 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.
- 3.3.6 Contractor shall ensure that during the performance of the work, all hazards of the health of personnel, have been identified, assessed and eliminated.
- 3.3.7 Chemical spills shall be contained and cleaned up immediately to prevent further contamination.
- 3.3.8 All personnel exposed to physical agents such as ionizing or non-ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- 3.3.9 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.
- 3.3.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of BHEL / Owner.

4.0 DURING JOB EXECUTION

4.1 Implement Health, Safety and Environment requirements including but not limited to as brought out under para 3.0. Contractor shall ensure to :

- arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- Submit timely the completed checklist on HSE activities, Monthly HSE report, accident reports, investigation reports etc., as per BHEL / Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to BHEL / Owner.
- Ensure the Resident Engineer / Site-Incharge of the Contractor shall attend all the Safety Committee / HSE meetings arranged by BHEL/Owner. In case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to BHEL/Owner.

- Display at site office and work locations caution boards, list of hospitals, emergency services available.
- Display posters, banners made available by BHEL for safe working to promote safety consciousness.
- Assist in HSE audits by BHEL / Owner and submit compliance report.
- Generate and submit HSE records / report as per HSE plan.
- Appraise BHEL / Owner on HSE activities at site.

ANNEXURE - I

RELEVANT IS – CODES FOR PERSONAL PROTECTION

IS: 2925-1984	Industrial Safety Helmets
IS: 4770-1968	Rubber gloves for electrical purposes
IS: 6994, 1973 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 1989-1986 (Part I & III)	Leather safety boots and shoes
IS: 3738-1975	Rubber knee boots
IS: 5557-1969	Industrial and Safety rubber knee boots
IS: 6519-1971	Code of practice for selections, care and repair of Safety footwear
IS: 11226-1985	Leather Safety footwear having direct moulding sole
IS: 5983-1978	Eye protectors
IS: 9167-1979	Ear protectors
IS: 3521-1983	Industrial Safety belts and harness

ANNEXURE – II

1.0 HEALTH, SAFETY & ENVIRONMENT (HSE) PLAN

PROJECT: ----- CONTRACTOR :-----

DATE :----- OWNER :-----

(To be prepared by each construction Agency)

-----ACTIVITY						
PROCEDURE/ DESCRIPTION	CODE OF W.I/ GUIDELIES	PERFORMING FUNCTIONS CONFOR- MANCE	-----		AUDIT	FUNCTION
			PERFOR- MER	CHECK- ER	APPRO- VER	CUSTOMER REVIEW AUDIT REQUIREMENT

PREPARED BY

REVIEWED BY

APPROVED BY
(RESIDENT ENGINEER)

2.0 MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

PROJECT:----- CONTRACTOR:-----

DATE :----- OWNER:-----

INSPECTION BY:-----

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HOUSING KEETING

Waste containers provided and used

Sanitary facilities adequate and clean

Passageways and Walkways Clear

General neatness of working areas

Others

PERSONNEL PROTECTIVE EQUIPMENT

Goggles: Shelds

Face protection

Hearing protection

Safety Shoes provided

Hand protection

Safety Belts

Others

EXCAVATIONS / OPENINGS

Openings properly covered or barricaded

Excavations shored

Excavations barricaded

Overnight lighting provided

Other

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.. 2/6)

ITEM	YES	NO	REMARKS	ACTION
WELDING, CUTTING				
Gas cylinders chained upright				
Cables and hoses not obstructing				
Screens or shields used				
Flammable materials protected				
Fire extinguisher (s) accessible				
Other				
SCAFFOLDING				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Other				
LADDERS				
Extension side rails 1 m above				
Top of landing				
Properly secured				
Angle + 70 from horizontal				
Other				

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.3/6)

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HOIST. CRANES AND DERRICKS

Condition of cables and sheaves OK

Condition of slings, chains, hooks & eyes O.K.

Inspection and maintenance logs maintained

Outriggers used

Signs/barricades provided

Signals observed and understood

Qualified operators

Other

MACHINERY, TOOLS AND EQUIPMENT

Proper instruction

Safety devices

Proper cords

Inspection and maintenance

Other

VEHICLE AND TRAFFIC

Rules and regulations observed

Inspection and maintenance

Licensed drivers

Other

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.4/6)

ITEM	YES	NO	REMARKS	ACTION
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
Secured against storm damage				
General neatness				
In accordance with electrical requirements				
Other				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in Prohibited areas				
Hydrants Clear				
Other				
ELECTRICAL				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.5/6)

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HANDLING AND STORAGE OF MATERIALS

Properly stored or stacked

Passageways clear

Other

FLAMMABLE GASES AND LIQUIDS

Containers clearly identified

Proper storage

Fire extinguishers nearby

Other

WORKING AT HEIGHT

Erection plan

Safety belts and lanyards; chute lines

Other

ENVIRONMENT

Chemical and other Effluents properly disposed

Cleaning liquid of pipes disposed off properly

Water used for hydrotesting disposed off as
Per agreed procedure

Lubricant Waste/Engine Oil properly disposed

Waste from Canteen, offices, sanitation etc.,
Disposed properlyDisposal of surplus earth, stripping materials,
Oily rags and combustible materials done
Properly

MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.6/6)

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

Green belt protection

Hygienic conditions at labour camps O.K?

Availability of First Aid facilities

**Proper sanitation at site, office and
Labour camps**

Arrangement of medical facilities

Measures for dealing with illness

**Availability of Potable drinking water
For workmen & staff**

Signature of Resident
Engineer with Seal

3.0 ACCIDENT CUM FIRE REPORT
(To be submitted by contractor after every accident within 24 hours of accident)

Report : _____

Name of Site: _____

Date: _____

CONTRACTOR _____

NAME OF THE INJURED _____

FATHER'S NAME _____

SUB-CONTRACTOR M/S _____

DATE & TIME OF ACCIDENT _____

LOCATION _____

BRIEF DESCRIPTION OF ACCIDENT

CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

MEDICAL AID PROVIDED/ACTIONS TAKEN

INTIMATION TO LOCAL AUTHORITIES

DATE:

SIGNATURE OF CONTRACTOR
WITH SEAL

TO: SITE-IN-CHARGE/BHEL

1 COPY

4.0 SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT

Project: _____ **Supplementary to Report No.** _____
(Copy enclosed)

Site: _____ **Date:** _____

CONTRACTOR _____

NAME OF THE INJURED _____

FATHER'S NAME _____

SUB-CONTRACTOR M/S _____

DATE & TIME OF ACCIDENT _____

LOCATION _____

BRIEF DESCRIPTION & CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

COMMENTS FROM MEDICAL PRCTICETIONER, WHO ATTENDED THE VICTIM / INJURED

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION, IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER

DATE:

SIGNATURE OF CONTRACTOR
WITH SEAL

TO: SITE-IN-CHARGE/BHEL

1 COPY

5.0 MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT
(To be submitted by each Contractor)

Actual work start Date: _____ **For the month of** _____

Project: _____ **Report No.** _____

Name of the Contractor: _____ **Status as on:** _____

Name of Work: _____ **Name of safety officer** _____

ITEM	THIS MONTH	CUMMULATIVE
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Total Strength (Staff + Workmen)

Number of HSE meetings organized at site

Number of HSE awareness programmes

Attended at site

Whether workmen compensation policy taken Y/N

Whether workmen compensation policy is valid Y/N

Whether workmen registered under ESI Act Y/N

Number of Fatal Accidents

Number of Loss Time Accidents (Other than Fatal

Other accidents (Non Loss Time)

Total No. of Accidents

Total man-hours worked

Man-hour loss due to fire and accidents

Compensation cases raised with Insurance

Compensation cases resolved and paid to workmen

Remarks

Date	Safety Officer/Resident Engineer
	(Signature & Name)
To: SITE-IN-CHARGE,BHEL	1 COPY

SPECIAL CONDITIONS OF CONTRACT

PART `A`

INDEX

Clause	Description
34.	General
35.	Preliminary & Civil works
36.	Consumables
37.	Tools & Plants / IMTE's
38.	Supervisory staff & workmen
39.	Materials Management at Stores & Power House
40.	Material handling and storage & Transportation to Power House
41.	Preservation of components
42.	Cleaning of equipments
43.	Erection
44.	Welding, NDT
45.	Testing, pre-commissioning and post commissioning
46.	Progress reporting
47.	Drawings & documents
48.	Taxes & Duties
49.	Extra work
50.	Rate schedule
51.	Instructions to tenderers
52.	Price Variation

SPECIAL CONDITIONS OF CONTRACT FOR 2x96 MW ALLAIN DUHANGAN HEP

SECTION III-A

34.0 GENERAL

- 34.1 BHEL has been awarded the work of Design, Manufacturing, supply, installation, erection & commissioning including handing over of 2x96 MW units for Allain Duhangan HEP STG II of AD Hydro Power Limited. The equipment consist of Distributor, Turbine Housing, Hydro Turbine (Pelton type), governor, Spherical valve, associated equipment, Generator, Excitation system, Panels & associated equipment, control & monitoring systems, Mechanical auxiliaries such as cooling water, compressed air system . BHEL units of Bhopal, & Bangalore and their vendors shall supply all this material.**
- 34.2 The intent of this specification is to provide services for execution of project according to most modern and proven techniques and codes. The omission of specific reference to any methods, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services/ facilities to complete the work or portion of work awarded to him. The quoted/ accepted rates/ lumpsum price shall deem to be inclusive of all such contingencies.
- 34.3 The contractor shall carry out the work in accordance with standard practices/ codes/ instructions/ drawings/ documents/ specification supplied by BHEL/ Customer (M/s) from time to time.
- 34.4 The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations, the contractor shall dismantle and redo the work duly replacing the defective materials at his cost failing which the job will be carried out by BHEL by engaging other agencies/ departmentally and recoveries will be effected from contractor's bills towards expenditure incurred including BHEL's usual overhead charges.
- 34.5 Following shall be the responsibility of contractor and have to be provided within finally accepted rates / prices:
- (a) Provision of all types of Skilled labour, Adequately qualified and experienced supervisors, Engineers, Watch and ward as required, Tools & plants, Calibrated IMTE equipments as specified and otherwise required for the work and consumables for fabrication, erection, testing and material handling for the entire scope under this contract.
 - (b) Proper out-turn as per BHEL plan and commitment.

- (c) Completion of work as per Schedule given by BHEL.
- (d) Good quality and accurate workmanship for proper performances of equipment to the satisfaction of BHEL/ CUSTOMER.
- (e) Repair and rectification as per instruction of BHEL engineer.
- (f) Preservation / Re-conservation of all components during storage/ erection till handing over.
- (g) Keeping all the erection area neat and clean.
- (h) Documentation and records (Films/Movies/Photographs)

34.6 The contractor under this contract shall also provide free of cost services of skilled persons for a total period of 160 Man-months exclusively for use by BHEL. This manpower will be required for following services:

Highly skilled worker (computer Operator)- 20 manmonths
 Skilled workers for stores / office, Mess etc- 60 manmonths
 Un skilled workers for stores , office, Mess etc- 80 manmonths

Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed. Computer Operators should be Well Conversant with computer operations, Typing and Fluent with English & Hindi Languages.

In case these services are not utilized for any reason whatsoever, fully or partly, recovery at the rate of the prevailing minimum wages at Allain Duhangan HEP Site for the categories plus 10 % will be made from final bill of the contractor. In case the contractor fails to provide the services as indicated above, BHEL may arrange for the services through other agencies at the risk and cost of the contractor and recover the charges from the contractor from the final bill of the contractor.

34.7 Health, Safety & Environment management (HSE)

34.7.1 BHEL-Power Sector(NR) is ISO 9001-2000, ISO 14001-1996, OHSAS 18001-1999, BS 7799 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer.

The Contractor will be responsible for Health, Safety & Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t implementation of HSE conditions with BHEL. Contractor shall ensure deployment of Qualified & Experienced Safety Engineer / Officer at site.

The Contractor shall be fully responsible for accidents caused due to him or his agents

or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. **It may be noted that non-compliance to HSE requirements will result in penal action. For stoppage of work for violations of safety requirements the Contractor shall be liable for a penalty of Rs. 1000/- for the first violation and Rs. 5000/- for the second violation. For serious lapses, as decided by BHEL, fines upto Rs. 10,000/- at a time can be imposed. For the third violation, the contractor may be liable to be debarred from further contracts.**

Some of the common safety rules to be followed during working are as follows :-

- No outsider is allowed to enter construction area without permission.
- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.
- All accidents/incidents to be reported to site Incharge.
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site
- All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- Monthly safety meeting with Site In-charges.
- LPG cylinders not allowed for gas cutting.
- Good House keeping. Separate waste bins to be used for flammable & non flammable material.
- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- Deployment of Safety Supervisors for every 250 workers and part there of at work site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.

34.7.2 Contractor shall ensure following :

- (A) Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency including arrangement of Ambulance on round the clock basis.
- (B) Contractor has to ensure pre employment medical check for all staff & workers.
- (C) Contractor has to ensure that adequate First Aid facilities with trained male nurse are available at work site for emergency purpose. This emergency set-up should include, but not limited to, the following
 - a) Male nurse
 - b) Oxygen set up

- c) Breathing apparatus
- d) Eye wash facility
- e) Stretcher
- f) Trauma blanket
- g) Medicines.

34.7.3 In order to meet the environmental concerns it is expected that the contractor shall **plant at least 200 trees and maintain the trees** in the vicinity of the project **and also land scaping with flowers etc. of assorted type of approx. 100 sq. mtr. area and the same shall be maintained throughout the period of Contract** as per advise of Engineer

34.7.4 The contractor shall comply with following towards Social Accountability;

- (a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged , the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- (b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System(Abolition) Act, 1976.
- (c) The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour(Regulation & Abolition) Act,1970.
- (d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.
- (e) The Contractor shall abide the requirement of Contract Labour(Regulation & Abolition) Act,1970 for working hours.
- (f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
- (g) The Contractor shall arrange potable drinking water to its employees & workers.

35.0 PRILIMINARY & CIVIL WORKS

35.1 The contractor shall as a first field activity check all the foundations for the correctness of the same as per the drawings and satisfy himself in all respects such as location of foundations, absence of voids, **levels**, correctness of **bolt holes, pocket levels**, centre lines etc. and all measurements should be recorded and submitted to engineer **for approval** before erection.

35.2 Before starting erection job contractor shall ensure that area connected to his scope of work is sufficiently enclosed against ingress of dust and water and all debris have been cleared of from the floor to a designated area as per instruction of engineer. The contractor shall arrange to get the working area and surroundings cleared daily to ensure the dust free atmosphere **and free from seepage water** for working and shall maintain sufficient labour and general cleaning of work areas. Delay of work on this account will not be acceptable

- 35.3 The contractor shall cover all opening on floor and put temporary hand railing on all sides of the floor to avoid any accident to the working personnel.
- 35.4 Contractor shall fix up and maintain plates, supports for X & Y axis and elevation at different locations as required for each unit and **transfer the same from bench mark and XY axis given at one point by BHEL's client.** Joint protocol records for such benchmarks shall be got signed from BHEL's Engineer, customer's Supervisory and QA Engineer.
- 35.5 Once X-Y axis and elevation are fixed at different floors and protected marking for Other equipment's shall be transferred from these and joint protocol as above shall be got signed for each equipment or as required as per drawings.
- 35.6 All matching surfaces of components shall be well cleaned with cleaning agent and burrs shall be removed by filing and blue matched. Wherever necessary sealing/lubricating/anti-sieze compounds shall be applied as per recommendation of Engineer. Machining/grinding required for fitting of keys, pins, packers , dowels etc. shall be carried out by contractor.
- 35.7 The accuracy of all equipment/ instruments and their functioning shall be established before they are permitted for use on the job. If the Engineer doubts the accuracy of the precision tools, any time during erection, the contractor shall arrange the checking of tools/ equipment/ instruments at his cost.
- 35.8 All the works shall be performed to the lines, grades and elevations indicated on the drawings. The contractor shall be responsible to locate and layout the works. The horizontal & vertical control points established by the engineer shall be used as datum for the works under this contract. Any work done without being properly located may be removed and dismantled by the Engineer at the contractor's expenses if the contractor refuse to do it.
- 35.9 The contractor shall create all the facility at storage site as per the tender scope of work for unloading the equipment its safekeeping and proper record and well protected. No material should be lying loose any where in the power house as well as stores .
- 35.10 De-watering in general will be carried out by M/s ADPC. However contractor has to take care of general cleanliness in his area of work. For area cleaning within the premises of his work, the cleanliness shall be the total responsibility of contractor. Contractor within his scope of work shall keep the separate gang of workers for cleanliness operations. If the area under the scope is found unclean, BHEL can take measures on its own for cleaning and deduct the amount so spent from the running bills of contractor.
- 35.11 Necessary civil works shall be provided by ADPC. The dimensions & locations shall be checked by the contractor for their correctness as per drawings. Further, top elevation and axis/ centrelines of all the foundations shall be checked with respect to benchmark etc. During the civil works, contractor shall check for all the block-outs, dimensions as required in their various mechanical drawings for installation of components/ assemblies and help BHEL wherever required for checking. All minor adjustments of foundation level, dressing and chipping of foundation surfaces up to 50 mm, enlarging the pockets in foundations etc., and repair of same as may be required for the erection of equipment shall be carried out by the contractor within the finally accepted rates.

- 35.12 Besides above, any works required for safe and efficient operation of tools and tackles like grouting/ excavation/ casting of foundation/ anchor points for derricks, winches, guy ropes fastening scaffoldings etc. or any other temporary supports shall also be the contractor's responsibility. For these works all materials including cement/ steel and required facilities will have to be arranged by contractor at his own cost.
- 35.13 While on the job, care is essential to avoid too much chipping and resultant lowering of level. In case of excess chipping, contractor has to arrange additional packing plates as per requirements provided BHEL Engineer allows it. When required as per drawings/ manufacturing unit, the embedded sole plates shall be scraped and checked with Prussian blue to get the required contact with frames at no extra cost to BHEL.
- 35.14 The contractor shall ensure perfect matching of packer plates including scraping and blue matching with foundation by dressing the foundation, as well as perfect matching between the packer plates and the base plate of equipment to the satisfaction of BHEL Engineer.
- 35.15 The contractor shall provide his tool stores for special tools and instruments at a convenient place near to the working area.
- 35.16 All mechanical works of machine related to civil works including foundations, grouting, concreting, erection of chequered plates along with embedment in concrete, grouting of liners, any civil works relating to setting of anchor bolts and foundation bolts including preparation of bolt holes will be in the scope of contractor. The grouting of anchor and base plates are in the scope of BHEL's customer including supply of grout material. However all mechanical works shall be in the scope of the contractor.
- 35.17 M/S ADHPL have earmarked a plot of area approx. 1500 Sq. m. BHEL plan to fence from all sides with entrance, have closed storage shed and open storage yard. Contractor has to take over that area including open area for storage of plant material supplied by various manufacturing units of BHEL. BHEL shall be providing the security arrangement at stores and powerhouse. Whereas necessary watch and ward shall be the responsibility of the contractor for the items and equipments under his custody. BHEL shall develop the land one time. Temporary works like soling of land and time to time upkeep of the storage area shall be the responsibility of the contractor.

36.0 CONSUMABLES

- 36.1 The contractor shall provide within finally accepted price, all consumables like gaskets for temporary work, gland packing, general purpose welding electrodes, filler wires, all gases (for inert, welding & cutting), soldering material, dye penetrants, radiography source, films, chemicals etc and other erection consumables such as tapes, jointing compound, grease, mobile oil, M-seal, Araldite, Parmali wood, petrol, CRC/ other cleaning agents, wooden sleepers, steel required for temporary works such as supports, packing, H&S, shims etc. hardware items, sealing compound required for completion of work. The consumables, which are supplied by manufacturing units along with plant material, shall be issued to contractor for subject work only. Contractor shall maintain proper records for all those consumables.

- 36.2 All the shims & gaskets which go finally as part of equipment shall be supplied by BHEL free of cost.
- 36.3 It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
- 36.4 It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding supplies of consumables such as welding electrodes/ filler wires/ gases lubricants etc. before procurement. On receipt of consumables at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform to BHEL all details regarding type of consumable batch No. date of expiry etc. and produce test certificate for each lot/ batch with correlation of batch/ lot no. with respective test certificate. No consumable will be allowed to be used without valid test certificate.
- 36.5. Only special welding electrodes for the Turbine and spherical valve shall be supplied by BHEL. The contractor shall keep the record of the use for these electrodes. All other electrodes including special electrode, if any, shall have to be arranged by the contractor. In case the electrodes supplied by BHEL are found to be inadequate/ unusable, contractor has to arrange the same from the market as per provisions of clause No. 36.4 given above, within their quoted price for subject work.
- 36.6 BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants/ special consumables if it is not found to be of the required standard/ make/ purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained. Storage of all consumables including welding electrodes shall be done as per requirement/ instruction of the Engineer by the contractor at his cost.
- 36.7 In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the overhead charges of BHEL from time to time (30% at present). The decision of Engineer in this regard shall be final and binding on the Contractor.
- 36.8. Special consumables that are supplied by manufacturing units for erection and commissioning purposes will be issued by BHEL as free issue item. However the contractor shall use them to the satisfaction of BHEL Engineer and keep proper records for accountability.
- 36.9. All lubricants and chemicals required for pre-commissioning, commissioning and testing, and lubricants for trial runs of the equipment shall be supplied by BHEL/ its Client. All services including labour and T&P will be provided by the contractor for handling, filling, emptying, refilling etc. The consumption of lubricants/ chemicals shall be properly accounted for. Surplus material if any shall be properly stacked/ packed and returned to stores.

- 36.10 It shall be responsibility of the contractor to arrange the complete Radiography equipment & Dark Room and the required consumables and the U/T equipment for NDT at site. For carrying out these tests for distributor and embedded piping, the contractor has to do the work as per drawing requirements with the quoted price.
- 36.11 Filling of oil for flushing, first filling of oil and subsequent change over or topping/ making up for generator, turbine, transformer etc till the unit is fully commissioned and handed over to customer is included in scope of BHEL. The contractor shall not waste any oil during flushing/ filling. Such wastages shall be on the account of contractor. The contractor shall return all the empty drums to BHEL / BHEL's client store at no extra cost. Any loss/ damage to above drums shall be to contractor's account.

37.0 TOOLS AND PLANTS / IMTE's

- 37.1 T&Ps and IMTEs (Inspection, Measuring & Testing Equipment), provided by BHEL/ Customer to sub-contractor free of hire charges shall be shared by other sub contractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
- 37.2 Besides the T&Ps and IMTEs being made available to contractor free of hire charges by BHEL/ Customer, all other T&Ps and IMTEs which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. In the event of the failure of contractor to bring necessary and sufficient T&Ps/ and IMTEs, BHEL will be at liberty to arrange the same at the risk and cost of contractor and hire charges as applicable along with BHEL's overhead charges shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on the contractor.
- 37.3 All distribution boards, connecting cables/ welding cables, wire ropes, hoses etc. including temporary air/ water/ electrical connections etc, shall have to be arranged by the contractor at his own cost.
- 37.4 In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan/ amend/ alter his activities to meet erection/ commissioning targets in consultation with BHEL.
- 37.5 The operation of all BHEL's T&P being provided free of hire charges shall be in the scope of the contractor. The contractor shall arrange at his own cost operators, fuel, mobil oil, grease and other consumables/ lubricants etc. for the operation.
- 37.6 The contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps and IMTEs. Their skill/ performance will be checked by BHEL Engineer before they are allowed to operate the same.
- 37.7 The day to day and routine maintenance of BHEL's T&Ps and IMTEs is to be carried out by contractor as per manufacturer's/ BHEL's maintenance schedule at his cost. These shall be maintained in good working condition during the entire period of use. T&Ps and IMTEs in defective/ damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps and IMTEs,

which shall be made available for Inspection whenever, required. In case of any lapses on the part of the contractor BHEL at its own discretion get the servicing/ repair of equipment done at the risk and cost of the contractor with BHEL overheads.

- 37.8 The contractor shall arrange at his cost all spares needed for upkeep of all T&Ps other than mobile cranes and Hydraulic Test pumps supplied by BHEL. For cranes, repair / replacement of filter, batteries, self, dynamo shall be the responsibility of the contractor. However, the charges of the replacement of the damaged/ worn out parts of BHEL cranes will be borne by BHEL, provided the damage is not due to the negligence of the contractor. However, if there are breakdowns / damages due to negligence of the contractor, the complete service/ repair charges and cost of all the spares damaged with BHEL overheads shall be to the account of contractor and shall be recovered from his RA bills.
- 37.9 Supervision and labour required for Routine maintenance and attending breakdowns shall be arranged by the contractor at his own cost. Specialist supervision shall be arranged by BHEL as assessed by BHEL Engineer.
- 37.10 Consolidation of ground and arrangement of sleepers / sand bag filling etc. for safe operation/ movement of equipment including cranes / trailers etc. shall be the responsibility of the contractor at his cost.
- 37.11 In the event of contractor not using and maintaining BHEL T&Ps and IMTEs according to BHEL's instructions, BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
- 37.12 Regular utilisation report of the BHEL T&Ps and IMTEs as per requirement of BHEL shall be furnished by the contractor.
- 37.13 Any loss/ damage to any part of BHEL T&Ps and IMTEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
- 37.14 It shall be responsibility of the contractor to take delivery of T&Ps and IMTEs from stores or place of use by other contractor at project site, transport the same to site and return the same to BHEL store/ place as intimated by BHEL Engineer in project site in good working conditions after use.
- 37.15 Replacement cost including BHEL overheads in respect of irreparable/ completely damaged/ non return of T&Ps and IMTEs shall be recovered from the contractor's running bills.
- 37.16 The contractor shall return all BHEL T&Ps and IMTEs issued to him in good working condition (as handed over to him) as and when desired by BHEL (on completion or reduction of work load). If return of T&P and IMTE is delayed by contractor, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return. Hire charges shall also be charged on the T&Ps and IMTEs returned in damaged/ un-serviced condition to BHEL till its satisfactory repair. T&Ps & IMTEs returned in damaged/ unserviced condition shall be got repaired by BHEL at its own

discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.

- 37.17 The Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. History card , maintenance and valid fitness certificates of records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
- 37.18 Contractor shall ensure deployment of reliable and calibrated IMTEs (Inspection, measuring and Test equipment). The IMTEs shall have test/ calibration certificates from authorised/ Govt. approved/ accredited agencies traceable to National/ International standards. Each IMTE shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer for control.
- 37.19 Re-testing/ re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer with in the contract price. The contractor will also have alternate arrangements for such IMTE so that work does not suffer when the particular instrument is sent for calibration. Also if any IMTEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument. Failing which BHEL may deploy IMTEs and re-take the readings at contractor's cost.
- 37.20 BHEL shall have lien on all T&PS, IMTEs & other equipment of the Contractor brought to the Site for the purpose of erection, testing and commissioning. BHEL shall continue to hold the lien on all such items throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor or his Sub-contractors without the prior written approval of the Engineer.
- 37.21 The month-wise T&P deployment plan to be submitted as per format (**at Annexure - D to general conditions of contract**) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.

38.0 SUPERVISORY STAFF AND WORKMEN

- 38.1 The contractor shall deploy all the skilled, semi-skilled and un-skilled workmen and experienced supervisors/ engineers required for all the work under this specification. Only fully trained and competent persons with previous adequate experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL reserves the right to insist on removal of any employee workman of the contractor at any time, if they find him unsuitable and the contractor shall forthwith remove him.

- 38.2 The supervisory staff deployed by the contractor, shall ensure proper out-turn of work and discipline on the part of the labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in co-ordination with other labour and staff deployed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.

The bidders may note that they have to deploy following minimum staff having at-least 3 years of working experience at Hydro Electric project powerhouse installation and material handling works within the manpower deployment plan submitted for entire period of the contract as per the plan given by the BHEL site incharge.

i) Engineers (Degree holders)	2 nos. for 40 Man Months(MM)
ii) Supervisors (Diploma holders)	4 nos. for 80 Man Months
iii) Welding/ NDT Level II engineer	1 no. for 15 Man Months
iv) Safety supervisor	1 no. for 20 Man Months

If the contractor fails to deploy this minimum MM, then deduction shall be made from his bills at the rate of Rs 12000/= per MM for cat. (i) and (iii) and Rs 9000/= per MM for cat (ii), & (iv) above.

The contractor shall specifically mention the deployment of the above persons in the deployment plan so submitted by him along with the tender.

- 38.3 The work shall be executed under the usual conditions without affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate with other personnel/ contractor, co-ordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 38.4 The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerances given in the drawings/ documents/ instructions given by BHEL Engineer from time to time.
- 38.5 The contractor shall deploy the necessary number of qualified/ certified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work.
- 38.6 It is the responsibility of the contractor to engage his workmen in shifts or on overtime basis for achieving the targets set by BHEL and also during the period of commissioning and testing of unit. The contractor's finally accepted rates/ prices shall include all these contingencies.
- 38.7 During the course of erection, if the progress is found unsatisfactory or if the target dates fixed from time to time for every mile stones are to be advanced or in the opinion of BHEL if it is found that the skilled workmen like fitters, operators, technicians etc. deployed are not sufficient, BHEL after giving reasonable opportunity to the contractor, will induct on the work the required workmen in addition to contractor's workmen to improve

the progress and recover from the contractor's bills any charges incurred for engaging the additional workmen with overheads.

- 38.8 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wire, trees or any other property or to any part of erected components etc., the contractor shall make the same good at his own expense or in default, BHEL may cause the same to be made good by other workmen or by other means and deduct the expenses (of which BHEL's decision is final) from any money due to the contractor.
- 38.9 The monthwise manpower deployment plan to be submitted as per format (**at Annexure-C to general conditions of contract**) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
Separate persons shall be deployed at site for Quality control by the contractor.

39.0 MATERIAL MANAGEMENT AT STORES & POWER HOUSE

- 39.1 The scope of work mainly involves receipt, unloading from road carriers (Trucks/Trailers etc) of **total materials for 2 units of 96 MW of BHEL** (like Hydro-turbines, generators, piping, auxiliaries, equipment, C&I, BOP and other miscellaneous materials/ equipment) at site or bringing from road carrier godowns to site stores/ storage yards and shifting from place of unloading (stores developed by BHEL), proper storing, stacking/ restacking of materials/ equipment (in closed store sheds/ open storage yards/ project site), verification of components including opening of cases, re-packing/ stacking and preservation of the same after verification including lashing with carrier for waiver/ reduction of demurrage, watch and ward, to provide fire fighting equipment including fire extinguishers in closed and open storage yard wherever required. Also transportation of material to erection site as and when required. The contractor is to use equipments (supplied by BHEL or arranged by contractor) like suitable cranes/ trucks/ tractor-trailers and other material handling equipment including all necessary small/ major T&P required for the same for the above work.

The contractor shall maintain record of material such as receipts, issue, return, in Day – Book, ledgers, stock registers and computers, issue gate passes, record of shortages & MDR etc as per BHEL procedures and instructions. The contractor shall also assist BHEL for all correspondence regarding the insurance including preparation of claims.

- 39.2 Approx. weight to be handled for **two units** as indicated in **Annexure- I** is of the order of 1800 MT (Approx.). But the contractor required handling whatever actual materials are dispatched for the project irrespective of variations in weight and sizes. Some equipment as per the direction of engineer may be unloaded in powerhouse with the help of EOT crane from the truck/ trailers depending upon the requirement. The bidders are required to take note of above points while quoting.

- 39.3 **Annexure - I** gives the general idea for tender's information about the weights and dimensions of some major components/ equipment. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted/ accepted rates/ prices should be allowed due to change in weights and dimensions of the equipment/ materials.
- 39.4 Some consignments mainly small/ parcels may also be received at carriers godown through road. The contractor shall have to handle such consignments also as per rate quoted/ accepted.
- 39.5 The contractor shall deploy adequate number of supervisors, storekeepers, riggers, carpenter, fitters and other skilled and unskilled workers as per requirement having adequate experience of jobs of similar nature till completion of work.
- 39.6 Contractor shall provide all necessary preservatives, paints, thinners, rust preventives, grease, lubricants etc. for preservation of components. All tools and tackles and other consumables required for the contractor at his own cost shall also provide preservation of components including supervision. Preservation of components also includes applying preservatives, paints, rust preventives, greasing of threaded portions, repainting of work order Nos./ DU nos./component codes etc. After preservation wherever necessary, components will be stacked properly as per original stacking for which no additional payment shall be made.
- 39.7 It shall be the responsibility of the contractor to keep in touch with Engineer at site and find out arrival of road consignments. The Contractor shall collect all the lorry waybills from BHEL site office either personally or through an authorised representative. The customer or his authorised representative shall, for the purpose, visit the said office every day and collect available LWB, PWB etc. While collecting the LWB, PWB contractor or his authorised representative will sign the register maintained for the purpose indicating the date and time of collection. The contractor shall keep in touch with carriers and arrange to effect delivery of consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges. Contractor shall also maintain a register indicating date of LWB, PWB date of collection of the materials from road transport agencies/ lorries and date of stacking them at storage yard of BHEL.
- 39.8** The contractor has to ensure the unloading and removal of materials from unloading place within the permitted time and ensure to keep the area free and avoid jamming. Any loss to BHEL on this account shall be recovered from the contractor.
- 39.9 Any discrepancy/ shortage/ damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor.
- 39.10 In case of apparent damages/ shortages in consignments/ packing noticed by the contractor, such cases shall be brought to the notice of BHEL and cleared only with their consent/ approval. The contractor shall provide all the necessary assistance for lodging the insurance claim and all correspondence with the insurer, surveyor and transport agency. The contractor shall also help in maintaining all the records in connection of insurance claims.

- 39.11 It would be responsibility of the contractor to examine the packages, consignments etc. on arrival and bring to the notice of carriers and BHEL authorities regarding loss/ damages, if any, observed in the consignments proposed to be taken delivery of.
- 39.12 Before taking delivery, particularly of consignments in 'smalls' the weight of the package shall be checked with the invoiced weight of the packages and any discrepancy shall be reported immediately to BHEL/ carriers.
- 39.13 In case of short delivery and non-delivery, immediate notice of loss shall be filed with through BHEL.
- 39.14 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/ discrepancy/ shortage/ damages or any other cause during transit between the carriers godown/ weigh bridges and BHEL storage yard/ store sheds/ project site or during unloading at carrier godown/ storage yard/ store shed/ project site or during stacking or any time during the custody of contractor.
- 39.15 loading from lorries, transportation, unloading at storage area/ work site of heavy sophisticated equipment like stator, panels etc. shall be done in the presence of and as per the directions of BHEL representative, including stacking and re-stacking, if necessity arises.
- 39.16 Since the trucks/ trailers are expected to arrive during any time of the day/ night, the contractor shall have his workmen to attend the work at all times.
- 39.17 Consignments coming on Sundays and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site engineer /his authorised representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
- 39.18 In the event unloading from the carrier is delayed by the contractor, the detention charges, if any, will be contractors account.
- 39.19 Under the scope of this contract, it shall be the responsibility of the contractor to provide all necessary facilities to open the packages in the presence of the engineer, verifying the contents of the packages, repackaging where ever and whenever necessary, properly stacking them as may be directed by the engineer so as to facilitate proper handling, periodical verification of material, receipt position, stock taking etc. for this, the contractor shall have experienced person at site who can maintain the records of dispatch/ receipt/ stacking/ verification/ shortages/ damage/ missing items etc. The verification of materials shall be carried out as per BHEL requirements and report shall be submitted as a documentary proof.
- 39.20 **All material shall be stored 6 inches above ground level by use of concrete or wooden sleepers.** No material shall be left to remain on ground at any time. Material shall not be stacked in low-lying areas where it is likely flooded during rains. Wooden sleepers/ concrete block and tarpaulins for this purpose, wherever deemed necessary, shall be arranged by the contractor. These items shall be stacked/ stored properly at the location(s) specified by BHEL when not in use.

It is possible that certain heavy items/ consignments will require fabrication of temporary steel coverings over it. These shelters will be covered with suitable CGI sheets or tarpaulins. The contractor will be required to fabricate such sheds. All materials for these will be provided by BHEL. However all expenses towards manpower, T&P, consumables, etc. will be borne by the contractor. After completion of the work the contractor will dismantle the same and return the same to BHEL stores. Contractor shall be paid @ Rs 3000/MT for such works.

- 39.21 The material/ equipment requiring indoor storage will be handed and stacked inside the storage shed (provided by BHEL) by the contractor using material handling equipment like Fork lift 2T etc.
- 39.22 For checking/ verification of the components with packing slips/ LWB/ PWB etc. The contractor shall provide sufficient experienced persons and other facilities as and when required by the engineer.
- 39.23 Stacking of the material shall be done as per the instruction and to the satisfaction of engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking BHEL may ask the contractor to restock the material properly or failing which BHEL may get the job done by another agency at the risk and cost of the contractor.
- 39.24 The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse /negligence shall have to be made good by the contractor.
- 39.25 In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the engineer for any reason whatsoever (including non-availability of crane, tractor, trailer and other T&P etc.) BHEL shall be at liberty to get the work done by engaging other agency/ equipment / T&P etc at the risk and cost of the contractor.
- 39.26 It shall be responsibility of the contractor to keep the storage areas (closed/ open) in neat and tidy conditions. Any vegetation like grass, bushes, sarkandas etc. shall be cut in open storage area and removed as per requirement and instruction of BHEL engineer within the contractual value. All surplus/ unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the project premises (including weighment of the same within the project premises, if required).
- 39.27 In case some materials are required to be dispatched from Site to Manufacturing Units, other sites or any other place, the contractor may be asked by the engineer to get the same packed, transport it to the nearest railway station, carriers godown and get the same booked. The contractor are therefore, required to quote their rate for this work in the rate schedule. In case of material required to be booked as freight paid the freight for the consignment limited to Rs. 3000/- shall be paid by the contractor. However it shall be reimbursed by BHEL on submission of receipt within a week's time. The funds for freight charges exceeding Rs. 3000/- shall be arranged by BHEL. Packing material required shall be provided by BHEL free of cost.

- 39.28 In case of consignment to be dispatched on full truck/ trailer load basis, where the carriers will place their fleet inside the plant for loading the contractor may be asked to collect them from different locations of stores shed / yard and load by using his crane and labour. Tenderers are required to quote rates for the work in rate schedule.
- 39.29 For any exigencies during execution of the contract, the contractor shall have to depute his personnel for collection/ delivery of any material meant for site from/ to outstation if desired and instructed by the Engineer. The contractor will however be reimbursed expenses incurred for such work for person deputed, as below:
- a) II class train fare worth reservation / supplementary charges/ bus fare subject to furnishing details regarding ticket nos., journey details, amount of fare etc.
 - b) Local conveyance charges (Actual bus/ cycle rickshaw/ auto rickshaw fare for local journeys at outstation) as permitted by the Engineer.
 - c) Daily allowances @ Rs.100/- per day and @ Rs.250/- per day for lodging.
 - d) Postal/ telegraph/ telephone charges if any subject to production of proof of having incurred such expenditure.
 - e) Freight and other charges, if any, paid on production of actual receipts.

Payment for the above will be made by BHEL with in a month from the date of submission of bill along with details/ desired documents by the contractor subject to completion of work assigned to contractors personnel and to the entire satisfaction of engineer.

40.0 MATERIAL HANDLING AND STORAGE & TRANSPORTATION TO POWERHOUSE

- 40.1 Contractor shall plan in consultation with BHEL engineer, plant/ material to be received/ delivered in powerhouse as per erection progress/ schedules and fill in the requisite formats in standard forms.
- 40.2 Contractor shall store / stack/ identify materials properly in open/ closed/ tarpaulin covered storage yard/ shed and it shall be contractors responsibility to assist BHEL in identifying material well in time for erection according to programme.
- 40.3 The contractor shall identify and deploy necessary engineer/ supervisor/ workmen for the above work in sufficient number.
- 40.4 All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes/ slings etc. shall be used for unloading/ handling. The equipment shall be properly protected to prevent any damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 40.5 Contractor shall ensure that while lifting slings shall be put over the points indicated on the equipment or as indicated manufacturer drawings. Slings/ shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the equipment against any damages. In no case piping should be dragged. In case of any damage the cost shall be recovered from the contractor.

- 40.6 Contractors shall be responsible for examining all the plant material received by them and notify the engineer immediately any damage, shortages, discrepancies etc. The contractor shall submit to the engineer every week a report detailing all the receipt during the week, however the contractor shall be solely responsible for any shortages or any damages in stores, storage yard, handling, storage at erection site and erection of equipment once received by them.
- 40.7 As the storage & erection work shall be spread in different areas/ locations of the project, contractor has to arrange sufficient numbers of watch & ward personals to avoid any pilferage of material. In case any equipment/ material is lost/ damaged while in the custody of the contractor, the cost of repair/ replacement if any to bring back the equipment in original order shall be deducted from the contractor's bill. BHEL's decision in this regard shall be final and binding on the contractor.
- 40.8 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
- 40.9 All the material in custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof/ fire retardant covering material wherever applicable and shall be blocked up on raised level about ground. The contractor at his cost shall arrange all covering materials and blocks and sleepers.
- 40.10 If the material belonging to the contractor are stored in area other than those earmarked for this operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractors risk and cost.
- 40.11 All electrical panels, control gear, motors and such other devices shall be dried by heating before they are installed and energized. Exposed parts those required special protection such as bearings, slip rings, commutators and other fragile items shall be protected against moisture ingress and corrosion during storage and are periodically inspected.
- 40.12 The contractor shall ensure that all the packing materials and protective devices used for various equipment during transit and storage are removed before the equipment is installed.
- 40.13 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the contractor from BHEL/ Customer stores), which require indoor storage till the time of their installation. The Engineer will direct the contractor in this regard which item in his opinion will require indoor storage and the contractor shall comply with Engineer's decision.
- 40.14 The contractor shall ensure that all surplus damaged scrap/ unused, packing wood/ containers / special-transporting frames etc. are returned to BHEL at a place in project area identified by the Engineer. All account will be maintained by the contractor for all such items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor excepting an amount of 20% allowable against wastage for packing wood only.

- 40.15 The contractor shall hand over all parts/ materials remaining extra over the normal requirement with proper identification tags to the concerned BHEL Engineer.
- 40.16 Contractor shall also ensure that lifting heavy equipment such as generator rotor, stator, Main inlet valve, shafts etc. shall be done strictly in accordance with drawing given for the purpose and using of lifting tackles supplied for the purpose. Wherever required rubber/ leather pads shall be given between the slings and the machined parts to avoid any damages, scratches to the machined surface. Contractor shall cover bearing journals with grease and cloth as per direction of engineer to avoid damages to the surface.
- 40.17 As per the erection requirement contractor shall deliver material to powerhouse/ work site. The maximum care has to be taken during that time of loading the material at storage area, transportation and unloading at powerhouse. No untoward damage should occur to the material at that time. Any loss of item/ damages shall be to the contractors account.

41.0 PRESERVATION OF COMPONENTS

- 41.1 After taking delivery from BHEL/ customer/ transporter of manufacturing units/ customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.
- a) Items stored outdoors shall be blocked up above the ground suitably
 - b) Generator stator, poles, insulating materials, valves, electrical equipment, control equipment and instruments, rubber items etc. shall be stored indoors in warehouse provided by BHEL/ its Client. Windings shall be kept dry by use of external heat or space heaters.
 - c) Bearings and other wearing surfaces of plant materials shall be protected against corrosion and kept clean.
 - d) Insulation materials shall be stored indoors/ protected against getting wet.
- 41.2 It shall be the responsibility of the contractor to apply preservatives/ touch up paints (primer) on equipment handled and erected by him till such time of final painting. It shall be contractor's responsibility to arrange for required paints (Primer), thinners, labour, scaffolding materials, cleaning materials like wire brush, emery sheets, etc., cleaning of surface and provide one coat of preservatives/ paints (primer) from time to time as decided by BHEL engineer. The accepted rate shall include this work also. It is to be noted that such painting may have to be done as and when required till such time the final painting is carried out.
- 41.3 The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.
- 41.4 Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.

42.0 CLEANING OF EQUIPMENTS

- 42.1 The contractor shall thoroughly clean all the components before installation of the components whose surfaces are coated with protective coating and sent to site are to be thoroughly cleaned by suitable mechanical/ chemical means as per the approved procedure.
- 42.2 Contractor shall ensure that the items identified by BHEL shall be cleaned with kerosene/ petrol/ CRC before assembly and erection of the equipment. For cleaning purposes he shall use only soft cotton cloth. Contractor shall never use cotton waste for cleaning any equipment. The electrical equipment before erection shall be cleaned with dry air/ vacuum cleaner.
- 42.3 The contractor shall clean inside of all pipes and fittings from dirt, sand and loose scales, mechanically/ chemically and by air blowing before being erected. All pipe lines be thoroughly blown/ flushed. If necessary certain pipelines may have to be cleaned by acid pickling/ chemical cleaning. The procedure for the same shall be provided by BHEL. All chemicals and inhibitors shall be arranged by the contractor with in the contract. Disposal of chemical has to be carried out by the contractor at his own cost.

43.0 ERECTION

- 43.1 All works such as cleaning, checking, levelling, blue matching, aligning, assembling, temporary erection for alignment dismantling of certain equipment for checking, cleaning, surface preparation, fabrication at site, cutting, grinding, straightening, chamfering, filing, chipping, drilling, reaming, dowelling, scrapping, machining, surface grinding, shaping, fitting up welding, tube expansion etc. as may be applicable in such erection works are to be treated as incidental to erection and necessary to complete the work satisfactorily & shall be carried out by the contractor as part of the work.
- 43.2 Any fixtures, scaffolding materials, approach ladder, concrete block supports, steel structures required for temporary supporting, pre-assembly or checking, welding, lifting and handling during pre-assembly and erection shall be arranged by contractor at his cost within the finally accepted rates.
- 43.3 No members of the ladder/ structure/ platform should be cut without specific approval of BHEL. In case it is necessary to cut, the contractor shall rectify/ repair in a manner acceptable to BHEL/ customer without any additional cost.
- 43.4 The contractor shall erect scaffolding/ temporary platforms for erection. These should be of adequate capacity and shall never be over loaded. These should be replaced when not found suitable during erection work and dismantled on work completion & removed from work site.

- 43.5 Corrections like straightening of ladders, tube support plates adjustment/ removal of ovalities in pipes and opening or closing the fabricated bends of piping to suit the layout shall be considered part of the work and the contractor is required to carry out such work within finally accepted price/ rate as per instructions of Engineer.
- 43.6 The contractor shall fabricate pipes, special bends, etc. threading and welding as required and carry out the chemical cleaning of fabricated piping.
- 43.7 The servicing and realignment of skid-mounted equipment if required or if directed by BHEL shall be carried out by the contractor at no extra cost to BHEL.
- 43.8 The contractor shall completely erect & test all the piping systems, covered in the specification including sampling lines up to and including sample coolers, hangers & supports, valves & accessories in accordance with the drawings furnished. This includes all necessary bolting, welding, pre-heating, stress relieving, testing, cleaning & painting. System shall be demonstrated in condition to operate continuously in a manner acceptable to the Engineer. Welding shall be used throughout for joining pipes except where flanged screwed or other type joints are specified or shown on the drawings. All piping shall be erected true to the lines & elevation as indicated in the drawings.
- 43.9 Pipes sent in standard length shall be cut to suit the site conditions and the layouts. Tubes or pipes wherever deemed to be convenient will be sent in running lengths with sufficient bends. Bends upto 80 mm Nb may have to be fabricated at site.
- 43.10 The contractor shall ensure lowering of pipes in position with adequate precautions as to avoid any damage to either material or men. Only the anchoring points earmarked for the purpose of lowering the pipes are to be used.
- 43.11 Certain adjustments in length may be necessary while erecting pipelines. The contractor should remove the extra lengths/ add extra lengths to suit the final layout after preparing edges afresh by adopting specified heat treatment procedures, at no extra cost.
- 43.12 It is possible that a few flanges may not be matching. The contractor shall be required to cut and re-weld the same as and when required without any additional cost.
- 43.13 The contractor shall be responsible for any modifications of shop fabricated pipes prior to installation to accommodate minor site alteration in pipe routing at no extra cost.
- 43.14 All vents and drains for piping equipment covered in the scope whether shown in the drawings or not shall terminate in atmosphere and to pit as directed by BHEL.
- 43.15 Wherever piping erected by the contractor is connected to equipment/ piping erected by the other agencies the joint at the connecting point shall be the responsibility of the contractor of this specification.
- 43.16 Normally the valves will have prepared edges for welding. But, if it becomes necessary, the contractor will prepare new edges or recondition the edges by grinding or chamfering to match the corresponding tubes and pipes. All fittings like 'T' pieces, weld neck flanges, reducers etc., shall be suitably matched with pipes for welding. The valves will have to be

checked, cleaned or overhauled in full or in part before erection after chemical cleaning and during commissioning.

- 43.17 The contractor shall be responsible for correct orientation of all valves so that seats, stems & hand wheels will be in desired location. It is the responsibility of the contractor to obtain the information regarding orientation of valves not fully located on drawings before the same are installed.
- 43.18 Suspension for piping, etc., will be supplied in running lengths, which shall be cut to suitable sizes and adjusted as required.
- 43.19 The adjustment of all supports erected for maintaining the proper slopes of piping wherever required is also included in the scope of the contractor.
- 43.20 No temporary supports should be welded on the piping. In case of absolute necessity prior approval should be taken from BHEL Engineer. In such cases heat treatment if required, shall be carried out by the contractor as part of subject work.
- 43.21 All supports and anchors shall be installed as per drawing to obtain safe and reliable and complete pipe installation as per instructions of Engineer. Any additional support as called for by Engineer shall have to be fabricated and provided by the contractor. The raw materials required for fabricating such supports shall be arranged by BHEL.
- 43.22 Contractor shall install piping in such a way that no excessive or destructive expansion forces exist under any condition.
- 43.23 The contractor shall carry out the tightening of the field bolts on the equipment and piping covered under this specification by using either the calibrated torque wrench method or the turn of part method. The methods used, the tools and the equipment deployed shall be subject to the approval of Engineer. All the torque wrenches shall be calibrated at the start of each days work and at least once during the day. The bolting work shall be carried out by the competent technicians.
- 43.24 The contractor shall ensure that all supporting elements, anchors & restraint have been installed and adjusted in accordance with the drawings / sketches & other written instructions of the Engineer.
- 43.25 Layout of small bore piping as required shall be done as per site requirement. Necessary sketch for routing these lines should be got approved from BHEL by the contractor. There is a possibility of slight change in routing the above pipe lines even after completion of erection or from aesthetic point of view which should be carried out at no extra cost.
- 43.26 All the valves, including motorised valves, flap valves, etc. shall be serviced and lubricated to the satisfaction of Engineer before erecting the same and during pre-commissioning also. Welding or jointing of extension spindle for valves to suit the site conditions and operational facility shall be part of erection work within the quoted rates.
- 43.27 Additional platforms and ladders of permanent nature incidental to the job for approaching different equipment/ valves as per site requirement, which may not be indicated in

drawings, shall be fabricated and installed by the contractor. The materials required will be supplied by BHEL free of cost.

43.28 Erection and welding of necessary instrumentation tapping points, valves to be provided on equipment, auxiliaries and pipe lines covered within the scope of this specification, will also be the responsibility of the contractor and will be done as per the instructions of BHEL Engineer at no extra cost.

43.29 All the items will be supplied in pieces/ loose and are to be assembled bolted and welded at site. Contractor has to work as per the drawings and instruction issued at site for erection and testing purposes. Weights for handling and erection in the **Annexures** are indicative only. **No claim will be entertained on account of variations in weights or change from conventional design e.g from bolted to welded connections and vice versa, increase in number of pieces etc. The bidders should take care of this point while quoting lumpsum price for subject works for handling and erection works.**

44.0 WELDING, HEAT TREATMENT, RADIOGRAPHY AND OTHER NON-DESTRUCTIVE TESTING

44.1 The equipment and piping shall be erected in conformity with the provisions of standard/ specification and as may be directed by BHEL. The method of welding (arc, gas, TIG, MIG or other method) may be indicated in the detailed drawings/ schedules. BHEL Engineer will have the option of changing the method of welding as per site requirements.

44.2 Welding being a special process, all-welding shall be carried out by skilled and experienced welders holding valid certificates as per requirements of ISO 9000. The certificate shall be checked by BHEL/Customer before allowing the welders to be engaged on welding. BHEL at its own discretion may ask any or all welders to under go welder Qualification Test as per Standard Procedure in accordance with requirements of ISO 9000 and as per welding manual of BHEL. **The deployment of qualified welders and subsequent site testing of requisite numbers of welders shall be one of the prerequisite of contractors site mobilisation completion.**

44.3 All welders including tack welder, structural and pipe welder shall be tested as per ASME section IX and approved by BHEL Engineer before they are actually engaged on work though they may possess the certificate. BHEL reserves the right to reject any welder if the welder's performance is not found to be satisfactory. The contractor in Performa given by BHEL Engineer shall maintain the records of qualification of welders. All the welders qualified for the work will be issued an identity card by BHEL Engineer and welder will keep the same with him at work place.

44.4 BHEL Engineer may stop any welder from the work if his performance is unsatisfactory for any technical reason or if there is a high percentage of rejection of joints welded by a particular welder which, in the opinion of the Engineer will adversely affect the quality of the welding though the welder has earlier passed the tests prescribed by Engineer. The welder's having passed qualification tests does not absolve contractor of contractual obligation to continuously check the welder's performance.

- 44.5 Faulty welds caused by the poor workmanship shall be cut and re-welded at the **contractor's expenses including cost of materials**. The Engineer prior to any repair being made shall approve the procedure for the repair of defective welds. Radiography or any other NDT on completed field welds shall be conducted as per drawings or instructions of BHEL engineer.
- 44.6 The contractor shall carry out the root run welding of all piping, valves, instrumentation, tapping points etc. by TIG/ SMAW / MIG welding process. The contractor shall have to carry out full TIG welding of butt weld joints of tubes /pipes of lesser thickness if required. During the root runs of stainless steel joints, the contractor shall before and during welding have to purge the pipes with inert gas in case of stainless steel. All arrangements required for the above shall be the responsibility of the contractor at no additional cost.
- 44.7 All charges for testing of contractor's welders including consumables for welding / destructive and non destructive tests conducted by BHEL at site or at laboratory shall have to be borne by the contractor only. The test coupons raw material will be supplied by BHEL free of cost.
- 44.8 The regulators used on welding machines shall be calibrated before putting these into use for work. Periodic calibration for the same shall also be arranged by the Contractor at his cost.
- 44.9 Only **BHEL approved electrodes and filler wire** will be used. All electrodes shall be baked and dried in the electric electrode-drying oven to the required temperature for the period specified by the Engineer before these are used in erection work. All welders shall have electrodes drying portable oven at the work spot. The electrodes brought to the site will have valid manufacturing test certificate. The test certificate will have co-relation with the lot No. /batch No given on electrode packets. No electrodes will be allowed to be used in the absence of above requirement. The thermostat and thermometer of electrode drying oven will be also calibrated and test certificate from Govt. approved / accredited test house traceable to National / International standards will be submitted to BHEL before putting the oven in use. Periodical calibration for the same shall also be arranged by the contractor within the finally accepted rates.
- 44.10 All butt / fillet welds shall be subject to dye penetration test as per drawing and document requirement and have to be carried out as per the instructions of the engineer within the quoted / finally accepted rates for this contract .
- 44.11 The contractor shall maintain a record in the form as prescribed by BHEL of all operations carried out on each weld and maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat temperature, radiographic results, rejection if any, percentage of rejection etc. and submit copies of the same to the BHEL Engineer as required. Interpretation of the BHEL Engineer regarding acceptability or other wise of the welds shall be final. All site welding joints shall be subject to acceptance by BHEL Engineer
- 44.12 All welds shall be painted with anticorrosive red oxide paint once radiography and stress relieving works are over. Necessary consumables and scaffolding etc. including paints shall be provided by contractor at his own cost.

- 44.13 The contractor shall carry out the edge preparation of weld joints at site in accordance with the details acceptable to BHEL. Wherever possible machining or automatic flame cutting will be allowed only wherever edge preparation otherwise is impractical. All slag's / burrs shall be removed from cuts and all the hand cuts shall be ground smooth to the satisfaction of engineer.
- 44.14 Pre-heating, radiography and other NDT tests, post heating and stress relieving after welding of tubes, pipes, including attachment welding wherever necessary, are part of erection work and shall be carried out by the contractor in accordance with the instructions of Engineer. All equipment and consumables essential for carrying out the above process shall be arranged by contractor at his cost.
- 44.15 Contractor shall arrange all necessary stress relieving equipment with automatic recording devices. Also the contractor shall have to arrange for labour, heating elements, thermocouples, etc. insulating materials like asbestos cloth, ceramic beads, asbestos ropes etc. required for heat treatment/ stress relieving operations. Temperature shall be measured by thermocouple and recorded on a continuous printing type recorder. All the recorded graphs for heat treatment works shall be the property of BHEL. The contractor has to provide thermal chinks, temperature recorders, thermocouple attachment units, graphs sheets, etc. for checking within the finally accepted rates. All stress relieving equipment will be used after due calibration and submission of test certificate to BHEL. Periodic calibration from Govt. approved / accredited Test Houses traceable to National / International standards will also be arranged by the contractor for such equipment at his cost. The contractor shall obtain the signature of BHEL Engineer or his representative on the chart of the recorder after setting up the weld joints for heat treatment operation prior to the starting..
- 44.16 The contractor shall also be equipped for carrying out other NDT like DP/ MPI / UT etc. as required as per welding schedule/ drawings within the finally accepted price/ rates.. Necessary help including surface preparation and scaffolding required for conducting all the shall be rendered by contractor at his own cost.
- 44.17 The technical particulars, specification and other general details for NDT work shall be in accordance with ASME, ISO or as specified by Drawings and Manuals of BHEL / ADHPL.
- 44.18 Low speed high contrast, fine grain films (D-7 or equivalent) in 10cm. width only be used for weld joint radiography. Film density shall be between 2.0 to 4.0.
- 44.19 Iridium - 192 shall be used by contractor for radiography work. The geometric unsharpness shall not exceed 0.05 mm. Taking adequate safety precautions shall be the responsibility of the contractor while carrying out radiography. Necessary safe guards required for radiography (including personnel from BARC) shall be arranged by contractor at his own cost.
- 44.20 All radiographs shall be free from mechanical, chemical or process marks, to the extent they should not confuse the radiographic image and defect finding. Penetrameter as per ASME or ISO must be used for each exposure.

- 44.21 Lead numbers and letters are to be used (generally 6mm size) for identification of radiographs. Contract no., joint identification, source used, welder's identification and SFD are to be noted down on paper cover of radiograph.
- 44.22 Lead intensifying screens for front and back of the film should be used as per the above referred ASME specification.
- 44.23 The joint is to be marked with permanent mark A, B, C, etc. to identify the segments. For this a low stress stamp shall be used to stamp the pipe on the down stream side of the weld.
- 44.24 For multiple exposure, an overlap of about 25 mm of film should be provided.
- 44.25 Radiography personnel with sufficient experience and certified by M/s BARC as Radiographer for conducting radiographic tests in accordance with safety rules laid down by Division of Radiological protection only have to be deployed. These personnel should also be registered with BARC for film badge service.
- 44.26 All arrangements for carrying out radiography work including dark room with air conditioner/ blower and other accessories shall be provided by contractor within the space allotted for office at his cost. As an alternative the contractor may deploy an agency having all above facilities and who are duly approved / accredited by BARC and/or other Regulatory authorities. Detailed particulars of such agencies will be submitted and got approved by BHEL Engineer before the actual deployment of agency for radiography work.
- 44.27 The contractor shall have a dark room fully equipped with radiography equipment, film (unexposed), chemicals and any other dark room accessories such as Airconditioner/ Blower etc. There should be adequate number of radiography personnel with sufficient experience and certified by M/s BARC as Radiographer for conducting radiographic tests in accordance with safety rules laid down by Division of Radiological protection. These personnel should also be registered with BARC for film badge service.
- 44.28 Contractor shall note that 100% radiography will be done at the initial stages on all the welding joints as specified in the drawings. Subsequently radiographic inspection will be done on the basis of quality of welding. However minimum percentage of joints to be radiographed shall not be less than the requirement of BHEL welding schedule. The percentage may be increased depending upon the quality of joints and at the discretion of BHEL. Radiography on LP piping joints is not envisaged. However other NDT test as called for in the FQP including LPI, MPI and HT will have to be carried out.
- 44.29 All the Radiographs shall be properly preserved and shall become the property of BHEL.
- 44.30 Since radioisotopes are being used, all precautions and safety rules as prescribed by BHEL/BARC/ Customer shall be strictly followed. BARC certificate/permission letter to be provided before taking up the work.

- 44.31 Radiography of joints shall be so planned after welding that the same is done either on the same day or next day of the welding to assess the performance of HP welders. If the performance of welder is unsatisfactory, he shall be replaced immediately.
- 44.32 Wherever radiographs are not accepted, on account of bad shot, joints shall be re-radiographed and re-shots submitted for evaluation. Radiographs shall be taken on joints after carrying out repairs. However, if the defect persists after first repair, as per radiograph, carrying out radiography shall be repeated till the joint is made acceptable. In case the joint is not repairable, the same shall be cut, re-welded and re-radiographed at contractor's cost.
- 44.33 If the contractor does not carry out radiography work due to non-availability of source / film / chemical / operator etc., BHEL will get the work done departmentally or through some other agency at the risk and cost of the contractor.
- 44.34 Heat treatment and radiography may be required to be carried out at any time (day and night) to ensure the continuity of the progress. The contractor shall make all necessary arrangements including labour, supervisors/ Engineer required for the work as per directions of BHEL.
- 44.35 The contractor shall assist BHEL Engineer in preparing complete field welding schedule/procedure for all the field welding activities to be carried out in respect of piping and equipment erected by him involving high pressure welding at least 30 days prior to the scheduled start of erection work at site. Such schedules shall be strictly adhered to by the contractor.
- 44.36 The radiography may be required to be carried out at any time (day and night) to ensure the continuity of the progress. The contractor shall make all necessary arrangements including labour, supervisors/ Engineer required for the work as per directions of BHEL.

45.0 TESTING, PRE-COMMISSIONING, COMMISSIONING AND POST-COMMISSIONING.

- 45.1 On completion of erection of equipment, the contractor shall get the equipment checked up by the Owner (M/s AD HPL) and their deputed supervisors, specialists concerned with the particular item of work. The testing of various equipment will be carried under the supervision of BHEL/ with the assistance of the Contractor in the manner decided by and in the presence of the owner and other authorised supervisors concerned, and to their entire satisfaction. On completion of these preliminary checks by the equipment supplier, the contractor shall make the equipment ready for conducting the test. The contractor shall rectify all defects found during the checking / testing as directed by the BHEL/ Owner to ensure satisfactory operation of the equipment.
- 45.2 The contractor shall carry out the required tests as instructed by BHEL using contractor's own consumables, labour and scaffoldings.
- 45.3 All the tests shall be repeated till all the equipment satisfy the requirement / obligation of BHEL at various stages. Contractor shall also carry out repair of all the welded joints (site and suppliers) failed during testing.

- 45.4 The scope of testing activities cover installation of all necessary temporary piping, supports, valves, blanking, pumps, tanks etc. and other accessories with access platforms valves, pressure gauges, electric cables, switches, cutting of some of existing valve, placing of rubber wedges in the valves etc., required for hydro test, chemical cleaning, or for any other tests as the case may be and will carry out above activities under this scope of work as per instructions of BHEL. The scope also covers the off site disposal of effluents.
- 45.5 For testing of distributor the necessary test pump and bulk heads shall be supplied by BHEL. Any other item which may be required additionally shall be arranged by contractor. The necessary bulk heads etc for testing of piping system including hardware shall be arranged by the contractor within his scope of work.
- 45.6 It shall be the responsibility of the contractor to provide various category of workers in sufficient numbers along with Supervisors including necessary consumables, T&Ps, IMTEs etc., and any other assistance required during testing of equipment and attending any problem in the equipment erected by the contractor till handing over. Association of BHEL's/ Client's staff during above period will not absolve contractor from above responsibilities.
- 45.7 It shall be specifically noted that the above employees of the contractor may have to work round the clock along with BHEL Engineers and hence overtime payment by the contractor to his employees may be involved. The contractor's finally accepted rates/ price shall be inclusive of all these factors also.
- 45.8 In case, any rework is required because of contractor's faulty erection which is noticed during testing, the same has to be rectified by the contractor at his cost. If any equipment/ part is required to be inspected during testing, the contractor will dismantle /open up the equipment / part and reassemble / redo the work without any extra claim.
- 45.9 During testing, opening/ closing of valves, changing of gaskets, realignment of rotating and other equipment, attending to leakage and adjustments of erected equipment may arise. The finally accepted price shall also include all such work.
- 45.10 The contractor shall make all necessary arrangements including making of temporary closures on piping/ equipment for carrying out the hydro test on al piping equipment covered in the specification at no additional cost.
- 45.11 In case any defect is noticed during tests such as loose components, undue noise or vibration, strain on connected equipment etc., the contractor shall immediately attend to these defects and take necessary corrective measures. If any readjustment and realignment are necessary, the same shall be done as per Engineer's instructions including repair, rectification and replacement work by the contractor at his cost. The parts to be replaced shall be provided by BHEL.
- 45.12 The contractor shall carry out cleaning and servicing of valves prior to testing of the equipment under his scope. A system for recording of such servicing operations shall be developed and maintained in a manner acceptable to BHEL Engineer to ensure that no

valves are left un-serviced. Wherever necessary as required by BHEL Engineer, the contractor shall arrange to lap / grind valve seats.

45.13 Cleaning & servicing of all the filters/ strainers, toppings of oils coming in the system shall be done by the contractor within the accepted price.

45.14 At the time of each inspection, the contractor shall take note of the decisions / changes proposed by the Engineer and incorporate the same at no extra cost.

46.0 PROGRESS REPORTING

46.1 Contractor is required to draw mutually agreed monthly erection programmes in consultation with BHEL well in advance. Contractor shall ensure achievement of agreed programme and shall also timely arrange additional resources considered necessary at no extra cost to BHEL

46.2 Weekly progress review meetings will be held at site during which actual progress during the week vis-a-vis scheduled programme shall be discussed for actions to be taken for achieving targets. The programme for subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/ revise his work programme to meet the overall requirement. All quality problems shall also be discussed during above review meetings. Necessary preventive and corrective action shall be discussed and decided upon in such review meetings and shall be implemented by the contractor in time bound manner so as to eliminate the cause of non-conformities.

46.3 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumables (gases/ electrodes) report and other reports as per Performa considered necessary by the Engineer.

46.4 The progress report shall indicate the progress achieved against planned, with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original programme and the slippage's do not accumulate and effect the overall programme.

46.5 The daily manpower reports shall clearly indicate the manpower deployed with specialisation, category wise specifying also the activities in which they are engaged.

47.0 DRAWINGS AND DOCUMENTS

47.1 The detailed drawings, specifications available with BHEL engineers will form part of this tender specification. These document will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place.

47.2 Necessary drawings to carry out the erection work will be furnished to the contractor by BHEL on loan which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.

47.3 The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings/ data/ documents and removal of obsolete ones from work place and returning to BHEL.

47.4 The data furnished in various annexures enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work.

47.5 Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.

47.6 Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

48.0 TAXES AND DUTIES

48.1 TDS under Income Tax, Sales Tax, VAT etc, if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.

48.2 Price quoted shall be inclusive of all taxes except service tax. The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount.

With introduction of Cenvat credit rules 2004 which came into force w.e.f. 10.09.2004, excise duty paid on input goods including capital goods used for providing the output service and service tax paid on input service can be taken credit of against the service tax payable on output service. **As such, while offering the rates, the contractors may take into account the benefit of above provisions as the cost of input to contractors will be the cost net of excise duty and service tax and adjust their offer price accordingly to make it more competitive.**

48.3 In VAT applicable States, "Tax Invoice" if required under the relevant State VAT law shall be submitted alongwith other compliances as per concerned VAT Act.

48.4 Contractor shall get his organization registered with concerned sales tax/VAT authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The sales tax/VAT registration for this contractor shall be

forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for sales tax/VAT with Govt. Authorities he must quote his registration no, while submitting their tender.

48.5 Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.

49.0 EXTRA WORK:

49.1 BHEL may consider for payment of extra works on manhour basis @ Rs.30/- (Rupees Forty only) per manhour only for such of those works which:

- a) Require major revamping or rework and which are totally unusual to normal erection work.
- b) Require rectification / modification for improvement in the design during testing/ commissioning,
- c) Requiring fresh fabrication of components in place of rejected/ replaced components.

49.2 The rates indicated as above, shall include over time, if any, consumables, supervision, use of tools and tackles and other site expenses and incidentals.

49.3 The extra works, if any, shall be carried out by a separate gang or beyond working hours which can be identified for certification of man-hours. Logbook should be maintained and should be signed jointly by the contractor's representative and the BHEL Engineer on day to day basis. However, signing of log book does not necessarily mean acceptance of the extra works which would be identified by Engineer whether work is covered in one of the above categories. Only those works and man-hours, which are certified by the BHEL Engineer-in-charge, will be considered for payment. The decision of BHEL in this regard shall be final and binding on the contractor.

50.0 RATE SCHEDULE

50.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

50.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation/ clarification etc. are liable to be rejected. No cutting/ erasing / over writing shall be done.

50.3 Contractor's total quoted price as per rate schedule will be taken as tentative only. The contractor undertakes to handle actual quantities as per advice of BHEL Engineer and accordingly the final contract price shall be worked out on the basis of quantities actually handled at site and payments will also be regulated for the same. Quantities mentioned

in the rate schedules are approximating only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity. **However in case of over all variation in Contract value (as indicted in LOI), beyond minus 30%, the contractor will be eligible for compensation as per the following provision:**

“The total executed value shall be raised by 10 % subject to the condition that the total value of work executed plus increase as above shall be limited to 70 % of the awarded contract value”

Tenderers are required to take above into account while quoting. The tenderer confirms that unit rates quoted above takes care of such variation during execution stage.

- 50.4 The tenderer is also required to quote for all OPTIONAL items of the rate schedule as the same may be operated according to site conditions and entirely at the discretion of BHEL during the execution of contract. No compensation for non-operation of these OPTIONAL items and getting work done through other agency for optional items, shall be payable to the contractor.
- 50.5 Rates for optional items shall not be considered for evaluation of tender.

51.0 INSTRUCTIONS TO TENDERER

- 51.1 Offers received without data/ information required to be submitted under tender clauses- 11.1 to 11.11 are liable to be rejected. Documentary evidences should duly support all these data/ information.
- 51.2 No deviations to the tender conditions will normally be accepted.
- 51.3 The tenderers are advised to actually visit the site and fully acquaint themselves with site conditions, location of stores, transportation routes, Local taxes, toll charges and levies, local labour minimum wages & prevailing wage agreements at site, quantum of work etc. before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarisation of site conditions. Once the tenderer has quoted for the work, it is implied that he has ascertained various site condition and NO CLAIM whatsoever will be entertained by BHEL on any such account.
- 51.4 The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorised responsible officer who should hold a valid power of attorney for the purpose of the contract. Any or order or instruction of the Engineer or his duly authorised representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.
- 51.5 Contractors names have to be approved by customer(ADHPL)

51.6 LIQUIDATED DAMAGES (LD)

- 51.6.1 For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.

51.7 SECURITY DEPOSIT

- 51.7.1 The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed on Page No. 34(a) of the GCC;

For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.

51.8 OTHERS

- 51.8.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 51.8.2 The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
- 51.9 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids and acceptance of customer. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

51.10 Unsolicited rebate/discount shall not be accepted after bid opening.

- 52.0 **PRICE VARIATION :-** This is a firm price contract. As such, awarded rates shall remain firm through out the execution of the contract including the extended period, if any.

**SPECIAL CONDITIONS OF CONTRACT
FOR 2X96 MW ALLAIN DUHANGAN HEP**

SECTION III-B

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SPECIAL CONDITIONS OF CONTRACT

SECTION III-B

53.0 SCOPE OF WORK

53.1 Scope of these specifications cover complete work of;

(A) Complete material handling at site which includes unloading of all the incoming material of all packages including packages not in erection scope of PSNR but in scope of Bhopal and other groups of BHEL, by truck/ trailer/ carriers, reporting damages, providing necessary help in insurance claim lodging (Insurance in BHEL customer's scope), shifting of material to open/ closed storage yards, proper storing and stacking, material verification and shortage reporting, material preservation as per instructions. On receipt of demand for material from erection site, loading of material on truck/ trailer/ carriers, transporting the same to powerhouse/ erection place. The total material to be handled shall be approximately **1800 MT** but the contractor shall have no extra claim in the event of reduction of quantity of material. The details of total materials to be handled shall be as per **Annexure-I**. Accordingly the bidders are required to quote their rates against item No. 2 of rate schedule. **(some material/equipment shall be unloaded near stores/service bay by EOT crane/Mobile cranes. However Preservation and record keeping of same shall be in this scope of work)**

S no	Discription of Equipments
1	Hydro Turbine and Auxiliaries
2	Hydro Generator and Auxiliaries
3	Static excitation system and DVR
4	Control and Monitoring system
5	Governing Control system and Auxiliaries
6	Spherical valve and accessories
7	HP & LP Compressed Air system
8	Cooling Water System
9	Protection systems
10	Documents & Records(films/movies/photographs)
11	Spares as identified in Annexure 'A'

(B1) Indenting and identifying material in store, transport of materials from stores to site of work, receiving, handling & rehandling of materials in service bay / at erection site, levelling, matching, assembly, fabrication, erection, alignment, welding, NDT (DPT, Radiography, UT etc.), Material Reconciliation, any other works and testing / Commissioning to complete the work **till handing over of first stage embedment and piping, Distributor, turbine housing and associated embedded piping of 2X96 MW**

AD HEP stage II of Allain Duhangan Hydro Power Limited (ADHPL) in Distt kullu of Himachal Pradesh.. Details of the major works are as under:

- i) Assembly, welding, erection including NDT of foundation plates, Lower pit liner including exterior and interior painting. Installation, welding, pressure testing of the associated embedded pipes, drainage boxes etc.
- ii) Assembly, welding, erection including NDT of foundation plates, Distributor members including exterior and interior painting.
- iii) Hydraulic testing of Distributor
- iv) Installation of turbine housing
- v) Cutting/ welding of reinforcement bars wherever required.
- vi) Plugging/ welding of concrete holes used for pressure grouting after embedments of lower pit liner.
- vii) Any other works to complete the erection/ installation of lower pit liner, embedded piping, Distributor and turbine housing.

(B2) Indenting and identifying material in store, transport of materials from stores to site of work, receiving, handling & rehandling of materials in service bay / at erection site, levelling, matching, assembly, fabrication, erection, alignment, welding, NDT (DPT, Radiography, UT etc.), testing / Commissioning & Trial run operation, Material Reconciliation, any other activity to complete the work till handing over of **Pelton Turbines, governors, Spherical Valves, Generators, Generator Fire Protection System, Excitation systems, control & monitoring systems, , Protection System, Mechanical auxiliaries such as cooling water, HP & LP compressed air system** of 2 x 96 MW ALLAIN DUHANGAN HEP. Details of the major equipment under scope of works are as under:

S no	Discription of Equipment
1	Hydro Turbine and Auxiliaries
2	Hydro Generator and Auxiliaries
3	Static excitation system and DVR
4	Control and Monitoring system
5	Governing Control system and Auxiliaries
6	Spherical valve and accessories
7	HP & LP Compressed Air system
8	Cooling Water System
9	Protection systems

53.2 The equipment and piping shall be erected in conformity with the provision of standard/ specification and as may be directed by BHEL. The method of welding (Arc, gas, TIG, MIG/MAG or other method) may be indicated in the detailed drawing/ schedules. BHEL engineer will have option of changing the method of welding as per site requirements.

53.3 On the discretion of BHEL site engineer, some of the material can be directly unloaded in the powerhouse/work site. Contractor shall keep record of the same. For such works contractor shall be paid under Material-handling package as per the sub item (ii) of the item (I) of Rate schedule of (B)

- 53.4 EOT cranes of suitable capacities are being installed by ADHPL. The EOT cranes shall be provided free of hire charges and on sharing basis. The AMC and day-to-day routine maintenance of the cranes shall be carried by ADHPL .
- 53.5 Construction drawings and documents shall be provided at site to the successful bidder for erection of work:
- 53.6 Details with weights & Dimensions of Major equipment supplied by BHEL to be assembled, installed, tested under this scope are given in **Annexure-I** . However, changes in design may occur as is usual for which no compensation will be payable and contractor shall complete the entire work as detailed in the tender specifications within finally accepted rates/ prices.
- 53.7 The EOT crane shall not be available for the erection of (PG201) lower pit liner and first stage embedment / piping. Similar will be the case for few items of PG 202. The contractor has to carry out the works manually or by his own T&Ps within the scope of work.**

The contractor under this contract shall also provide Exclusively to BHEL free of cost services for a total 160 man months as detailed in clause 34.5. The above manpower is in addition to the manpower being arranged for material management at stores, erection and commissioning jobs.

54.0 FINISH PAINTING

- 54.1 Primer painting wherever peeled off or damaged or if required is to be carried out after thoroughly cleaning of all dirt, rust, scales, grease, oils and other foreign materials by wire brushing, scrapping, any other method as per requirement of BHEL and the same being inspected and approved by the engineer before painting. Bare surfaces / unpainted surfaces shall be provided with two coats of suitable primer. The gas cut stubs / weld seams would require to be cleaned / ground before painting. After applying the primer paints all the equipments / items shall be finished with two coats of enamel paint or any other paint as issued by BHEL. The exterior surface may have to be cement / coal tar painted as directed by BHEL
- 54.2 As the equipment/ items are to be spray painted, the contractor shall make arrangements of the required equipment for spray painting. Spray painting at the job/ site shall be permitted only items approved by the owner / Engineer.
- 54.3 While the primers and paints will be issued by BHEL as free issue item, all tools and other consumables including scaffolding materials required for finish painting shall be supplied by contractor within their quoted rate.

55.0 FACILITIES TO BE PROVIDED BY BHEL/ CONTRACTOR

- 55.1** BHEL / shall provide limited open space for site office and store free of rental charge. It is the responsibility of the contractor to construct temporary sheds for his use, and to

dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.

- 55.2** BHEL shall not provide space for labour colony. Contractor shall have to build his own colony/ quarters for his workmen/ staff on his own land or can take housing on rental basis in nearby places. Contractor shall be responsible for providing all necessary facilities to staff and workmen like construction of residential accommodation with electricity & water inside the rooms, proper sanitation, transport, medical facilities etc. at his own cost as required under various labour laws and statutory rules and regulations. **While providing these facilities, the contractor must keep in view the extreme cold conditions expected esp. during winter.**
- 55.3 The contractor shall submit to BHEL his electrical power requirements. BHEL shall provide supply of construction power at 415V, 3 Phase each at one point in Power House and stores to enable smooth execution of works. Contractor at his cost shall do further distribution. Electricity for the purpose of Erection & Commissioning and in stores shall be charged to the Contractor on the prevailing charges as charged to BHEL (Present charges are @ Rs 4.5 per unit) by BHEL's Customer. All wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connecting supply. One DG set provided by BHEL shall be installed, Operated (including supply of diesel) and maintained by the contractor at his own cost.
- 55.4 The contractor shall have to arrange the water for construction purpose by himself for powerhouse and stores. Any further distribution will also be the responsibility of the Contractor as a part of his work.
- 55.5 Provision of distribution lines of electrical power from the central points to the required place with proper distribution boards observing the safety rules laid down by the electrical authorities of the state shall be done by the contractor, supplying all the materials like cables, distribution board, switch boards, TPN, CBS, ELCBS/ MCCBS/ Copper/ Brass clamps, copper conductor, change over switches pipes etc. at his own cost. If any failure is caused in supply of the power and water, it is the responsibility of the contractor to make alternate arrangements at his cost. The contractor shall adjust his working shifts / hours accordingly and deploy additional manpower if necessary so as to achieve the targets.
- 55.6 In case of power cuts/ load shedding no compensation for idle labour or extension of time for completion of work will be given to contractor.
- 55.7 Adequate lighting arrangement such as flood lights, hand lamps and area lighting shall be arranged by the contractor at the site of construction, storage area etc within finally accepted rates.
- 55.8. On completion of work or as and when required by BHEL, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and levelled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, the Engineer will be done it and expenses incurred shall be recovered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.

56.0 TIME SCHEDULE

- 56.1** The contractor is required to commence the work within 15 days from the date of issue of letter of intent unless BHEL decides to fix any other later date. However, BHEL Engineer will certify the actual date of start of work after adequate mobilisation of manpower, T&Ps and other pre-requisites as stated in the contract.

However, it may be noted that the scope of work consists of material handling of all items dispatched from BHEL Manufacturing units, and their vendors as detailed in clause 53.1A, erection of I stage embedment and foundation parts PG 201, erection of II stage PG 202 and subsequent erection, testing of Pelton type turbine and generator and auxiliaries as detailed in clause nos. 53.1B1 and B2 above. While material handling work is expected to commence immediately, work of erection of I stage embedment and foundation parts PG 201, erection of II stage PG 202 and subsequent erection, testing of Pelton type turbine and generator and auxiliaries will be taken up in phases depending on availability of fronts from customer. Bidders are advised to note this and quote accordingly. No additional charges/compensation will be paid by BHEL on this account.

- 56.2** Entire work as detailed in the tender specifications shall be completed within 19 months from the date of start of material handling/ erection work.

- 56.3 The work under the scope of this contract is deemed to be completed in all respects, only when the contractor has discharged all the responsibilities laid down in the contract. The decision of BHEL on completion date shall be final and binding on the contractor.

- 56.4 Efficiency tests shall be carried out within 2 months of commissioning. The contractor shall provide assistance by providing required manpower.

- 56.5** Since this is a fast track project, depending on the progress of the project, the contractor may be required to prepone the milestones by one month for which no additional compensation will be admissible. The contractor should take note of this requirement and plan his resources accordingly.

57.0 OVER RUN

- 57.1 In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, the contractor shall not be entitled for any over run compensation for a period of two months after the contractual completion date. In case the scheduled completion time gets extended beyond two months as stated above, the contractor shall be considered for payment of fixed over run charges @ Rs. 75,000/- PM (Rupees seventy five thousand per month only) on receipt of advance notice intending to claim over run & on fulfilment of following condition:-

- a) The reasons for delay in completion of work are not attributable to contractor but however subject to the provisions of clause – 31.
- b) The targets fixed during the over run period are achieved by contractor.

- 57.2 Once the claim of over run charges is admitted no other compensation whatsoever (like for delays in receipt of materials, availability of fronts etc.) will be entertained.
- 57.3 The contractor shall maintain sufficient work force and other resources required for completion of the job expeditiously for the entire contractual period including total extended period.
- 57.4 The over run charges shall be applicable with the completion of material handling packages works. If the reason not attributable to the contractor the works of erection/ installation gets extended beyond the stipulated total period, the over run charges may also be considered for these works.

58.0 INSURANCE

- 58.1 All equipment will be insured by M/s ADHPL up to the time of completion of their erection, testing and commissioning within the comprehensive MCE policy. The MCE policy so taken shall have provisions for deductible franchise of 5% of the claim amount with a minimum value of Rs. 15,000/- during erection and Rs. 40,000 during testing. Subject to provisions of GCC clause No. 29.0 the deductible franchise shall be borne by contractor. The Contractor shall take an insurance policy for all the workmen employed by him against accidents and injuries as per the statutory requirements.

59.0 TERMS OF PAYMENT

- 59.1 The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
- 59.2 Contractor shall submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.
- 59.3 Subject to any deduction which BHEL may be authorised to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder:

(A) FOR ITEM NO. 1 OF THE RATE SCHEDULE

- I. 95% of contract rate of item No. 1 of rate schedule shall be payable as detailed in Annexure 'A' enclosed**

NOTE: Further break-up of above terms of payment, if required can be carried out at site entirely at the discretion of BHEL.

- II. Balance 5% of the contract rate of item no. 1 shall be payable as under**

- i) 2.5% of the above value shall be payable on completion of all pending work, rework wherever required, area cleaning and reconciliation of materials.**

- ii) The balance 2.5% of the above value will be payable after 3 months on contractors discharging his responsibilities as stipulated in this contract and on passing of final bill.

(B) FOR ITEM NO. 2 OF THE RATE SCHEDULE

(i) 55% of the rate shall be payable on prorata basis for material handling after the materials are safely unloaded and recorded in stocks as per BHEL practices such as GR/LWB/loading advice/box packing slip subject to furnishing of following information along with the bills as per above clause

- Proof of claim lodged with Railways/Transporters in respect of shortage/open delivery..
- Material Management forms duly/Records generated in stocks (Stock registers and computers) and certified by Engineer.

(ii) 40% of the rate shall be payable on prorata basis after safekeeping/stacking, proper verification in line with documents and records and proper preservation as per BHEL standards is ensured. Opening of cases/ repacking ,wherever necessary (with contractors own T&P and labour),submission of information as per Material management forms by contractor immediately after verification of materials as certified by Engineer. Required Performa would be supplied by site.

(C) FOR ITEM NO. 3 OF RATE SCHEDULE

95% of the rate shall be payable on prorata basis after materials are loaded in trucks/trailors from stacked area, transported and unloaded at requisite place (a) with his own arrangements (b) with EOT crane and proper handing over to erection group.

(D) FOR ITEM NO. 4 OF RATE SCHEDULE

(i) 55% of the rate shall be payable on prorata basis for material handling after the materials are safely unloaded directly in the Power House using his own labour and T&P and using the EOT crane of the Power house/Valve House and recorded in stocks as per BHEL practices such as GR/LWB/loading advice/box packing slip subject to furnishing of following information along with the bills as per above clause

- Proof of claim lodged with Railways/Transporters in respect of shortage/open delivery..
- Material Management forms duly/Records generated in stocks (Stock registers and computers) and certified by Engineer.

(ii) 40% of the rate shall be payable on prorata basis after proper safekeeping/stacking, proper verification in line with documents and records and proper preservation as

per BHEL standards is ensured. Opening of cases/ repacking ,wherever necessary (with contractors own T&P and labour),submission of information as per Material management forms by contractor immediately after verification of materials as certified by Engineer. Required Performa would be supplied by site.

(E) Balance **5%** of the value against (B), (C), & (D) above shall be payable as under

- i). 2.5% of the above value shall be payable on completion of all pending work, reconciliation of material wherever required, area cleaning etc.
- ii) The balance 2.5% of the above value will be payable after 3 months on contractors discharging his responsibilities as stipulated in this contract and on passing of final bill.

(F) **FOR ITEM NO. 5 & 6 OF RATE SCHEDULE**

(I) 95% of the unit rate shall be paid on completion of particular item.

(II) Balance 5% of the value shall be payable as under.

- a) 2.5% of the contract value shall be payable on completion of all pending works, which includes settlement of all outstanding issues, reconciliation of material wherever required, area cleaning etc.
- b) The balance 2.5% of the contract value will be payable after 3 months on contractors discharging his responsibilities as stipulated in this contract and on passing of final bill. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.

Note: Balance 5% payment in each case (except for Item No.1), shall be released after adjustment of the contract value based on actual work carried out.

ANNEXURE-II**2x96 MW ALLAIN DUHANGAN HEP**

List of T&P being provided by BHEL for use of contractor free of hire charges and ON SHARING BASIS.

S.NO.	EQUIPMENT	CAPACITY	QTY
1	Crane (Crawler)	75T	1 No.
2.	Pick & Carry Crane	14/20T	1 No.
3.	DG set	250 KVA	1 No

Notes:

- Any other special T&P and IMTE if supplied by the manufacturer will also be provided to the contractor free of hire charges as and when made available. Special tools and tackles are to be used only for the purpose for which these are meant and to be returned in good condition.
- Besides above . EOT cranes will also be provided by free of hire charges and on sharing basis.
- Other terms and conditions regarding above items shall be as per clause no. 37 (Tools & plants / IMTEs).

Annexure III**TENTATIVE LIST OF TOOLS & PLANTS FOR MATERIAL HANDLING (TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST)**

S.NO.	ITEM	QTY.(Nos.)	REMARKS
1	Fork Lift-2 T	1 no	
2	Trailor 40T/ 50 T	1 (as & when required)	
4	Truck 8/ 10T	1 no	
5	Slings (10, 16, 25, 32, 40, 50 mm)	As per requirement	
6	Pulling & Lifting machines 5T	2 no	
7	Chain Pulley blocks(2T, 5T, 10T)	1 each	
8	D-Shackles & Eye Bolt	Assorted upto 20T	
9	Hydraulic Jacks (10, 20, 50 Tons)	2 no. each	
10	Wire Ropes	As per requirement	
11	Manila Ropes	As per requirement	
12	Turn buckles & chain shackles	assorted	
13	Set of Carpenter tools	1 set	
14	Crow Bar (0.5, 1.0, 1.5 meter)	2 no. each	
15	Set of preservatives	As per requirement	

16 Torque Spanners / Wrenches As per requirement

17 All general purpose T&P As per requirement

Note:

1) The above list specifies only major T & Ps (may not be complete) to be deployed by the contractor. All additional/ other tools and plants required for timely and satisfactory completion of works/ testing etc. shall also be deployed by the contractor with in the finally accepted rates/ prices.

2) Other terms and conditions regarding above items shall be as per clause no. 37 (Tools & plants / IMTEs).

Annexure IV

**INDICATIVE LIST OF TOOLS AND PLANTS FOR ERECTION
TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN
COST**

S.NO.	ITEM/ DESCRIPTION	QTY.(Nos.)	REMARKS
1	Double end spanners upto 60mm	2 No. each	
2	Ring spanners upto 60mm	2 No. each	
3	Hammer 500 gm, 1 Kg, 2Kg, 4 Kg, 8 Kg	2 No. each	
4	Nylon/ Wooden Hammer	As required	
5	Box spanner set upto 60 mm	1 No. each	
6	Set of Slogging spanner upto 60 mm	1 No. each	
7	Torque Wrenches upto 2000 NM	1 set	
8	Impact Wrench (Pneumatic) upto 2400 NM	1 Set	
9	Chiesel 14mm, 22mm	1 No. each	
10	Hacksaw 400 mm with blades	2 nos	
11	Electrician Tool Kit	As required	
12	Soldering iron (35/ 125 Watts)	As required	
13	Plier 1", 1 1/2"	1No. Each	
14	Screw driver set	1No. Each	
15	Letter punch A-Z (10mm)	1 set	
16	Number punch 0-9 (10mm)	1 set	
17	Chain pulley block 1T, 3M	2 nos	
18	Chain pulley block 5T, 3M	2 nos	
19	Pull lift 5 T	2 nos	
20	Turn Buckle (2 T, 5 T)	4 each	
21	Mechanical Jacks (5, 10, 20, 35 T)	4 each	
22	Hydraulic Jacks (5, 10, 20T)	4 each)	
23	Gas cutting set (Acetyline Cylinder, Oxygen Cylinder cutting set with hose & regulator.	As required	
24	Brazing torch set (With oxygen, acetylene cylinder)	As required	
25	Compressed air spray painting Unit	1 No.	
26	Air hose 16mm dia.	As required	
27	Aluminium ladder 4 M legnth	2 nos	
28	Welding generator (300/ 600 A) with cable & holder	As required	

29	Air Arc Gouging Arrangement	1 no.	
30	Electrode Oven	4 nos	
31	Wire Brush	As required	
32	Flat/ round/ triangular/ square/ needle file (assorted)	1 set	
33	Oil stone / oil can	As required	
34	Allen key set (MM/ BA/ Inch size - assorted)	1 set each	
35	Crow bar (1.5M, 2.1M)	2 Each	
36	Scissor	2 nos	
37	Leather gloves / Rubber glouses/Cotton gloves	As required	
38	Goggles green	As required	
39	Mobile power boards	6 nos.	
40	Set of carpentar tools	1 set	
41	Plumb-with line dori	1 no.	
42	MIG/ TIG Welding machine with accessories	As required	
43	Angle grinder (AG7, AG9) machine	4 nos each	
44	Sander (HS7)	4 nos	
45	Straight grinder (GQ4, GQ 6)	4 nos	
46	Pneumatic straight grinders(use upto 100 mm dia)	4 nos	
47	Pneumatic Angle grinders(use upto 100 mm dia)	1 Set	
48	Flexible shaft grinder (FF2)	3 nos	
49	Portable pneumatic drill machine (upto 40 mm)	1 set	
50	Portable electric dril machine (upto 40 mm)	1 set	
51	Fire fighting equipment for A,B,C class of fires	Adequate Qty	
52	Hydraulic test pump (100 Kg/cm2)with pressure gauge	1 no	
53	Pipe bending machine for pipe upto 50 mm	1 no	
54	Bench Vice	2 nos	
55	Pipe Vice	2 nos	
56	Scraper (Flat/ triangular/ half round)	2 each	
57	First Aid Box with medicine	2 sets	
58	Centre punch	4 nos	

59	Hole Punch (assorted size)	2 nos each size	
60	Portable drilling Machine (concrete upto 40 mm)	As required	
61	Air Compressor	As required	
62	Hydraulic pump hand operated.	1 no	
Note:			
1) The above list specifies only major T & P (may not be complete in items or numbers) to be deployed by the contractor. All additional/ other tools and plants required for timely and satisfactory completion of works/ testing etc. shall also be deployed by the contractor with in the finally accepted rates/ prices.			
2) Other terms and conditions regarding above items shall be as per clause no. 37 (Tools & plants / IMTEs).			

Annexure V			
INDICATIVE LIST OF IMTE's (ELECTRICAL) TO BE ARRANGED BY THE CONTRACTOR AT HIS OWN COST			
S.NO.	ITEM	QTY.(Nos.)	REMARKS
1	Analog multimeter voltage AC/DC 2.5-2500V Current AC /DC-100mA to 10A, Resistance upto 200 Mohm	As per requirement	
2	Digital Multimeter	As per requirement	
3	Meggar hand operated 500V / 1000V 200 Mohms	As per requirement	
4	Meggar motorized 2500V / 500V 2500 00 Mohms	As per requirement	
5	Phase sequence indicator 110-450V	As per requirement	
6	Frequency meter 0-115-230-440 0-300-600A	As per requirement	
7	Tong tester	As per requirement	
8	Single phase variac 0-220 V, 8/15A	As per requirement	
9	Three phase variac 0-415, 8/15A	As per requirement	
10	Milli volt meter 600-60 mv D.C	As per requirement	
11	Rheostat 0-250 ohms 2A, 0-8 Ohms 15A, 0-8 Ohms 15A, 0-26 Ohms 5A, 0-165 ohms 2 Amps	As per requirement	
12	Hand tachometer(Digital) 0-15000 r.pm	As per requirement	
13	Function Generator - Input/ output 220V AC/ 30 V DC, 20 VA	As per requirement	
14	A.C. Voltmeter 0-75-150-300-600V	As per requirement	
15	D.C. Voltmeter 0-75-150-700-600	As per requirement	
16	A.C. Ammeter 0-5-10 Amps.	As per requirement	
17	D.C. Ammeter 0-1-2.5-5 Amp.	As per requirement	
18	Dual channel, double beam Oscilloscope 20 M HZ	As per requirement	
19	Secondary injection Kit 0 to 5 Amp	As per requirement	
20	Digital micro Ohm meter	As per requirement	
21	A.C. H.V..Test Kit 0-40 KV, 400 KVA	As per requirement	
22	Vibration Measurement equipment	As per requirement	
23	Dead weight Testser for calibration of pressure gauge.	As per requirement	
24	Wheatstonebridge.	As per requirement	
25	Kelvin's double bridge	As per requirement	
26	Partial discharge monitoring	As per requirement	
27	U.V. Recorder	As per requirement	
28	C.T.'s, 50/100/200/500 by 5A	As per requirement	
29	P.T's 3.3/6.6/11/13.8by 110 V	As per requirement	
30	D.C. Shunt, 2000A / 10 mV	As per requirement	
31	Stop watch	As per requirement	
32	Precision Thermometer	As per requirement	
33	Sound level meter, 150 db.	As per requirement	
34	Temperature measurement system with RTD Measuring stator.	As per requirement	
Notes:			

1) The above list specifies only major IMTE - Electrical (may not be complete) to be deployed by the contractor. All additional/ other IMTEs required for timely and satisfactory completion of works/ testing etc. shall also be deployed by the contractor with in the finally accepted rates/ prices.

2) Other terms and conditions regarding above items shall be as per clause no. 37 (Tools & plants / IMTEs).

3) Contractor must re-asertain /recheck range and accuracy of each IMTE from BHEL Engineer well in advance before arranging calibration / deployment of IMTE's

Annexure-VI

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE
KNOWLEDGE OF SITE CONDITIONS**

We,.....
..... Hereby declare and confirm that we have visited the project
site under the subject namely,and
acquired full knowledge and information about the **site conditions,
wage structure, Industrial climate and total work involved**. We
further confirm that the above information is true and correct and we will
not raise any claim of any nature due to lack of knowledge of site
condition.

Tenderers Name and Address

Place:

(Signature of the Tenderers with stamp)

Date:

ANNEXURE-VII**NON-DISCLOSURE AGREEMENT**

This Confidentiality Agreement is entered into _____ day of _____ 200_ between M/s. _____, a company incorporated under the Companies Act, 1956 and having registered Office at _____ / a Registered Partnership Firm / Proprietorship Firm, having place of business at _____ (hereafter referred to as the 'Recipient', which expression, unless repugnant to the context or meaning thereof shall include its successors affiliates and permitted assigns and ') PARTY OF THE FIRST PART and Bharat Heavy Electricals Limited, a Company registered under the Companies Act (hereafter be referred to as 'BHEL' which expression, unless repugnant to the context or meaning thereof shall include its successors, affiliates and permitted assigns) PARTY OF THE SECOND PART.

WHEREAS BHEL is inter-alia engaged in the engineering, design, manufacture, installation, commissioning and after market servicing of equipments and systems required for generation, transmission and distribution of energy and has developed and/or acquired valuable technical expertise and knowledge relating thereto including intellectual Property Rights;

AND WHEREAS Recipient is engaged in the _____.

AND WHEREAS BHEL wishes to seek the assistance of Recipient in _____ and has placed a binding order for the same on vide _____.

AND WHEREAS Recipient acknowledges that in the course of executing the work for BHEL, Recipient would gain access directly or indirectly to the proprietary and/or confidential information available with BHEL;

AND WHEREAS BHEL wishes to protect its proprietary and/or confidential information from any unauthorized disclosure or from any unintended use, which can be deemed prejudicial to the interests of BHEL;

AND WHEREAS the Parties hereto desire to enter into an understanding to ensure the confidentiality of any and all information disclosed by BHEL during the engagement of Recipient and to avoid any unauthorized use or rights in the information disclosed by BHEL;

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as under:

1. " Confidential Information" as used herein, shall mean any information and/or documents disclosed by BHEL (whether transmitted orally, in writing, or through any electronic medium) which relate to business, business activities, customer data & proprietary information and would include, but not be limited to, (i) trade secrets, work product, know-how, show-how, inventions, creations, designs, methods, techniques, processes and other intellectual property as well as technical information, customer information , strategies and research and development, any information, knowledge or interpretation of whatsoever nature and in whatsoever forms, including all data derived therefrom, (ii) information relating to business plans, sales, pricing financial data, or marketing plans or methods, (iii) software, applications & systems, including source code, object code and documentation & commentary related thereto, (iv) information relating to the Affiliates of BHEL one or more customers of BHEL's Affiliates, including but not limited to (a) personal information such as a customer's name, address, telephone number, account relationships, account numbers, account balances, and account histories; (b) information concerning such customers which would be considered " no public personal information"; and (c) information concerning such customers which is protected from disclosure by other applicable laws and regulations regarding privacy ("Customer Data"); (Affiliate (s)

shall mean any entity controlling, controlled by or under common control with the applicable Party. Control shall mean at least a 50% ownership interest in such entity or the ability to directly or indirectly control the management of such entity as defined in the applicable Insurance Laws and Regulations of India) and (vi) security procedures and measures.

2. The Recipient is permitted to use the Confidential Information solely for the limited purpose of the assignment being undertaken by the Recipient for BHEL. Recipient further warrants not to use the confidential information for any other purpose whatsoever.
3. The Recipients agrees to limit disclosure of BHEL's Confidential Information to those of its employees, consultants and advisors who have a need to know the Confidential Information in order for it to carry out its obligations and exercise its rights under this Agreement. The Recipient shall either obtain from all such employees, consultants and advisors a written agreement or shall have established procedures binding on each such employee, consultant or advisor under which each such employee, consultant & advisor shall be held to a standard at least equal to the restrictions set forth in this Agreement on the disclosure of Confidential Information. The Receiving Party shall ensure that all such officers and employees of the Receiving Party are bound by the provisions of this Agreement by a written instrument. Copy of which shall be provided by the Receiving Party to BHEL upon request. The Receiving Party further agrees: (i) to hold BHEL's Confidential Information in strict confidence ; (ii) not to disclose any such Confidential Information to any third party; (iii) to use BHEL's Confidential Information solely & exclusively in accordance with the terms of this Agreement in order to carry out its obligations & exercise its rights under this Agreement; (iv) to afford the BHEL's Confidential Information at least the same level of protection against unauthorized disclosure or use as the Receiving Party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (v) to notify the BHEL promptly of any unauthorized use or disclosure of the BHEL's Confidential Information & cooperate with and assist BHEL Party in every reasonable way to stop or minimize such unauthorized use or disclosure.
4. Confidential Information shall remain the property of BHEL, and the Receiving Party shall not be deemed by virtue of this Agreement or by any access to the BHEL's Confidential Information to have acquired any right or interest of any kind in or to any such Confidential Information.
5. "Confidential Information" shall be deemed to exclude any particular information that, as evidenced by written documentation: (i) is already known to the Receiving Party without restrictions at the time of its disclosure by BHEL; (ii) after its disclosure by BHEL, is made known to the Receiving Party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without volition of this Agreement; or (iv) is independently developed by the Receiving Party without reference to BHEL's Confidential Information. If the receiving Party receives a subpoena or to the validly issued administrative or judicial notice requesting the disclosure of BHEL's Confidential Information, the Receiving Party shall promptly notify BHEL and, if so requested, shall provide reasonable cooperation to BHEL for ensuring confidentiality. Subject to its obligations stated in the proceeding sentence, the Receiving Party shall be entitled to comply with any binding subpoena or other process to the extent required by law, but shall in doing so make every effort to secure confidential treatment of any materials it is compelled to disclose.
6. BHEL shall have the right at any time to have the Receiving Party (at the BHEL's option) return or destroy the Confidential Information (including without limitation notes, extracts or summaries in any form) provided by BHEL. The Receiving Party shall not retain any copies (complete or partial), notes, extracts or summaries in any form BHEL's Confidential Information and shall confirm such return or declaration to BHEL in writing giving full details.
7. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into any subsequent agreement.
8. Nothing contained herein shall be construed as granting any license or right or interest to Receiving Party under any trademark, patent, copyright or other intellectual property or other right by the disclosure of Confidential information pursuant to the Agreement except as specifically provided at clause 2 hereinabove. None of the Confidential Information which may be disclosed by BHEL shall constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other of any kind under this Agreement. Nor shall this Agreement impair the right of BHEL to contest the scope, validity or infringement of any patent or copyright.

9. The Receiving Party agrees that if a court of competent jurisdiction determines that the Receiving Party has breached, or attempted or threatened to breach, any of its confidentiality obligations to BHEL or BHEL's proprietary rights, BHEL shall be entitled to seek appropriate injunctive relief and other measures restraining further, attempted or contemplated breaches of such obligations. BHEL's rights to protect its interests under this provision shall not in any way be construed to limit or restrict its rights to seek or obtain other monetary damages or relief available under this Agreement or under applicable law. Accordingly Receiving Party agrees to BHEL seeking relief for specific performance or injustice or other relief to BHEL in the event of any actual or intended breach of this agreement.
10. Recipient agrees to promptly notify BHEL of any enquiry or demand made by a governmental agency or authority or any enquiry or demand made as a result of any administrative or judicial proceeding wherein an answer to the same would divulge or tend to divulge any CONFIDENTIAL INFORMATION. Recipient shall not disclose any such CONFIDENTIAL INFORMATION in response to any such enquiry or demand unless required to do so by a compulsory process of a court or a government body. Prior to any such disclosure, Recipient shall allow BHEL a reasonable opportunity to secure confidential treatment of any such CONFIDENTIAL INFORMATION by such court or government body and shall co-operate fully with BHEL in such effort.
11. Recipient shall designate in writing one employee who shall be the sole initial recipient of any CONFIDENTIAL INFORMATION provided hereunder and BHEL agrees to provide such CONFIDENTIAL INFORMATION only to such designated employee.
12. Except with respect to the confidentiality obligations herein, nothing in this Agreement is intended to create any legal enforceable obligation on the part of either party to enter into any particular transaction. BHEL will not be responsible in any way for any representation or expectation that it will enter into any relationship or transaction relating to the matters covered herein. Notwithstanding any thing contained in this Agreement, BHEL is not obligated to disclose any CONFIDENTIAL INFORMATION to Recipient.
13. Except as provided above, the Parties agree that the disclosure contemplated herein, and any discussion or communication between the Parties relating thereto, shall not restrict BHEL's right to take whatever future actions BHEL unilaterally determines to be in its best interest including the right to enter into agreements or relationships with third parties covering subjects related to the matters covered herein.
14. The Intellectual Property Rights in the CONFIDENTIAL INFORMATION shall vest solely with BHEL. Recipient shall have no right to directly or indirectly make any claim of whatsoever nature or assist any third party in making a claim of whatsoever nature against BHEL arising out of any information gained by Recipient as a result of having access to the CONFIDENTIAL INFORMATION.
15. The Receiving Party agrees that its obligations under this Agreement shall survive and continue for so long as the Parties continue to exchange Confidential Information and for a period of years thereafter. However, Customer Data shall survive the expiration of this agreement and trade secrets shall be maintained in confidence as long as and to the extent that such information remains a "trade secret".
16. Neither Party may use the name, logo, or trademarks of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party.
17. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any other provision, if any provision is unenforceable, the Parties agree they shall substitute an enforceable provision that preserves the original intentions and economic positions of the Parties to the maximum extent legally possible. This Agreement is the entire agreement between the Parties relating to its subject matter.
18. This agreement shall be governed by the laws of India, without regard to choice of law principles and without regard to its location of execution or performance.
19. All the dispute arising out and in connection with agreement shall be subject to jurisdiction of Courts in
20. Neither Party may assign or otherwise transfer this Agreement, or any of the rights that it grants, without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence shall be void and rendered ineffective. This agreement shall be binding upon the Parties' respective successors and permitted assigns. No failure or delay by either Party in exercising any right, power or

remedy shall operate as a wavier or such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving Party.

21. This Agreement contains the entire written agreement between the Parties and supersedes any prior understanding or representations relating to the subject matter hereof and shall not be subject to any change or amendment except by subsequent written agreement signed by authorized representation of the parties hereto.

IN WITNESS WHEREOF, BHEL and Company have caused its authorised representatives to execute this Agreement.

For BHEL-----
Authorised Signatory

For -----
Authorised Signatory

ANNEXURE-VIII

RATE SCHEDULE
FOR 2X96 MW ALLAIN DUHANGAN HEP(HTG)

(A) MAIN RATES

Sl. No	DESCRIPTION OF WORK	Rate in Rupees (In figures and words)
1	Lumpsum price for receiving of material at work site, fabrication, erection, testing and handing over the entire work of erection/ installation of 2X96 MW AD HEP Clause 53.1 B1+B2	LUMP SUM PRICE
2	Rate in Rs./ MT for entire scope of work as defined in this tender specification in respect of unloading of materials/ Equipment from trucks/trailers etc its verification, proper storage, in project stores/closed storage sheds for 2X96 MW AD HEP (Approx. tonnage involved is 1300MT)	Rate in Rs./ MT
3	Rate in Rs./ MT for entire scope of work as defined in this tender specification in respect of transportation of materials/ Equipment including loading from project stores/closed storage sheds to Power house or work site, unloading with EOT crane and handing over to erection site for 2X96 MW AD HEP (Approx. tonnage involved is 1300MT)	Rate in Rs./ MT
4	Rate in Rs./ MT for unloading material directly at work site within the powerhouse, valve house areas by EOT Crane including record keeping and verification, proper storage, stacking and preservation of materials and equipments. (Approx. weight 500 MT)	Rate in Rs./ MT

(Seal and signature of Tenderer)

(B) OPTIONAL RATES:

Sl. No.	DESCRIPTION OF WORK	Rate in Rupees (in figures and words)
5	Rate in Rs. per MT for collecting and loading of materials (including packing, if required) in carriers Trucks / Trailers (to be placed by Carriers) at the plant stores/ project	
6	Collecting and loading of materials (including packing, if required) at the plant stores/ project area and transportation of the materials up to ; (a) Mandi Rate in Rs. per MT Minimum rate per trip (b) Manali Rate in Rs. per MT Minimum rate per trip	

.....

NOTES:

1. Incomplete offer received may not be considered for the subject work.
 2. The Rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, THE LESSER OF THE TWO will be treated as valid rate.
 3. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the work , if awarded, will be on the lowest quoted rate obtained against that item.
 4. Tenders shall be evaluated based on total price for items at SL 1 to 4.
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(Seal and signature of Tenderer)