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TENDER SPECIFICATION

TENDER NO. BHEL:PSNR(SCT): DHOLPUR:GEN. LIFTING:367

FOR

UNLOADING, LIFTING FROM SPECIAL CARRIER, SHIFTING INSIDE POWERHOUSE THROUGH HANDLING BY MEANS OF SPECIAL ARRANGEMENT OF STRAND JACKS & STRUCTURAL MODULAR TOWERS AND ONWARD PLACEMENT ON FOUNDATION OF 1(ONE) NO. 110 MW GENERATOR STATOR WEIGHING APPROX 177 MT AT BHEL 330 MW DHOLPUR SITE

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 / swapan@bhelpsnr.co.in

TENDER NO. BHEL:PSNR(SCT): DHOLPUR:GEN. LIFTING:367

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-----

INDEX

Sl. No.	CONTENTS	PAGE
1.	Tender Notice	04-05
2.	Tender Notice- Newspaper	06
3.	Project synopsis	07
4.	Procedure for submission of tender	08
5.	Section-III Special Conditions of Contract	09-29
6.	Annexure-I, LIST OF T&P & IMTES BEING PROVIDED BY BHEL ON FREE OF HIRE CHARGES AND ON SHARING BASIS	30
7.	Annexure-IV, CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS	31
8.	Annexure-V, NON DISCLOSURE AGREEMENT	32
9.	Drawings	Hard copy is to be collected from BHEL PSNR



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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “unloading, lifting from special carrier, shifting inside powerhouse through handling by means of special arrangement of strand jacks & structural modular towers and onward placement on foundation of 1(one) No. 110 MW Generator Stator weighing approx 177 MT at BHEL 330 MW at Dhoulpur, Rajasthan.”

TENDER NO. BHEL:PSNR(SCT): DHOLPUR:GEN. LIFTING:367

QUALIFYING REQUIREMENTS:

“ Tenderer who wish to participate should have carried out atleast one similar work of lifting for minimum weight of 100 MT or more during last five years and also have an average annual financial turnover of minimum of Rupees 40 lacs during last three years (2003-04, 04-05 and 05-06).”

NOTES:

- (i) The Tender Documents comprise of following;
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule
 - (d) Annexure
 - (e) Drawings (**Hard copy is to be collected**)
- (ii) Tender Documents with complete details are hosted in this web page. 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

TENDER NO. BHEL:PSNR(SCT): DHOLPUR:GEN. LIFTING:367
days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 21.12.2006** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favours of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.

- (iii) Tenders must be submitted to the undersigned **latest by 21.12.2006** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 21.12.2006**.
- (iv) Earnest Money Deposit (EMD) : Refundable, Non-interest bearing **EMD of Rs 1,00,000/-** 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) Purchase Preference will be given to CPSUs as per Govt. Guidelines.
- (x) **Unsolicited rebate / discount shall not be accepted after bid opening.**

AGM/SCP



ISO 9001-2000, ISO 14001
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SubContract and
Purchase Deptt.

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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 21.12.2006
DATE OF OPENING : 21.12.2006

NIT NO. / NAME OF WORK

TENDER NO. BHEL:PSNR(SCT): DHOLPUR:GEN. LIFTING:367

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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.

AGM/SCP

DHOLPUR Combined Cycle Power Project

Rajasthan Vidyut Utpadan Nigam Limited (RRVUNL) is setting up 330 MW CCPP AT DHOLPUR (RAJASTHAN).

The site location is 54 KM from AGRA and 60 KM from GWALIOR. This is first power plant in this area. DHOLPUR is on NEW DELHI- BHOPAL rail line and midway of AGRA and GWALIOR.

All dispatches are expected by road, as there is no railway siding available.

SCOPE for BHEL

Engineering, Manufacture, Supply, Transportation, Storage, Erection & Commissioning of 2 GTs, 2 HRSGs & 1 STG.

Tenderers are advised to visit and acquaint themselves with site conditions before quoting. No compensation, whatsoever, shall be entertained on this account. [Tenderers are advised to obtain certificate from BHEL site incharge regarding site visit.](#)

Concerned person to be contacted for site visit :-

Construction Manager,
BHELsite office
Dholpur CCPP project,
Dholpur,328001
RAJASTHAN

TELEFAX no- 05647-224578

E-mail – yct@bhelsnr.co.in

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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.

SECTION-III (PART-A)

SPECIAL CONDITIONS OF CONTRACT

INDEX

Clause	Description
34.	General
35.	Consumables
36.	Tools & Plants / IMTE's
37.	Supervisory staff & workmen
38.	Welding HT, RG & NDT
39.	Progress reporting
40.	Income Tax & Sales Tax
41.	Price escalation
42.	Rate schedule
43.	Instructions to tenderer's
44.	Insurance

SECTION-III (PART-A)

SPECIAL CONDITIONS OF CONTRACT

34.0 GENERAL

- 34.1 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 method, 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.
- 34.2 The contractor shall carry out the work in accordance with standard practices / codes/ instructions /drawings/ documents/ specification supplied by BHEL from time to time to the satisfaction of owner of the project.
- 34.3 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.
- 34.4 Following shall be the responsibility of contractor and have to be provided within finally accepted rates / prices:
- (a) Provision of all types of labour, supervisors, Engineers, watch and ward as required, tools & tackles, calibrated inspection, measuring and test equipment as specified and otherwise required for the work and consumables for erection, testing and commissioning including material handling.
 - (b) Proper out-turn as per BHEL plan and commitment.
 - (c) Completion of work as per BHEL Schedule.
 - (d) Good quality and accurate workmanship for proper performances of equipment.
 - (e) Repair and rectification.
 - (f) Re-conservation / preservation of all components during storage / erection till handing over.
- 34.5 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 shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects (HSE) for minimizing risk arising from occupational health, safety hazards, controlling pollution and wastage and he will be responsible for Health, Safety & Environment management at site for the construction

activities to be carried out by them in accordance with requirements given under section I (a) of GCC.

34.6 Contractor shall ensure following:

1. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency.
2. Contractor has to ensure pre employment medical check for all staff & workers.
3. Contractor has to ensure that adequate First Aid facilities are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following
 - Oxygen set up
 - Breathing apparatus
 - Eye wash facility
 - Stretcher
 - Trauma blanket
 - Medicines.

In addition to above, BHEL has arranged ambulance at work site for emergency purpose, which can be utilized, free of cost, by contractor in case of emergency.

34.7 Social Accountability:

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.

34.8 The customer M/s. RRVUNL and / or their Consultant (M/s MANTECH) may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL.

34.9 Tenderer may note that as the place of work is inside the premises of customer being manned by their Security Agency , all necessary system related to entry of men, vehicle & material, safety & security systems, work permit system etc. as applicable will have to be followed by the contractor.

35.0 CONSUMABLES

35.1 The contractor shall provide within finally accepted rates, all consumables like all welding electrodes (including alloy steel and stainless steel), TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), all inert / welding & cutting gases, soldering material, dye penetrates, radiography films, tapes, jointing compound, grease, mobile oil, M-seal, Molecote Areldite, petrol / other cleaning agents, wooden sleepers, steel required for temporary works such as platforms, scaffoldings, ladders, lapping compound, sealing compound etc., required for completion of work except those which are specifically supplied by manufacturing unit.

35.2 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.

35.3 It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc. before procurement of welding electrodes / TIG wires. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, 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 electrode will be allowed to be used without valid test certificate.

35.4 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.

35.5 Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost including arrangements for the same.

35.6 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 departmental charges of BHEL as applicable from time to time (30% at present). Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.

36.0 TOOLS AND PLANTS / IMTES

36.1 **Cranes** being provided by BHEL 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. **Consumables and operators for these cranes are being provided by other erection agencies working for BHEL.** Contractor

TENDER NO. BHEL:PSNR(SCT): DHOLPUR:GEN. LIFTING:367 engaged for this work has to settle and pay diesel, cosumables and crane operator charges to these agencies.

- 36.2 Besides the cranes being made available to contractor free of hire charges by BHEL, 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. Contractor should ensure that these are in good 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 and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor.
- 36.3 All distribution boards, connecting cables, wire ropes, hoses, pipes etc. including temporary air / water/ electrical connections etc. shall have to be arranged by the contractor at his own cost.
- 36.4 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.
- 36.5 Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost. All necessary manpower, tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost.
- 36.6 The area and infrastructure development of area to be carried out by the BHEL / customer. However in construction projects of this magnitude it is possible that all the areas/ approaches may not be ready. In such cases 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. No compensation on this account shall be payable.
- 36.7 In the event of contractor not using and maintaining BHEL T&Ps 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.
- 36.8 The contractor shall furnish regular utilisation report of the BHEL's T&Ps as per requirement of BHEL.
- 36.9 Any loss / damage to any part of BHEL T&Ps 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.
- 36.10 Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, Manila ropes, winches and slings etc. History card and maintenance 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.

37.0 SUPERVISORY STAFF AND WORKMEN

- 37.1 The contractor shall deploy all the skilled / certified workmen like Mill Wright fitters, welders, gas cutters, crane operators, drivers, riggers, sarangs, masons, carpenters,

electricians, instrument technicians etc., in addition to other skilled, semi-skilled and unskilled workmen required for all the works. Only fully trained and competent men with previous 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 ask for removal of any employee workman of the contractor at any time, if they find him unsuitable for any reason and the contractor shall remove him immediately without discussions on the reasons.

- 37.2 The supervisory staff including qualified Engineers 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 coordination with other labour and staff deployed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.
- 39.3 The contractor shall deploy the necessary number of qualified and approved full time electricians at his cost to maintain his temporary electrical installation till the completion of work.
- 37.4 The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel/ contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
- 37.5 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.
- 37.6 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.
- 37.7 During the course of erection,
- if the progress is found unsatisfactory.
 - if the target dates fixed from time to time for every mile stones are to be advanced / not being met.
 - 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 the contractor's workmen to improve the progress. The expenses so incurred shall be recovered from the contractor's bills with applicable overheads.

- 37.8 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.

- 37.8 The month wise 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 certified persons shall be identified at site for quality control and safety by the contractor.

38.0 WELDING, HEAT TREATMENT, RADIOGRAPHY and NDT:

- 38.1 The equipment and piping shall be erected in conformity with the provision of Indian Boiler Regulations and as may be directed as per any other standards/ specification in practice, in BHEL. The method of welding (arc, gas, tig 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.
- 38.2 Welding of pressure parts / equipment / piping / high tensile structural steel shall be done by certified high pressure welders who possesses valid certificate of CIB of the state in which the equipment is erected as per provision of IBR. The HP. welder who possesses necessary certificate shall appear well in advance before the expiry of the validity of his certificate for re-qualification test as per relevant provision of IBR and keep the certificate valid till the completion of work. The services of such welders, the validity of whose certificates have expired, shall have to be terminated forthwith.
- 38.3 All welders including tack welder , structural and high pressure 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 IBR certificate. BHEL reserves the right to reject any welder if the welder's performance is not found to be satisfactory. The records of qualification and performance of each HP welder shall be maintained by the contractor in Performa given by BHEL Engineer. All the welders qualified for the work will be issued an identity card by the contractor with the approval of BHEL Engineer and welder will keep the same with him at work place. The record of joints, consumables & equipments along with welders identity shall be maintained by the vendor as per BHEL Engineer's instructions.
- 38.4 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 the contractor of contractual obligation to continuously check the welder's performance.
- 38.5 **Only BHEL approved electrodes and filler wire will be arranged and used by the contractor, within the finally quoted price. BHEL reserves the right to test any approved electrode being used by the contractor. Testing charges for the same shall be borne by the contractor**

39.0 PROGRESS REPORTING

- 39.1 Contractor is required to draw mutually agreed monthly erection program in consultation with BHEL Engineer 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

39.2 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. Contractor for discussions shall also present the programme for subsequent week. 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.

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

40.0 INCOME TAX, SALES TAX, VAT ETC.

40.1 **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.

40.2 **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.**

40.3 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.

40.4 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.

40.5 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.

41.0 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extended period, if any.

42.0 RATE SCHEDULE

42.1 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.

42.2 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.

43.0 INSTRUCTIONS TO TENDERER

43.1 Offers received without data / information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)

43.2 No deviations to the tender conditions will normally be accepted.

43.3 The tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, **safety norms being followed / to be followed during working**, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim whatsoever will be entertained by BHEL on any such account and the contractor's rates shall be deemed to have taken this into account.

43.4 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 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.

44 INSURANCE

All equipment will be insured by M/s BHEL 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 following minimum values

1. GTG & Auxilliaris- Minimum Rs 200000/- during normal period and Rs 600000/- during testing period.
2. STG & Auxilliaris- Minimum Rs 15000/- during normal period and Rs 40000/- during testing period

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.

SECTION - III B

SPECIAL CONDITIONS OF CONTRACT

Cl. No	Description
45.	Scope of work
46.	Time schedule
47.	Facilities to be provided by BHEL
48.	WORK FACILITIES / INPUTS TO BE PROVIDED BY CONTRACTOR
49.	SAFETY OF WORKMEN DURING EXECUTION & COMPENSATION THEREOF
50.	PRICE SCHEDULE, RATE QUOTED & PAYMENT TERMS
51	Liquidated Damage
52	Security deposit
53	Others

45.0 SCOPE OF WORK

A. SCOPE IN GENERAL:

TO PROVIDE COMPLETE DESIGN, DEVELOPMENT OF SCHEME, SUPPLY OF STEEL & STRUCTURAL MATERIALS, FABRICATION & ERECTION OF ALL TEMPORARY STRUCTURES ALONG WITH WORKS & SERVICES WITH ALL LIFTING & OTHER ACCESSORY EQUIPMENT AS APPLICABLE (HYDRAULIC/TELESCOPIC LIFTING SYSTEM, STRAND JACKS, POWERPACKS WITH CENTRALISED CONTROL SYSTEM, MODULAR STRUCTURAL TOWERS, LIFTING BEAMS, LOW & HIGH CAPACITY WIRE ROPE SLINGS, STEEL PLATES/ROLLED SECTIONS FOR ON-SITE FABRICATION ETC. AS MAY BE NECESSARY), ALL TOOLS & PLANT (WELDING MACHINE, CUTTING SETS, SLINGS, D SHACKLES, WIRE ROPES ETC. EXCEPT CRANES FOR SITE HANDLING/ERECTION/DISMANTLING ETC.) AND CONSUMABLES (ELECTRODES, GASES, FUELS & OTHER HYDRAULIC JACK OILS, SHIMS, ETC.) & TECHNICAL, SUPERVISORY, SKILLED MANPOWER FOR UNLOADING OF 110 MW GENERATOR STATOR (WEIGHING ABOUT 177 MT) BY HYDRAULIC/TELESCOPIC JACK LIFTING SYSTEM FROM THE CARRIER (STATOR MFD. BY & TRANSPORTED FROM BHEL HARDWAR IN A SPECIAL CARRIER) TO FACILITATE TIMELY RELEASE OF CARRIER, ONWARD LIFTING AND ABOVE GROUND HANDLING WHICH INCLUDES SHIFTING THE STATOR THROUGH COLUMNS AND FINALLY LOWERING AND PLACEMENT / INSTALLATION OF THE STATOR ON TG DECK FOUNDATION AT 11.31 M LEVEL INSIDE POWER HOUSE TG AREA AT BHEL DHOLPUR SITE (RRVUNL).

ALL CIVIL WORKS RCC/PCC/BRICKWORKS ETC. ALONG WITH MATERIALS THEREOF (LIKE CEMENT, STEEL, BRICKS, SAND, GRAVELS ETC.) AS MAY BE REQUIRED FOR INSTALLATION OF THE LIFTING EQUIPMENT/MODULAR STRUCTURAL TOWERS/SUPPORTING OF TEMPORARY STRUCTURES ETC. INCLUDING EXCAVATION OF FOUNDATION PITS, CASTING OF FOUNDATIONS, ALIGNMENT, LEVELING AND GROUTING SHALL BE CARRIED OUT BY THE CONTRACTOR. DRAWINGS/QP FOR THIS SHALL BE PROVIDED BY THE CONTRACTOR, ALONG WITH DAY-TO-DAY PROGRESS & QUALITY SUPERVISION FOR THE SAME.

THE ABOVE WORK IS TO BE CARRIED OUT SUCCESSFULLY AT THE UNIT UNDERGOING ERECTION AT BHEL DHOLPUR 330 MW SITE AT RRVUNL DHOLPUR, RAJASTHAN.

B. SCOPE OF WORK

The Stator will be transported and received at site in a special type low bed high payload carrier. The Stator will be duly supported and lashed to ensure safe and secured transportation. Contractor for subject work is to unload stator from the carrier at a convenient location, preferably in TG service bay. In case Stator is required to be unloaded outside TG service bay, Contractor has to ensure adequate compactness of ground where Stator is to be unloaded. Then Stator is to be shifted to TG hall service bay.

Contractor has to make all arrangement for lifting, shifting and placement of stator from service bay to TG deck, which is at a level of about 11.31 Mtr. From service bay.

Since entry of stator in service bay, either on carrier or by dragging from nearby area, will be around in perpendicular direction w.r.t. TG deck, Stator is to be oriented in suitable direction to make it parallel to TG deck.

Stator is to be lifted from TG service bay to appropriate height on arrangements made by contractor and is to be moved on TG Deck, Stator is to be kept around on temporary stool with adequate ground clearance (Minimum 500 mm) so that blue matching of mating surfaces can be carried out by TG erection contractor (another agency).

After satisfactory blue matching by other agency, Stator is to be placed on its final location.

Contractor has to make all arrangements for above work including, design of suitable structure and associated civil work, approval of structural and civil work by RVUNL and its consultant, all civil work, fabrication work and any other type of work required for safe and successful placement of Stator on its foundation.

It may be noted by the contractor that during entire process of lifting, shifting and placement of stator on Generator foundation on TG deck, all loads are to be transmitted to ground level only without any load on, other than that of stator on TG deck, on auxiliary floors and its columns. All civil and structural works required to accommodate resting / positioning of structural columns are to be done as necessary to facilitate lifting and placement of stator at its desired location.

C. REFERENCE DRAWINGS:

Following Drawings **ARE ENCLOSED** for the bidders to supplement the information given in this tender document. The Bidder is required to study the drawings and propose a complete scheme for Lifting & Placement of the Generator Stator (duly accepted as per P-Q criteria) with the Technical Bid for evaluation/acceptance of BHEL.

- i. STG BUILDING & CONTROL ROOM MAIN FRAMES DRG GID-055-CV-ST-5047REV A
- ii. GEN. ARRANGEMENT OF STG FOUNDATION DETAILS DRG GID-055-CV-5080REV A
- iii. GENERATOR DRAWING OF HARDWAR NO 0-137-12-01099 (SOFT COPY)

D. HANDLING/SHIFTING OF STATOR FOR TAKING INSIDE POWERHOUSE TO FINAL LOCATION :

- a. The Generator Stator shall be received from special carrier of BHEL Hardwar and is to be unloaded from the carrier at a convenient location near TG deck and to be rested on a Temporary Stool with adequate ground clearance (minimum 500 mm) before shifting to its foundation on TG floor at 11.31 M elevation.
- b. The Generator Stator is to be lifted from the carrier and handled onward by means of the Lugs provided specifically for the purpose of Lifting/Handling on it's body.
- c. It may be noted by the contractor that during the entire process of Lifting/Shifting and Placement of the Stator over Generator Foundation Deck, all ground Loads are to be transmitted preferably over ground level ONLY without any load, other than that of Stator,

on TG-deck or on auxiliary floors & its columns. Thus no Load is permitted over the TG deck, auxiliary floors. All Civil Works to accommodate resting/positioning of Structural columns are to be done as necessary to facilitate lifting and placement of stator at its desired location subject to approval of BHEL/ Customer(Owner of the Power house).

E. TECHNO-COMMERCIAL TERMS/CONDITIONS TO QUOTE FOR THE WORK

1. The work shall be executed under the usual conditions prevailing in major power plant construction and in conjunction with numerous other operations at Site. The contractor and his personnel shall cooperate with personnel of BHEL, BHEL's Customer, Customer's Consultants and other contractors, coordinating his works with others and proceed in a manner that shall not delay or hinder the progress of work of the project as a whole.
2. The Contractor is to execute the work in most substantial and workmanlike manner. All materials and equipment shall be handled with care and diligence.
3. Based on the data provided in the Drawings indicated and visit to site, Contractor shall furnish a detailed Method Statement along with scheme & drawings for the work in their Technical Bid with advance planning and design activities required for the work, taking into account all resources required.
4. Following award of work, Contractor has to submit a detailed Plan for the job for the Unit., Contractor has to mobilize his Equipment & Personnel to site within a period of 4 (Four weeks) weeks from the Date of Mobilization Clearance Letter from BHEL Site.
5. All Equipment/T & P/Temporary Supporting Structures/Slings & Consumables etc. as may be required for the job shall be timely Mobilized and Installed/Erected/Aligned/Welded by Contractor at Site, as required to accomplish the tendered work without any liability on BHEL and later Dismantled/Demobilized from Site within a period of maximum 2 (Two) weeks after completion of the work within the quoted Price.

For Heavy Duty Slings including that of for handling of Stator, appropriate Test Certificate from an authorized testing agency declaring the sling to be fit for handling the desired load is to be produced by the Bidder prior to use of the same at Site.

6. The Lifting/Shifting System to be installed at Site is required to be Load tested at 25% overload than the Load it is intended to carry at Site (i.e. 1.25 Times of 177 T), added with the load of slings and other lifting tackles used by Contractor. A certificate to this effect has to be submitted by vendor to BHEL engineer before commencement of work.
7. Necessary Insurance Coverage for contractor's Staff, Workmen, materials and Equipment is to be obtained by the Contractor (successful bidder of this tender), within quoted/accepted rates.

These insurance covers have to be taken prior to start of his work at the subject project and he shall make available the Policy to BHEL Site in-charge before commencement of work. However, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc. at all times during the period of contract shall lie with the

contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the Insurance Company for all matters regarding the insurance in his scope.

Insurance coverage for BHEL/customer owned items is not in the scope of contractor (successful bidder of this tender). Insurance covers as taken by BHEL is stipulated under relevant clauses of specification & G.C.C.

8. Contractor is required to assume full responsibility of the safety of the crew/staff and to comply with the security/safety conditions of BHEL and Client / statutory regulations as applicable at site. BHEL shall not be responsible for any accident/injury to the Contractor's Crew/Staff at Site.
9. During handling of the Equipment, utmost care is to be taken by the Contractor with all safety precautions taken to prevent any mishap/accident to happen and to protect the equipment altogether from any possible damages. However, in case of any plausible eventual damage caused to the Generator or any other Power Plant Equipment during the process of Unloading/Lifting/Shifting and Placement, a case is to be lodged to Insurance Co. immediately after occurrence for which all relevant details sought by the Insurance Co. are to be furnished by the Contractor. Under such circumstances, payment due to Contractor may be kept withheld for some time till settlement of the Insurance Case. Moreover, certain deductions may also be effected based on the attribution of responsibility for damages as assigned by the Insurance Co.
10. Contractor is also required to arrange all required safety precautions/protective equipment for his working personnel.
11. Contractor is to furnish the necessary Test Certificates for all relevant Lifting Equipment e.g. Strand wires, Lifting Tackles etc.
12. In case of poor or non-performance of the Contractor in the job, BHEL reserves the right to take away the job in part or full and get it done by other agency at the risk and cost of the Contractor as may be deemed fit.

46.0 TIME PERIOD FOR THE WORK :

The Contractor is required to Plan the work in such a manner so that following the issue of mobilization clearance letter from Site with a Notice period of 1(One) Week, the entire job for execution for unloading from carrier, Shifting to Powerhouse, Lowering over Foundation and Final Placement shall be completed within a total subsequent Period of 6 (Six) Weeks from the Date Of Commencement of Work at Site which shall be certified by BHEL site-engineer.

Contractor may also make early mobilization to ensure timely readiness. Irrespective of provisions of time schedules indicated elsewhere, following time schedule should be strictly adhered as Civil work is in advance stage of completion:

1. Within 7 days of issue of LOI by BHEL, contractor is required to submit procedure for carrying out subject work and to the satisfaction of BHEL site and RRVUNL (BHEL Customer).

2. Within 10 days of issue of LOI contractor will submit complete Engg. And required civil work to RVUNL through BHEL and will interact with RVUNL for its immediate approval.
3. Within two weeks time from issue of LOI, contractor will mobilize its site activities and will ensure to get its portion of work completed in association with RVUNL / RVUNL contractor.
4. Contractor is required to be in touch with BHEL for getting information for movement of Stator from HARDWAR and on route position.
5. Contractor has to complete entire work within 4 weeks from the date of entry of Stator inside plant.

Normally intimation shall be given based on the movement commencement of Stator from BHEL Hardwar Unit, which shall be approximately 6 weeks before it's receipt at Site.

These dates are given for guidance purpose only and likely to vary.

47 FACILITIES TO BE PROVIDED BY BHEL :

1. BHEL site is having two cranes (100MT & 20 MT Capacity) which are issued to agencies already working at site. In case contractor for the subject work requires any of the above crane, BHEL will arrange to get those cranes, free of hire charges and on sharing basis. However, diesel and crane operators are to be arranged by the contractor on its own.
2. BHEL will provide open space for making office and for pre-assembly yard. All arrangements are to be made by contractor at his own cost.
3. Contractor's personnel shall comply with the plant security regulations that may be in force at the workplaces in the matter of entry, exit, movement & working inside the plant premises. Contractor shall also ensure that all employees and persons engaged/authorized by him for the work behave properly with BHEL and their client's officer/staff on duty. In the event of any reported misbehavior of any Contractor's personnel with any BHEL Staff / Officer etc. Contractor shall immediately withdraw such employee/person from work.
4. Construction Power (3 Phase,380 V) & Construction Water shall be provided for the work at One Single Point (about 150 M away from the job location) by BHEL on free of cost basis.

However, further distribution network for Power & Water by Cables/Piping shall be arranged by the Contractor at their own cost.

5. Contractor has to arrange entry gate passes for his crew/staff at Site. Necessary support in this regard, limited to forwarding of documents etc. shall be extended by BHEL.

48.0 WORK FACILITIES / INPUTS TO BE PROVIDED BY CONTRACTOR WITHIN QUOTED/ACPTED RATES:

1. Based on the Load Criteria and the Job Methodology, Contractor has to Design the Entire System of Lifting with details of all Equipment, All Temporary Structures including Access Platforms, Temporary Wheeled Trolley for Unloading, Powerpack Supporting Structures etc. with supply of Steel etc. and Installation of the same at Site. This has to be discussed with BHEL engineer and approval obtained before commencement of work.
2. All Fuels, Consumables that are required for operation of all Equipment & Tools & Plant brought by the Contractor are to be arranged by the Contractor at site as a part of his scope.
3. All Transportation works for Contractor's Men & Equipment/Structurals etc. within or beyond the Job Site are to be organized by the Contractor at his own cost.
4. MS or any other Plates and Structural Items as may be required for execution of this Job shall have to be arranged by the Contractor.
5. All kinds of Manpower required for the entire works i.e. Technical Supervision, Technicians and Workmen for Handling/Assembly/Fabrication/Erection/Installation/Operation/Dismantling etc. of their Equipment and Supporting Structures are to be provided by the Contractor at Site.
6. Wooden/Concrete Sleepers as may be required for execution of this job shall have to be arranged by the Contractor.
7. All Operation of the Lifting Jack and allied Systems are to be manned by Contractor's own Operating Personnel.
8. Local Accommodation & transport for Contractor's Engineer/Crew/Staff personnel during the Works shall have to be arranged by Contractor themselves at Site at their cost.
9. All Slings including the ones for Generator stator Lifting are to be provided by Contractor for the Job with appropriate Test Certificate etc.
10. Hydraulic Jacks as required for facilitating the job, shall have to be arranged by the contractor as a part of their scope.
11. Power Supply Cables with Lugs/Glands etc. for distribution of Construction Power and Construction Water distribution Piping including Laying of the same at Site as per requirement of this job shall be arranged by the Contractor.
12. All accesses platforms and carriageways for Supporting & Operation of the Equipment brought by the Contractor including approach platform & ladders are to be made by the contractor at their own cost.

49 SAFETY OF WORKMEN DURING EXECUTION & COMPENSATION THEREOF:

1. The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractors or agencies. Cost of

damage, if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

2. In case of a fatal or disabling injury/accident to any person at construction sites due to lapses by the contractor, the contractor as per statutory requirements shall compensate the victim and/or his/her dependents. 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.
3. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
4. 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 payments due to the contractor after notifying the contractor suitably and giving him opportunity to present his case.
5. If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take 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.
6. The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as Safety Officer to supervise safety aspects of the equipments and workmen, who will co- ordinate with the BHEL/Employer Safety Officer. In case of work being carried out through sub-Contractors, the Sub-Contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose. The name and address of such Safety Officer of Contractor will be promptly informed in writing to BHEL with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
7. In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the BHEL / Employer in prescribed form and also to all the authorities envisaged under the applicable laws.
8. The BHEL/Customer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the BHEL/Employer within 3 days of such stoppage of work and decision of the BHEL/ Customer in this respect shall be conclusive and binding on the Contractor.
9. The Contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage

of work will not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

10. The Contractor shall follow and comply with all Safety Rules of the Employer, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and Safety Rules of the Employer referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
11. If the Contractor fails in providing safe working environment as per the Employer's Safety Rules or continues the work even after being instructed to stop work by the Employer Manager as provided above, the Contractor shall promptly pay to the Employer, on demand by the Employer, compensation at the rate of Rs. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Employer. However, in case of accident taking place causing injury, to any individual, the provisions contained in paragraph below shall also apply in addition to compensation mentioned in this paragraph.
12. If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors, or the Employer's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to BHEL as per the following schedule:-
 - (a) Fatal injury or accident -- Rs. 1,00,000/- per person causing death
 - (b) Major injuries or accident -- Rs.20,000/- per person for causing 25% or more injury to any permanent disablement to person workmen or employees

(Above (a) & (b) is applicable causing for death / injury to any person whosoever)

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time.

In case the Employer is made to pay such Compensation then the Contractor is liable to reimburse the Employer such amount in addition to the compensation indicated above.

50.0 PRICE SCHEDULE (VOL-III), RATE QUOTED & PAYMENT TERMS :

1. Bidder shall quote a **SINGLE LUMP SUM PRICE** as stated in the Price Schedule for the job, covering all aspects as stated in this specification. The price shall be inclusive of all Taxes/Duties as applicable, but exclusive of Service Tax (including educational cess on

TENDER NO. BHEL:PSNR(SCT): DHOLPUR:GEN. LIFTING:367
service tax, which shall be paid by BHEL at actual as per the prevailing rates based on production of documents.

2. Vide section 194-C of Income Tax Act, deduction of tax at source shall be made from Contractor's Running Account Bills Payment. New taxes / Duties levied by any statutory authority for payment by Contractor for execution of tendered scope of works, further to the latest date of offer submission, shall be additionally reimbursed by BHEL Site on production of relevant documents.
3. **PAYMENT TERMS:** Of the total awarded LUMPSUM basis Rate for Lifting of Generator Stator Contractor shall be eligible to bill as under:
 - 90 % of rate on satisfactory and successful completion of the job in Unit, as certified by BHEL Engineer.
 - 5% shall be payable on completion and complete dismantling/demobilization of all Equipment & Structures, submission of all relevant documents/formats returning of BHEL equipment and clearing of Site by Contractor, as certified by BHEL Engineer.
 - Balance 5% shall be payable after 3 months on contractor discharging his responsibilities as stipulated in the contract and on passing the final bill. The certificate of BHEL engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.

BHEL site at its discretion, may further split up the above percentages of breakup and effect payment to suit the site condition, cash flow requirement, according to the progress of work.

51.0 LIQUIDATED DAMAGES (LD)

- 51.1 **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.**

52.0 SECURITY DEPOSIT

- 52.1 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.

53.0 OTHERS

- 53.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

- 53.2 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.
- 53.3 **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.**

**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:

Countersigned
BHEL SITE INCHARGE

NON DISCLOSURE AGREEMENT Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s....., providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

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M/s. BHEL, PSNR

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M/s.....