

TENDER SPECIFICATION

NO. BHE/PW/PUR/BORLI-CVL/477

FOR

**CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR STG,
BOILER & AUXILIARIES, ESP, BUNKER, PLANT BUILDINGS ETC
COMPLETE**

AT

**3x33 MW, STG PROJECT
BHARAT OMAN REFINARY LIMITED (BORL)
BINA (M P)**

Part- I – TECHNICAL BID

(Volume- I)

SPECIAL AND GENERAL CONDITIONS OF CONTRACT

BOOK NO.



BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

POWER SECTOR - WESTERN REGION

SHREEMOHINI COMPLEX

345, KINGS WAY - NAGPUR 440 001

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LEGEND:

\$: PLACED BEFORE 'GENERAL CONDITIONS OF CONTRACT' IN BOTH HARD AND SOFT COPY DOCUMENTS.

#: ATTACHED AT THE END OF HARD COPY OF TENDER SPECS. PART-I (TECHNICAL BID) AND AS A SEPARATE FILE TITLED 'WEB_NIT_GCC' AS SOFT COPY HOSTED IN WEB PAGE.

@: ISSUED AS SEPARATE BOOKLET IN HARD COPY AS PART-II VOLUME-III (PRICE BID) AS SEPARATE FILE TITLED 'PRICE_BID' AND TECHNICAL SPECIFICATION AS PART-I VOLUME-II . SOFT COPY HOSTED IN WEB PAGE.

NOTE: Bidders must Visit BHEL web site www.bhel.com for NIT, Qualifying Requirement of this work(QR), GCC etc. Further all corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in this web page. Bidders shall keep themselves updated with all such amendments.

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY - NAGPUR 440 001

TENDER SPECIFICATION NO.BHE/PW/PUR/BORLI-CVL/477

NAME OF THE WORK: CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR STG, BOILER & AUXILIARIES, ESP,BUNKER, PLANT BUILDINGS ETC COMPLETE AT 3x33 MW, STG PROJECT,BHARAT OMAN REFINARY LIMITED (BORL),BINA (M P)

EARNEST MONEY DEPOSIT: Please see Section-15 of Special Conditions of Contract.

LAST DATE AND TIME FOR

RECEIPT OF OFFERS: Please visit web page www.bhel.com -> **“Tender Notification”**
and **“View Corrigendum”**

THESE TENDER DOCUMENTS CONTAINING PART-I TECHNICAL BID VOL –I & II AND PART- II (VOL-III) PRICE BID, ARE ISSUED TO:

M/s.

.....

PLEASE NOTE:

- 1) **THESE TENDER DOCUMENTS ARE NOT TRANSFERABLE.**
- 2) **TENDERER SHALL NOTE THAT THEIR OFFER WILL BE CONSIDERED SUBJECT TO THE APPROVAL OF BHEL'S CUSTOMER M/s BORL.**

For Bharat Heavy Electricals Limited

SR MANAGER (PURCHASE)

PLACE: NAGPUR

DATE:

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY - NAGPUR 440 001

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 AND ALSO INDICATING ON EACH OF THE COVERS THE TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME AS MENTIONED ELSEWHERE.

A) PART-I: TECHNICAL BID

PART-I: TECHNICAL BID IS ISSUED IN TWO VOLUMES AS UNDER:

- a) VOLUME-I : SPECIAL AND GENERAL CONDITIONS OF CONTRACT
(ISSUED IN DUPLICATE)
- VOLUME-II : STANDARD TECHNICAL SPECIFICATIONS OF BHEL
- b) VOLUME-III : PRICE BID (PART-2)

THESE TWO SEPARATE COVERS-I AND II SHALL TOGETHER BE ENCLOSED IN A THIRD ENVELOPE (COVER-III) ALONG WITH REQUISITE EMD AS INDICATED EARLIER AND THIS SEALED COVER SHALL BE SUPER SCRIBED AND SUBMITTED TO ADDL. GEN MANAGER (PURCHASE) AT THE ABOVE-MENTIONED ADDRESS BEFORE THE DUE DATE AS INDICATED.

THE QUALIFIED TENDERER WILL BE INTIMATED SEPARATELY ABOUT THE STATUS OF THEIR OFFER.

TENDERER ARE REQUESTED TO MAKE SPECIFIC NOTE OF THE FOLLOWING CONDITIONS:

CONTRACTOR SHOULD HAVE ADEQUATE RESOURCES INCLUDING MAJOR T&PS AT HIS DISPOSAL FOR THIS JOB.

CONTRACTOR SHOULD HAVE SOUND FINANCIAL STABILITY.

TENDERER SHOULD MEET QUALITY REQUIREMENT REGARDING WORKMANSHIP, DEPLOYMENT OF PERSONNEL, FABRICATION & ERECTION TOOLS AND NECESSARY INSPECTION, MEASUREMENT & TESTING INSTRUMENTS.

ALL INFORMATION AS CALLED FOR IN VARIOUS APPENDICES AND CLAUSES OF TENDER SPECIFICATION, SHOULD BE FURNISHED IN COMPLETENESS. PLEASE REFER THE CHECKLIST.

THE TENDERER IF ANY, SHALL OBTAIN CLARIFICATION ON TENDER BEFORE SUBMITTING THEIR OFFER.

OFFERS MUST BE SUBMITTED WITHOUT ANY DEVIATION.

OFFERS RECEIVED WITH ANY DEVIATION OR WITHOUT RELEVANT INFORMATION AS DESCRIBED ABOVE ARE LIABLE TO BE REJECTED. PRICE BIDS RECEIVED IN THE FORM OTHER THAN SPECIFIED IN VOLUME-III (PRICE BID) ARE LIABLE TO BE REJECTED.

TENDERER SHALL NOTE THAT THEIR OFFER WILL BE CONSIDERED SUBJECT TO THE APPROVAL OF BHEL'S CUSTOMER.

PROJECT INFORMATION

BHARAT OMAN REFINERIES LTD. BINA REFINERY

INTRODUCTION

M/s. BHARAT OMAN REFINERIES LIMITED, as Owner proposes to set up a CFBC based Captive Power Plant, at Bina in the state of Madhya Pradesh (M.P), India based on Petcoke as feedstock. A Captive Power Plant (CPP) is to be installed to meet the Steam & Power requirements.

M/s. ENGINEERS INDIA LIMITED, New Delhi have retained as Project Management Consultant for the project.

The Power Plant comprising of Steam & Power generation, Emergency Power supply system alongwith associated facilities and hook-up with the Refinery.

SITE LOCATION / SITE VISIT

SITE LOCATION

The site is located at an approximate distance of 10 Km from Bina town. The nearest railway station is Agasod – Bina. The nearest port is Kandla, which is approx. 700 Km from the site. The nearest airport is at Bhopal, which is approx. 150 Km.

SITE VISIT

The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

CHECK LIST		
(VIDE PARA 1.3 OF SECTION-I - GENERAL CONDITIONS OF CONTRACT)		
1	Name of the Bidder with Postal Address for Correspondence	
2	Name of Contact Person with Telephone & Fax No.	Mr./Ms Tel No. Fax No.
3	Nature of the firm	PROPRIETARY / PARTNERSHIP / LIMITED CO.
4	Details of EMD Please Indicate whether 1) One Time EMD or, 2) Only for this Tender	DD No. DD Date..... Name of Bank..... Amount: Rs.....
5	Validity of Offer (BHEL's Requirement: 180 days from Last Date for tender submission)	
6	Mobilization Time (Please refer Section-11 of SCC)	
7	Whether Bidder has visited the project site and acquainted themselves with the local conditions and situations.	YES/NO
8	Whether "Certificate of No-Deviation" Furnished	YES/NO
9	Details of similar jobs executed during the last SEVEN years as in " Appendix-VI " enclosed	YES/NO
10	Whether copies of previous Work Orders (with detailed BOQ and total order value) and Completion Certificates in support of above furnished	YES/NO
11	Details of Concurrent Jobs Furnished in " Appendix-V " furnished	YES/NO
12	Headquarter Organization Chart furnished	YES/NO

CHECK LIST		
(VIDE PARA 1.3 OF SECTION-I - GENERAL CONDITIONS OF CONTRACT)		
13	Names & Particulars of Directors/Partners/Proprietor Furnished	YES/NO
14	Proposed Site Organization Chart indicating executives and supervisors furnished	YES/NO
15	Financial Viability furnished as in Annexure-I of GCC	YES/NO
16	Profit & Loss account for the preceding three financial years furnished	YES/NO
17	Copy of Latest Solvency Certificate from Govt. Authority or Certification by Bidder's Banker on Overdraft & BG Limits is Furnished (Certificate shall not be older than six months from the Last Date for offer submission)	YES/NO
18	Latest Income Tax Clearance Certificate or copy of IT Return along with copy of PAN Card is Furnished	YES/NO
19	Monthly Manpower Deployment plan as in ' Appendix-I ' enclosed	YES/NO
20	Deployment plan for major T&P and MMD enclosed as in ' Appendix-VII & VIII '	YES/NO
21	Month-wise Erection & Commissioning plan enclosed	YES/NO
22	Analysis of Unit Rate Quoted as in ' Appendix-II ' furnished	YES/NO
23	List of other tools and plants/tackles/ instruments contractor proposes to deploy for the work and special tools and instruments in his possession.	ENCLOSED / NOT ENCLOSED
24	Whether the bidder has left any job unfinished? If so, give reasons.	YES/NO
25	Whether any client has terminated the contractor's work before completion? If so, furnish reasons for the same	YES/NO
26	Whether the bidder has understood all Quality Control & Quality Assurance requirements?	YES/NO
27	Whether the bidder is aware of all safety rules/codes? Whether the list of safety equipments proposed to be employed for this work is enclosed.	YES/NO
28	Whether Power of Attorney in favour of the person making this offer enclosed?	YES/NO
29	Whether all the pages are read, understood and signed and the signed copy of tender book submitted?	YES/NO

Note: strike off 'yes' or 'no' as applicable

Date:

Signature of Bidder

DECLARATION STATEMENT

I, _____, HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION NO.BHE/PW/PUR/BORLI-CVL/477 ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE RECIVED ALL THE DOCUMENTS VIDE VOLUME-I, VOLUME-II & VOLUME-III (PART 2, PRICE BID) COMPRISING THIS TENDER SPECIFICATION AND GONE THROUGH THE SPECIFICATION, CONDITIONS AND STIPULATIONS IN DETAIL AND AGREE TO COMPLY WITH THE REQUIREMENTS AND INTENT OF THE SPECIFICATION. I FURTHER CERTIFY THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED TENDERER AND A VALID POWER OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.

TENDERER'S NAME AND ADDRESS

AUTHORISED REPRESENTATIVE'S SIGNATURE WITH
NAME AND ADDRESS

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

TENDER SPECIFICATION NO.

BHE/PW/PUR/BORLI-CVL/477

We, M/s -----
hereby declare and confirm that we have visited the project site at **2 X 33MW
BORL ,BINA (MP)** as referred in BHEL's Tender specification No.
BHE/PW/PUR/BORLI-CVL/477 and require full knowledge and information
about the site conditions. We further confirm that the above information is true
and correct and we shall not be eligible for any-additional payment of any
nature due to lack of knowledge or non – familiarization of site conditions.

BIDDERS'NAME AND ADDRESS

SIGNATURE & OFFICIAL SEAL OF
AUTHORISED SIGNATORY

PLACE:

DATE:

CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION NO.

BHE/PW/PUR/BORLI-CVL/477

I/WE, M/s

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

DATE:

SIGNATURE OF BIDDER

SECTION-3

OFFER OF CONTRACTOR

SENIOR MANAGER (PURCHASE)
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY
NAGPUR 440 001

DEAR SIR,

I/WE HEREBY OFFER TO CARRY OUT THE WORK DETAILED IN **TENDER SPECIFICATION** NO.BHE/PW/PUR/BORLI-CVL/477 ISSUED BY BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-WESTERN REGION, NAGPUR, IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF.

I/WE HAVE CAREFULLY PERUSED THE FOLLOWING DOCUMENTS CONNECTED WITH THE ABOVE WORK AND AGREE TO ABIDE BY THE SAME.

1. INSTRUCTIONS TO TENDERERS
2. GENERAL CONDITIONS OF CONTRACT
3. SPECIAL CONDITIONS OF CONTRACT
4. OTHER SECTIONS, APPENDICES, SCHEDULES AND DRAWINGS.

I/WE HAVE DEPOSITED/FORWARDED HERewith A SUM OF **RS. 2, 00,000/-** (RUPEES TWO LACS ONLY) TOWARDS EARNEST MONEY DEPOSIT (DETAILS IN CHECKLIST) WHICH SHALL BE REFUNDED SHOULD OUR OFFER NOT BE ACCEPTED. SHOULD OUR OFFER BE ACCEPTED, I/WE FURTHER AGREE TO DEPOSIT SUCH ADDITIONAL SUM WHICH ALONGWITH THE SUM OF EMD SHALL MAKE UP SECURITY DEPOSIT FOR THE WORK AS PROVIDED FOR IN THE TENDER SPECIFICATION WITHIN THE STIPULATED TIME AS MAY BE INDICATED BY BHEL, POWER SECTOR-WESTERN REGION, NAGPUR.

I/WE FURTHER AGREE TO EXECUTE ALL THE WORKS REFERRED TO IN THE SAID DOCUMENTS UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO THEREIN AND AS DETAILED IN THE APPENDICES ANNEXED THERETO.

PLACE:
DATE:

SIGNATURE OF TENDERER:
ADDRESS:

WITNESSES WITH THEIR ADDRESS

SIGNATURE	NAME	ADDRESS
1.		
2.		

SECTION-4

SPECIAL CONDITIONS OF CONTRACT

4.0 SCOPE OF WORK:- Civil, Structural and Architectural works for 3x33MW CCPP for Bharat Oman Refineries Limited, Bina

SCOPE OF WORK:- THE SCOPE OF WORK UNDER THESE SPECIFICATIONS IS CATEGORISED SPECIFIED AS UNDER:

- (A) The scope of Civil, Structural & Architectural works shall include supply of construction materials for all buildings, equipment and facilities for the project including ground improvement such as CNS wherever required. The nature of work generally involve earthwork in excavation, de-watering back filling around completed structures, and plinth filling, disposal of surplus earth, concreting including cutting, bending, binding and fixing reinforcement and form work, masonry work, plastering, painting, wall cladding, flooring, false ceiling, under deck insulation, false flooring, acid alkali resistant flooring/lining, fabrication, erection and alignment of all structural steel and miscellaneous steel (ie. Steel staircase, cable duct support, ladder, walkway, railing, chequered plate/grating floor, inserts, anchor bolts etc.), Paving, gravel filling, providing pre cast covers, trestles, cable duct, cooling water piping, channels, duct banks, expansion joints, rain water pipes, water supply and sanitary fittings, sewerage lines, sewage treatment plant, fire lighting system, effluent treatment, gate valves, damp proofing, roof water proofing, anti weed/anti-termite treatment, approaches, internal drainage, final grading and site clearance before handing over and any other items of work required for completion of all systems under the scope of complete work.
- (B) Engineering and design drawings for Civil, Structural and Architectural works are in the scope of BHEL PEDC – HYDERABAD. Fabrication drawings for the structures will be supplied by BHEL – HYDERABAD.

The scope of bidder for civil, structural and architectural works as defined above shall include but not be limited the following buildings/ areas/ systems along with their foundations, super structural and finishes etc complete.

1) <u>Plant Buildings :-</u>	<u>Sizes(LxBxH)</u>
a) S T G Building- cum -Control Room	120x30x25 m- 3 floors
b) CW Pump house	40x8x12 m
c) ESP Control Building.	30x7x5 m- 2 floors
d) Analyser Room	7x4x5 m
e) SWAS Room	15x12x5 m
f) Air Compressor Building	8 x8x6 m
g) Bunker Bay Building	35x12x60 m
h) Calibration Cylinder Shed	2.5x2.5x4 m
i) CW Chlorination Shed	11x5x5 m
j) CT Make-up Pump House	10x5x10 m
k) Fuel Forwarding Pump Shed	5x5x5 m
l) BFP Sheds	56x16x10 m

2) **Equipment Foundations** :-

- | | |
|--|-------|
| a) Steam Turbine Generator and its auxiliaries | 3set |
| b) CFBC Boiler with its auxiliaries | 3set |
| c) Electro Static Precipitator (ESP) | 1 no |
| d) Transformer foundations with blast wall | 9 nos |
| e) Fuel Oil Tank with dyke wall | |
| f) Boiler Feed Pumps | |
| g) FD fans | |
| h) ID fans | |
| i) Condensate Storage Tanks | |
| j) All other BOP Equipment listed in our mechanical & electrical scope | |

3) **Supporting Structure and Foundation** :-

- a) Deaerator Supporting Structure
- b) Pipe & Cable racks
- c) Bunker bay structure

4) **Services** :-

- a) Roads, drains and Culvert
- b) Storm water drains
- c) Oily water drain
- d) Service water lines
- e) Cable trenches including pre-cast trench covers
- f) Cooling Tower fore-bay with connection to CWPH
- g) Concrete paving in operating areas only
- h) Site micro grading and leveling after completion

The sizes of the buildings indicated above are only indicative and actual sizes may vary during detailed engineering.

4.0.1 The works to be performed under this contract consist of providing all labour, supervision, material, scaffolding, construction equipments, tools and plants, temporary works, supplies, transportation and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Testing of all materials, concrete, earthwork other allied works, preparation of bar bending schedules on the basis of construction drawings, preparation of fabrication drawings based on engineering drawings, hiring of agency for preparation of drawings, review & approval of drawing etc. are included in the scope of work. Works shall only be carried out with approved structural fabrication drawings.

4.0.2 Fabrication and erection of structural steel work involving rolled section, sections fabricated out of plates, chequered plates hand rails, primer and final painting for all steel structural works including supply of HSFG Bolts if any, low hydrogen quality electrodes for welding, non destructive testing etc. complete as per Quality Plan/Customer requirements. All field quality checks for welds like radiography, NDT, etc. are in the scope of work and agency should quote accordingly.

- 4.0.3 The area of work shall be cleared of all vegetation, rubbish and other objectionable matter and materials remove, shall be burnt or otherwise disposed of as directed by the Engineer-in-Charge.

No separate payment for this operation shall be made. The cost of all these operations shall be deemed to have been included in the unit rates rendered for the different items under bill of quantities.

- 4.0.4 All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts.
- 4.0.5 The unit rates shall include all material equipment, fixtures, labour construction plant, temporary works and everything whether of permanent or temporary nature necessary for the completion of job in all respects.
- 4.0.6 The unit rates quoted for various items of B.O.Q shall include all the stipulations mentioned in EIL' Technical Specification and PEDC- HYD's Technical Specification and in case of any conflict between the two, EIL's Technical Specification shall be binding on the successful bidder and nothing extra over B.O.Q rates shall be payable.

4.0.7 Structural steel, Earthing Strips and reinforcement steel (TMT rebars and mild reinforcement steel) as mentioned in respective BOQ shall be provided by BHEL at free of cost.

- 4.0.8 Design drawings showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner as far as possible.

4.1.0
MATERIALS TO BE USED FOR THIS PROJECT & WITH RESPECT TO THIS CONTRACT, PLEASE REFER, EIL'S TECHNICAL SPECIFICATION.

4.1.1
CUSTOMER SHALL PROVIDE LAND INSIDE PLANT PREMISES FOR REGULAR DISPOSAL AND ASSOCIATED ACTIVITIES IN RESPECT OF EXCAVATED SURPLUS EARTH, DISMANTLED MATERIALS GENERATED FROM THIS WORK. REFER SECTION-5 FOR FURTHER DETAILS IN THIS REGARD. RATES QUOTED SHALL BE INCLUSIVE OF ABOVE CONDITION.

4.1.2
CNS SOIL FOR BACKFILLING SHOULD BE AS PER SPECIFICATIONS AND FROM APPROVED SOURCE. CONTRACTOR SHALL ARRANGE HIS OWN BORROW PITS FOR CNS SOIL ETC., REQUIRED FOR BACKFILLING. RATES QUOTED SHOULD BE INCLUSIVE OF THIS FACTOR. ONLY

4.2.0
USE OF READY MIX/ PREMIX CONCRETE:

CONTRACTORS ARE SUPPOSED TO USE READY MIX/PREMIX CONCRETE, PRODUCED FROM THEIR OWN BATCHING PLANT FOR EACH AND EVERY GRADE OF CONCRETE WITH MINIMUM CEMENT CONTENT AS EXPLAINED IN RESPECTIVE ITEMS OF BOQ WITH THE APPROVAL OF BHEL/EIL. HOWEVER CONTRACTOR SHALL BE PERMITTED TO GO FOR THE USE OF CONVENTIONAL METHOD OF PRODUCING CONCRETE FOR SMALL QTY OF PCC.

THE CONTRACTOR SHALL INSTALL HIS MINIBATCHING PLANT, CONCRETE MIXTURE MACHINE, BATCHING PLANT, ARRANGE ALL T&P LIKE CONCRETE PUMP, TRANSIT MIXERS ETC., AT THE LOCATION PROVIDED BY CUSTOMER/BORLI, BINA AND THE LAND REQUIRED FOR THIS SHALL BE PROVIDED BY CUSTOMER. RATE QUOTED SHALL BE INCLUSIVE OF THIS FACTOR.

4.2.1

IT WILL BE THE RESPONSIBILITY OF CONTRACTOR TO ARRANGE FOR UN-INTERRUPTED MOVEMENT OF THE CONCRETE TRANSIT MIXTURE THROUGH THE PASSAGE GATE DURING THE CONCRETING THROUGH BATCHING PLANT TO AVOID ANY DETERIORATION OF QUALITY OF CONCRETE. THE CONTRACTOR SHALL OBTAIN ADVANCE PERMIT/ GATE PASSES, PERMISSION FROM THE CUSTOMER IN THIS REGARD. ANY LOSS OF MATERIAL OR CONCRETE MIX ETC., DUE TO ANY PROBLEM DURING TRANSIT OF SUCH PRE-MIX CONCRETE SHALL ENTIRELY BE ON CONTRACTOR'S ACCOUNT AND BHEL SHALL NOT BE RESPONSIBLE FOR SUCH LOSS IN ANY MANNER.

4.3.0

ALL ARCHITECTURAL ITEMS SHALL BE PURCHASED FROM ONLY THE VENDORS APPROVED BY BHEL/EIL. LIST OF SUCH APPROVED VENDORS IS APPENDED WITH THESE SPECIFICATIONS. THE LIST MAY UNDERGO REVISIONS FROM TIME TO TIME. THEREFORE, THE CONTRACTOR SHALL ASCERTAIN CURRENCY OF APPROVAL IN RESPECT OF ANY VENDOR FROM WHOM HE IS LIKELY TO SOURCE ANY ITEM.

4.3.1

CONTRACTOR SHALL TAKE DELIVERY OF CERTAIN STEEL MATERIALS **LIKE REINFORCEMENT STEEL, STRUCTURAL STEEL, EARTHING STRIPS AND FOUNDATION BOLTS** ETC. FOR BOILER, ESP, AND OTHER INSERTS FOR TG DECK ETC. ETC. SUPPLIED BY BHEL PSWR/BHEL UNITS FROM BHEL SITE STORES/STORAGE YARD IN THE PRESCRIBED PROFORMA. FIXING OF FOUNDATION BOLTS IN IMPORTANT EQUIPMENT FOUNDATIONS LIKE BOILER, ESP, ID FANS, INSERTS IN TG DECK SHALL BE DONE BY USING STEEL TEMPLATES EXCLUSIVELY MADE FOR THIS PURPOSE WITHIN THE QUOTED RATE. WOODEN TEMPLATES SHALL NOT BE PERMITTED. BOLT AND INSERTS AFTER FIXING IN POSITION SHALL BE PROPERLY WELDED WITH ADJACENT STEEL/REINFORCEMENT MEMBER TO RETAIN IN CORRECT POSITION AND TO ENSURE ALIGNMENT/VERTICALITY DURING CONCRETING.

4.4 STRUCTURAL WORKS

THE WORK INVOLVES: FABRICATION, ERECTION, WELDING AND ALIGNMENT AND HANDING OVER OF STRUCTURES TO BHEL /THEIR AGENCY FOR FURTHER WORKS.

FABRICATION AND ERECTION OF STRUCTURAL STEEL INCLUDING ALL INTERFACING WORK AND MISCELLANEOUS WORK. THE NATURE OF WORK SHALL INCLUDE COLUMNS, BEAMS, SPlicing OF STEEL WORKS AS NEEDED, BRACINGS, PURLINS, TRUSSES, SHEETINGS, RUNNERS, SAG RODS, TIES, STRUTS, WALKWAYS, GALLERIES, STAIRS, STEPS, LADDERS, HANDRAILS, FLOOR GRATINGS, CHEQUERED PLATE WORK, M.S. PIPES, EQUIPMENT SUPPORTING PLATFORMS, MISC. PIPE SUPPORTS AND ALL OTHER MISC. STRUCTURES REQUIRED FOR SUCCESSFUL COMPLETION OF THE PROJECT.

STRUCTURAL STEEL & STAINLESS STEEL, TMT REBARS SHALL BE PROVIDED BY BHEL AT FREE OF COST FROM FOLLOWING MANUFACTURERS APPROVED BY BHEL/EIL:

- (i) M/S SAIL
- (ii) M/S TISCO
- (iii) M/S RINL
- (iv) M/S JINDAL
- (v) SAIL'S CONVERGENT AGENT

THE MATERIAL SHALL BE PURCHASED DIRECTLY FROM ABOVE MANUFACTURERS OR ANY AUTHORISED DEALER/STOCKIST OF THE ABOVE MANUFACTURERS AND AVAILABLE BRAND FROM ABOVE CAN BE USED ON PRIOR APPROVAL FROM BHEL/EIL AS INDICATED ELSEWHERE IN THE TENDER SPECIFICATION SHALL ARRANGE MANUFACTURERS' TEST CERTIFICATE AND OTHER TEST REPORT.

4.4.0 SUPPLY, FABRICATION AND ERECTION OF MS PIPES, HANDRAILS AS PER DRAWING AND SPECIFICATIONS.

4.4.1

SUPPLY AND FIXING OF FLOOR GRATINGS, STEPS AS PER SPECIFICATIONS.

4.4.2

SUPPLY OF HIGH TENSILE BOLTS (HSFG/HT), MILD STEEL BOLTS, NUTS, PLAIN/TAPER AND SPRING WASHERS, ALL ELECTRODES REQUIRED FOR SHOP AND FIELDWORK FROM BHEL'S APPROVED VENDORS.

4.4.3

SHOP AND FINAL PAINTING AS PER TECHNICAL SPECIFICATION AFTER PROPERLY CLEANING THE STEEL SURFACES WITH **GRIT BLASTING**. ALL STEEL STRUCTURALS HAVE TO BE **CLEANED WITH GRIT BLASTING** ETC BEFORE APPLICATION OF PRIMER AND PAINT. ALL ARRANGEMENTS FOR GRIT BLASTING LIKE COMPRESSOR OF REQUIRED CAPACITY, HOSE TEMP. SHED, AND JUTE ETC, PAINTING BRUSH (MECHANISED SPRAY PAINTING) AND ALL OTHER CONSUMABLES, AND ALL OTHER ARRANGEMENTS INCLUDING CONSUMABLES BE THE CONTRACTOR'S RESPONSIBILITY. SURFACE PREPARATION OF STEEL STRUCTURES WITH GRIT **BLASTING** SPECIFIED SHALL BE APPLICABLE FOR THIS CONTRACT.

4.4.4

GROUTING UNDER STANCHION BASES AS PER SPECIFICATIONS. BASE GROUTING WILL HAVE TO BE DONE ONLY FOR STRUCTURAL WORK CARRIED OUT BY THE CONTRACTOR.

4.4.5 WELDING

WELDING SHALL BE DONE BY THE QUALIFIED WELDERS. WELDER'S TEST TO BE CONDUCTED AT SITE IN PRESENCE OF BHEL/BHEL'S CUSTOMER. PROCESS QUALIFICATION IF REQUIRED SHALL BE ARRANGED BY CONTRACTOR. ALL SAMPLES FOR THE WELDER'S QUALIFICATION TEST SHALL BE ARRANGED BY CONTRACTOR. QUOTED RATE SHALL BE INCLUSIVE OF ALL THE EXPENDITURE TOWARDS TESTING OF WELDERS FOR DESTRUCTIVE AND NON-DESTRUCTIVE TEST, TESTING AND APPROVAL OF WELDERS ETC., COMPLETE. ALL WELDED JOINTS SHALL BE SUBJECT TO THE ACCEPTANCE OF BHEL ENGINEER. ALL THE WELDED JOINTS SHALL BE CLEANED OF SLAG ETC., AND PAINTED WITH PRIMER TO PREVENT CORROSION AT NO EXTRA COST TOWARDS THIS. **FOR THIS, CONTRACTOR SHALL SUPPLY PRIMER, WHICH SHALL BE AS PER THE BHEL/EIL SPECIFICATION.**

4.4.6

CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENT INSIDE THE PLANT PREMISES FOR PROCURMENT, TRANSPORTATION TO PROJECT SITE AND STORAGE OF THE CEMENT AND OTHER MATERIALS INCLUDING THE BUILDING MATERIALS. SPACE FOR DEVELOPMENT OF SUCH INFRASTRUCTURE FACILITIES SHALL BE PROVIDED BY BHEL/EIL AT FREE OF COST. ALSO FOR FABRICATION OF STEEL STRUCTURALS AND REINFORCEMENTS THE NECESSARY AREA INSIDE THE PLANT PREMISES WITH ALL NECESSARY INFRASTRUCTURES HAS TO BE ARRANGED BY THE CONTRACTOR. ALL COSTS, DUTIES, LAVIES, TAXES AND INCIDENTAL, CHARGES ETC., HAVE TO BE BORNE BY THE CONTRACTOR. REQUISITE FENCING AND OTHER SUITABLE SECURITY ARRANGEMENTS ETC., SHALL BE THE CONTRACTOR'S RESPONSIBILITY. TRANSPORT OF THE WORKED AND FABRICATED ITEMS, ARRANGING GATEPASSES AND OTHER PERMITS ETC., IS ALSO PART OF CONTRACTOR'S RESPONSIBILITY. THE RATES QUOTED SHALL BE INCLUSIVE OF ALL THE ABOVE AND RELATED FACTORS. NO CLAIM WHATSOEVER WILL BE ENTERTAINED BY BHEL IN THIS REGARD. REFER SECTION-5 IN THIS REGARD.

4.5 GENERAL

4.5.1

THE DETAILED SCOPE OF WORK COVERED IN THESE SPECIFICATIONS IS NOT A COMPREHENSIVE LIST OF THE ITEMS OF WORK INVOLVED. THE DETAILED SCOPE OF WORK MAY VARY CONSIDERABLY DEPENDING ON THE ACTUAL CONSTRUCTION REQUIREMENTS AND AS PER DRAWINGS RELEASED.

4.5.2

THE SCOPE OF WORK WILL ALSO INCLUDE SUCH OTHER RELATED WORKS, IN AND OUTSIDE OF BATTERY LIMIT, ALTHOUGH THEY MAY NOT BE SPECIFICALLY MENTIONED IN THESE PARAGRAPHS AND ALL SUCH INCIDENTAL ITEMS NOT SPECIFIED, BUT REASONABLY IMPLIED AND NECESSARY FOR COMPLETION OF THE JOB AS A WHOLE, AS DESIRED AND AS DIRECTED BY THE ENGINEER.

4.5.3

THE DRAWINGS ENCLOSED WITH THIS TENDER ARE INTENDED TO GIVE THE TENDERER A GENERAL IDEA OF THE TYPE AND EXTENT OF WORK INVOLVED. THE DRAWINGS ARE AS SUCH ONLY INDICATIVE AND NOT TO BE CONSTRUED AS THE EXACT CONSTRUCTION DRAWINGS. THE WORK SHALL BE EXECUTED AS PER THE "AFC" DRAWING (**APPROVED FOR CONSTRUCTION**) SUPPLIED BY BHEL FROM TIME TO TIME (2 SETS) IN PHASED MANNER.

4.5.4

ALL EQUIPMENTS SHALL BE HANDLED VERY CAREFULLY TO PREVENT ANY DAMAGE OR LOSS. THE MATERIAL FROM THE CONTRACTOR'S STORAGE YARD SHALL BE MOVED TO THE ACTUAL SITE OF ERECTION/ LOCATION AT THE APPROPRIATE TIME AS PER THE DIRECTION OF BHEL ENGINEER SO AS TO AVOID DAMAGE/LOSS OF SUCH MATERIAL, CONGESTION AT SITE.

4.5.5

MATERIALS SHALL BE STACKED NEATLY, PRESERVED AND STORED IN THE CONTRACTOR'S SHED AND WORK AREAS IN AN ORDERLY MANNER.

4.5.6

SHOULD THE CONTRACTOR OR HIS WORKMEN OR SERVANTS BREAK, DEFACE, INJURE OR DESTROY ANY PART OF A BUILDING, ROAD, KERBS, FENCE, ENCLOSURES, WATER PIPES, CABLES, DRAINS, ELECTRIC OR TELEPHONE POSTS OR WIRES, TREES OR ANY OTHER PROPERTY, OR TO ANY PART OF ERECTED EQUIPMENTS AND STORED COMPONENTS ETC., THE CONTRACTOR SHALL MAKE THE SAME GOOD AT HIS OWN EXPENSE OR IN DEFAULT, THE BHEL SITE ENGINEER MAY CAUSE THE SAME TO BE MADE GOOD BY OTHER AGENCY OR BY OTHER MEANS AND DEDUCT THE EXPENSE WITH BHEL OVERHEAD (OF WHICH THE SITE ENGINEER'S DECISION IS FINAL) FROM ANY SUMS THAT MAY BE THEN OR AT ANY TIME THEREAFTER BECOME DUE TO THE CONTRACTOR OR FROM HIS SECURITY DEPOSIT OR ANY OTHER MONEY DUE.

4.5.7

THE WORK HAS TO BE EXECUTED WITH THE CONSTRAINTS LIKE RAIN, INSUFFICIENT SPACE, IMPROPER APPROACH ROADS ETC., 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.

4.5.8

THE CONTRACTOR SHOULD SATISFY BHEL THAT AN ACCIDENT RISK INSURANCE POLICY IN RESPECT OF HIS EMPLOYEES AS PER WORKMEN COMPENSATION ACT, IS TAKEN BEFORE STARTING OF THE WORK AND ALSO SATISFY BHEL THAT THE POLICY IS KEPT IN FORCE TILL THE CONTRACT IS COMPLETED.

4.5.9

RECOVERIES WILL BE MADE FROM CONTRACTOR'S BILLS FOR ANY LIABILITY ACCRUED TO BHEL/BSECL FOR THE ACCIDENTS AND REFUND OF THE SAME SHALL BE CONSIDERED LATER, AFTER THE CLAIM IS FULLY SETTLED BY INSURANCE AUTHORITIES.

4.6.1

THE CONTRACTOR SHALL SUBMIT SURVEY REPORT/PERFORMANCE REPORT OF THE TOOLS AND PLANTS DEPLOYED BY HIM AND BEING UTILISED ON THE WORK UNDER THE SCOPE. THESE SURVEY REPORTS/PERFORMANCE REPORTS ARE TO BE OBTAINED BY CONTRACTOR FROM THE CUSTOMER OF BHEL/INSURANCE AUTHORITIES AND SUBMITTED TO BHEL AT NO EXTRA COST.

4.6.2

IN CASE, ANY ADDITIONAL EXPENDITURE IS/TO BE INCURRED IN WORK DURING EXECUTION ARISING OUT OF THE FAULTY EXECUTION OF SUCH WORK BY THE CONTRACTOR, THE SAME SHALL BE BORNE BY THE CONTRACTOR.

4.7 ALSO INCLUDED IN THE SCOPE

UNLESS OTHERWISE SPECIFIED, THE WORK TO BE PROVIDED FOR BY THE CONTRACTOR FOR THE ITEMS AS MENTIONED IN THE "SCHEDULE OF ITEMS"/ RATE SCHEDULE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

4.8.0

FURNISHING ALL LABOUR, MATERIALS, SUPERVISORS, CONSTRUCTION PLANTS, EQUIPMENT, SUPPLIES, TRANSPORT TO AND FROM THE SITE, FUEL, ELECTRICITY, COMPRESSED AIR, WATER, TRANSIT AND STORAGE INSURANCE AND ALL OTHER INCIDENTAL ITEMS AND TEMPORARY WORKS NOT SHOWN OR SPECIFIED BUT REASONABLY IMPLIED OR NECESSARY FOR THE PROPER COMPLETION, MAINTENANCE AND HANDING OVER OF THE WORK, EXCEPT IN ACCORDANCE WITH THE STIPULATIONS LAID DOWN IN THE CONTRACT DOCUMENTS AND ADDITIONAL STIPULATIONS AS MAY BE PROVIDED BY THE ENGINEER DURING THE COURSE OF WORKS.

4.8.1

FURNISHING MANUFACTURER'S TEST CERTIFICATES AND LABORATORY REPORT IN RESPECT OF THE PRODUCTS USED OR INTENDED TO BE USED, IF CALLED FOR IN THE SPECIFICATIONS OR IF SO DESIRED BY THE ENGINEER. APPROVAL OF THESE MANUFACTURER'S TEST CERTIFICATES SHALL BE OBTAINED MANDATORILY FROM BHEL PRIOR TO USE OF RESPECTIVE MATERIALS WHICH OTHERWISE MAY RENDER THESE MATERIALS LIABLE FOR REJECTION.

4.8.2

FURNISHING SAMPLES OF ALL MATERIALS REQUIRED BY THE ENGINEER FOR TESTING/INSPECTION AND APPROVAL FOR USE IN THE WORKS. THE SAMPLES MAY BE RETAINED BY THE ENGINEER FOR FINAL INCORPORATION IN THE WORKS.

4.8.3

GIVING ALL NOTICES, PAYING ALL FEES, TAXES ETC. IN ACCORDANCE WITH THE GENERAL & SPECIAL CONDITIONS OF CONTRACT, THOSE ARE REQUIRED FOR ALL WORK .

4.8.4

ARRANGING MANUFACTURER'S SUPERVISION FOR ITEMS OF WORK DONE AS PER MANUFACTURERS' SPECIFICATION WHEN SO SPECIFIED.

4.8.5

CARRYING OUT TOPOGRAPHIC SURVEY OF THE ENTIRE PLOT AND ESTABLISH LEVELS AND CO-ORDINATES AT SUITABLE INTERVALS FROM EXISTING GRID LEVELS AND CO-ORDINATES FURNISHED BY THE OWNER ESTABLISH BENCH MARKS, SETTING OUT THE LOCATION AND LEVELS OF PROPOSED STRUCTURES, CONSTRUCTION AND MARKING OF REFERENCE PILLARS AND OTHER IDENTIFICATION WORKS ETC. THE CONTRACTOR SHALL PROVIDE THE OWNER/BHEL SUCH ASSISTANCE, INSTRUMENTS, MACHINES, LABOUR AND MATERIALS AS ARE NORMALLY REQUIRED FOR EXAMINING, MEASURING AND TESTING ANY WORK AND THE QUALITY, WEIGHT OR QUANTITY OF ANY MATERIAL USED.

4.8.6

PROVIDING ALL INCIDENTAL ITEMS NOT SHOWN OR SPECIFIED BUT REASONABLY IMPLIED OR NECESSARY FOR THE SUCCESSFUL COMPLETION OF THE WORK IN ACCORDANCE WITH CONTRACT.

4.8.7

LIASIONING WITH AND OBTAINING ALL APPLICABLE CLEARANCE FROM CONCERNED AUTHORITY (IN ANY) FOR THE PORTION OF WORK EXECUTED UNDER THESE SPECIFICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. BHEL WILL PROVIDE ONLY THE TECHNICAL ASSISTANCE LIKE FURNISHING TECHNICAL INFORMATIONS ETC. IN THIS REGARD. ALL STATUTORY FEES PAID IN THIS REGARD SHALL BE RE-IMBURSED ON ACTUALS BY BHEL ON PRODUCTION OF PROOF OF PAYMENT THEREOF. ALL OTHER ARRANGEMENTS AND EXPENSES SHALL BE BORNE BY THE CONTRACTOR.

4.9 WORKS BY OTHERS:

NO WORK UNDER THIS SPECIFICATION WILL BE PROVIDED BY ANY AGENCY OTHER THAN THE CONTRACTOR UNLESS SPECIFICALLY MENTIONED ELSEWHERE IN THE CONTRACT.

4.10.2

THE SCOPE OF WORK UNDER THIS CONTRACT IS DEEMED TO BE COMPLETE ONLY WHEN SO CERTIFIED BY THE ENGINEER INCHARGE OF BHEL.

4.11.0

CONTRACTOR SHALL DISPLAY 'DANGER BOARDS' AS PER INSTRUCTION OF BHEL/ CUSTOMER AS PER REQUIREMENT.

4.11.1

CONTRACTOR SHALL NOT BE ALLOWED TO BRING ANY INFLAMMABLE MATERIAL INSIDE THE PLANT. HOWEVER, FOR ABSOLUTE REQUIREMENT OF THESE MATERIALS, CONTRACTOR SHALL HAVE TO TAKE ADVANCE PERMISSION/APPROVAL FROM BHEL/CUSTOMER AND SHALL STORE IN PROPER PLACE FOLLOWING ADEQUATE SAFETY MEASURES AND SHALL PUT BANNER/BOARD DANGER/ INFLAMMABLE /HIGHLY INFLAMMABLE/NO SMOKING' AS PER THE REQUIREMENT OF BHEL/CUSTOMER.

4.11.2

CONTRACTOR SHALL PROVIDE SUFFICIENT QUANTITIES OF FIRE HYDRANT (WATER, SAND) AND FIRE EXTINGUISHERS AT SAFE/ACCESSIBLE DISTANCE WHILE CARRYING OUT HOT WORK. CONTRACTOR SHALL DEPLOY HIS TRAINED PERSONS FOR OPERATION OF SUCH SAFETY EQUIPMENT.

4.11.3 FIELD QUALITY LAB.

THE CONTRACTOR HAS TO ESTABLISH A SEPARATE FIELD QUALITY LAB AT SITE WITH ALL REQUISITE INSTRUMENTS AND QUALIFIED ENGINEERS/SUPERVISOR FOR DAY-TO-DAY QUALITY CHECKS OF CONCRETE AND OTHER BUILDING MATERIALS DURING THE PROGRESS OF WORK. ALL QUALITY RECORDS AND LOGSHEETS SHALL BE MAINTAINED AS PER THE REQUIREMENT OF BHEL/BHEL'S CUSTOMER AND AS PER FIELD QUALITY PLAN APPROVED BY BHEL/MPSEM/CONSULTANT.

4.12 FINAL PAINTING

SURFACE PREPARATION INCLUDING FINAL PAINTING ON THE STRUCTURAL STEEL AND OTHER PART OF THE WORK SHALL BE DONE STRICTLY AS PER BHEL/EIL SPECIFICATION.

4.13 GROUND WATER TABLE: GROUND WATER TABLE ENCOUNTERED DURING WORKS HAS TO DEWATERED DURING EXECUTION OF WORK.

4.13 (A) –THE TECHNICAL SPECIFICATION FOR THE WORK TO BE EXECUTED FOR THIS TENDER SHALL BE AS PER TECH. SPEC- VOLUME-II. THIS BID CONTAINS SPECIFICATION OF BHEL AND EIL(Engineers India Ltd) SPECIFICATION. IN CASE OF ANY CONFLICT BETWEEN EIL SPECIFICATION AND BHEL SPECIFICATION, EIL SPECIFICATION WILL HAVE PRECEDENCE OVER BHEL SPECIFICATION.

(FOLLOWING TERMS AND CONDITIONS FROM CL NO : 4.14.0 TO 4.19.4 ARE APPLICABLE ONLY FOR WEIGH BRIDGE)

4.14.0 WEIGH BRIDGE: Scope of Services/Work & Contractor's Responsibilities:

Providing services of Pit-less Weighbridge of 100 MT Capacity of size 20 m x 3.5 m on Build, Own and Operate basis at the construction site of 3x33 MW CCPP, BORL BINA

4.14.1

The Scope of Services shall include Design, Procurement/Manufacturing, Deployment at Project Site, Civil Construction, Installation, Testing, Commissioning, Operation (including manning in required shifts as per BHEL requirement), Maintenance (including supply of spare parts for day to day operation and also for the scheduled and/ or breakdown maintenance of all the equipment, Instruments and complete installation in totality), Dismantling after closure of Services, removal and disposal of equipment, scrap, earth, debris etc. from project site and restoration of the location in clean, level & soil compacted state.

4.14.2 The above scope of work includes complete civil work like excavation, suitably capable foundation & backfilling, leading and trailing ramps of RCC of gentle gradient etc. complete for installation of Weigh Bridge and Operation-cum-Control Room including, Mechanical, Electrical and Electronics items and any other items necessary for regular operation of the Weigh Bridge including cost of materials, labor, permits, licenses etc as applicable.

4.14.3

All equipment necessary for the required service shall be tested as per relevant IS and/or other applicable specifications at works prior to the shipment to site for Installation. On completion of Installation and Commissioning of the complete facility the same shall, in witness of BHEL, be subject to Load Test / Acceptance Test as per applicable Indian Standards or relevant engineering practice. On successful completion and acceptance of such test duly certified by BHEL, the equipment/installation shall be declared Operational for contractual purposes.

4.14.4

The service shall be rendered to suit BHEL site requirement, which may require single shift/ two shift/ round the clock, operation of the facilities. The services may be required on weekends and holidays as well, as per BHEL site activities.

4.14.5

Providing the environment control and regulation equipments such as Room Air Conditioner, Dust guard, Air Curtain etc as may be required to take care of electronics systems and installations to ensure continuous satisfactory availability and operation of service facilities is within the scope of work.

4.14.6

All Tools & Plants including crane, if any, materials, consumables etc required for installation of Weigh Bridge and all other facilities etc are in the scope of the service provider. All consumables required for Operation and the contractor shall arrange maintenance of the facilities. BHEL shall not provide any facility in this regard.

4.16.7

All staff, skilled, semi/un-skilled labour for Installation and Commissioning, Operation and Maintenance and any other requirement for rendering the service shall be in the contractor's scope.

4.14.8

Contractor shall arrange and ensure periodical calibration of the facilities/ equipment with / from the Government authorized agency / Govt. Department with traceability to National Physical Laboratory of India. Also, all the relevant test as per IS and/or any other requirement shall be arranged by the contractor. The proof of all such calibrations and tests shall be furnished to BHEL. All fees, charges as applicable in this regard are in contractor's scope.

4.14.9

Contractor shall arrange Inspection by the Statutory Authorities as applicable to all his facilities and operation. Contractor shall pay all fees, charges etc as applicable.

4.14.10

The Contractor shall arrange construction water required for civil works of the Weighbridge.

4.14.11

BHEL shall provide at one point the electricity supply 230 V, 50Hz, for Installation and for Operation & Maintenance of the contractor's site facilities. However, all necessary arrangements for drawl and distribution (with complete arrangement for cables, distribution boards and protection devices such as breakers etc) for his use shall be arranged by the contractor. This set up has to be approved and cleared for use by the relevant authority (electrical inspectorate). BHEL shall not be responsible for damage(s), if any, to contractor's facilities/ equipments etc on account of any fluctuation in supply side parameters.

4.14.12

Contractor shall arrange appropriate insurance cover for his installations and facilities as also for staff and labour for entire period of contract and extension thereof, if any. Proof of it shall be furnished to BHEL.

4.14.13

Contractor shall make security arrangement for his installations and facilities.

4.14.14

Contractor shall provide area illumination around his facilities suitable to need and in consultation with BHEL.

4.14.15

Regular repair, maintenance and upkeep of all installations & facilities arising out of wear and tear during use particularly of ramps and platforms shall be ensured for satisfactory availability and operation of installations & facilities as incidental.

4.14.16

On completion of service contract period the complete set up installed and other facilities created shall be removed by the contractor and from the project premises and level the ground etc without any additional cost to BHEL within time frame specified by BHEL. BHEL will not provide any T&P, consumables etc for removal of contractor's facilities and equipments etc.

4.14.17

Contractor shall follow all regulations and BHEL directives with regard to Safety as applicable to the service being rendered.

4.14.18

Contractor shall obtain necessary Gate Pass, permission for shift operation/overstay as may be required by BHEL/Client for the time being.

4.14.19

Contractor at all times during the currency of this contract shall possess necessary license, permits as applicable to the provision of this service and pay all fee and charges as may be applicable. BHEL shall in no way be held responsible for any of the lapse of the contractor.

4.14.20 **BRIEF TECHNICAL SPECIFICATION OF THE WEIGH BRIDGE**

A brief technical Specification of the electronic weighbridge is as follows:

Number required	: 1
Carrying capacity/strength	: 120T
Weight capacity	: 100T
Type	: Pit Less Type Road Weigh bridge
Number of Platform	: 1
Size of platform	: 20 m x 3.5 m
Least count	: 10 Kg
Purpose	: Weighment of Laden and Empty Trucks, Trailers, Tankers etc
Accuracy	: (+) (-) 0.05% of Full Scale
Type of the system	: Microprocessor controller based with : load cells
Display: Print out	Digital display in Kilograms for full Automatic print out should be generated for each weighment through the System

Capacity and should have adequate font size (at least 13mm) legible with contrasting background

Bidder shall along with his offer submit the complete technical information with regard to the weighbridge offered as part of service.

4.15 FACILITIES TO BE PROVIDED BY BHEL

4.15.1

BHEL will provide only the space/land (60 m x 15 Mtrs) approximate free of cost for setting up the equipments and facilities required for this service.

4.15.2

Approach road to Weigh Bridge shall be provided by us for the movement of loaded/unloaded trailers/trucks etc.

4.15.3

As provided elsewhere BHEL will provide Electric supply at one point free of charge to the contractor. However, any cess and duties levied/leviable on electricity consumed shall be to the contractor's account.

4.16 AVAILABILITY OF SERVICES, PREVENTIVE MAINTENANCE, BREAKDOWN MAINTENANCE & PENALTY DUE TO BREAKDOWN ETC.

4.16.1

Contractor shall provide his equipment and other resources in such a manner so as to ensure uninterrupted service as and when required by BHEL. Accordingly all his installations and facilities shall be operative. No undue delays shall occur in weighing of carriers on account of any failure of contractor's services.

4.16.2

For preventive maintenance, contractor shall plan the activities in advance in consultation with BHEL and execute such plans within the time approved by BHEL, expeditiously so as to ensure barest minimum down time. No penalty will be charged for such down time for preventative maintenance.

4.16.3

For unforeseen Breakdowns in a service month a cumulative Service Non-availability of 3 days (72 Hrs) but not exceeding 12 Hrs. at a stretch on any single occasion will be permitted, as incidental and no penalty shall be levied for such breakdowns. However, contractor shall expedite remedial action so as to restore the services back to normal with least of disruption. Such allowable breakdown duration can be availed only in the concerned service month and cannot be adjusted against any other service month. Also such allowance shall be applicable only in case of a machinery breakdown/malfunction and not for any break in services attributable to absenteeism of personnel.

4.16.4 PENALTY

In case the contractor fails in delivering the contracted service over and above the allowed period as specified above, BHEL shall levy penalty for each additional hour or part thereof beyond such allowances in the following manner:

- (a) The regular payment (as per Terms of Payment) for those many hours of service not available beyond allowance shall not be paid. The Hourly rate shall be calculated as under:

$$\text{HOURLY RATE} = \frac{\text{Amount Payable for the relevant Service Month}}{30 \text{ days} \times 16 \text{ hours}}$$

- (b) In addition to the disallowance of regular payment as above, a non-refundable penal charge at the rate of 50% of such hourly rate for the hours of service not available beyond allowed periods shall also be levied in the RA bill of respective month.

4.17.0 MOBILISATIONS, CONTRACT PERIOD, EXTENSION OF CONTRACT PERIOD & OVERRUN CHARGES FOR WEIGHBRIDGE ONLY

4.17.1 TIME SCHEDULE AND MOBILIZATION

The contractor shall reach site, make his establishment and be ready to commence the **installation/construction activities within two weeks from issue of detailed letter of award** or as per directions of Construction Manager of BHEL. The Contractor shall have to subsequently augment his resources in such a manner that the entire facility for weigh bridge is ready for BHEL's use within two months.

4.17.2 Contract Period

The total contract period shall be 22 months and be divided in two parts as under:

- (a) **Installation Period:**
The Installation Period of 2 months is provided for contractor to install & commission his equipment, set up the necessary establishment and make operational all his facilities for rendering the service.
- (b) **Operation Period:**
The Operation Period shall be 20 months from the date of declaring the facilities of contractor as "Operational" as per relevant clause.

4.17.3 Extension of the Contract Period, Penalty for Delay/Overrun Charges for Extension in Operation Period

(a) **Installation Period:** Installation of the required facilities in all respect shall have to be completed within the stipulated Installation Period. Delay in this if any, attributable to the Contractor shall attract levy of penalty @ 0.5% per week or part thereof limited to 5% of the Contract value. Appropriate amount (penalty) will be deducted from the proceeds of the first bill of the Contractor.

BHEL will grant extension of Installation Period for reasons not attributable to the Contractor. It shall be the sole responsibility of the Contractor to prove that the reasons of delay are not attributable to the Contractor. Contractor shall record such factors in the form of Minutes of Meeting with BHEL Site.

In the event the delay is partially attributable to the Contractor, the penalty leviable on Contractor will be limited to that part of the delay, which is attributable to him.

(b) **Operation Period:** BHEL at its discretion and requirement may extend the Operation Period on existing terms and conditions for another period of maximum of Six (6) Months after the completion of Operation Period of 22 Months. For such extended period a consolidated payment (Overrun Charges) of Rs. 15,000/ per month will be made by BHEL to the contractor. This amount will be pro-rated (Daily rate = Rs. 15,000.00 divided by 30) for part of the month. No other payments will be made in the extended period.

4.18.0 PRICE OFFER AND TERMS OF PAYMENT

4.18.1 PRICE OFFER

Contractor shall offer a lump sum price inclusive of all cost elements such as costs of equipment, construction, installation, operation & maintenance, spares, all taxes, duties, levies and charges etc excepting those obligations which are specified as BHEL scope. The agreed price shall remain firm throughout the Contract Period including extensions if any.

4.18.2 TERMS OF PAYMENT FOR PROVIDING WEIGH SERVICE ONLY:-

The agreed lump sum price for this service will be paid in the following manner by BHEL at the project site.

4.18.2.1

16% of the accepted lump sum price shall be paid on BHEL's certification of contractor's facilities as "Operational" for the service as per relevant clauses.

4.18.2.2

The balance 84% will be paid in 22 equal installments as regular monthly payment toward each completed month of service on providing satisfactory services and certification thereof by BHEL engineer. Where services are rendered for a part of the month the payment shall be made on pro-rata basis for the utilized number of days.

4.18.2.3

Contractor shall raise bills accordingly and payment will be made at site by local account payee check. Payments for such running bills shall made within 30 days from the date of each of such RA bill.

4.18.2.4

BHEL shall not pay any charges other those specified in these specifications.

4.19.0 GENERAL INFORMATION

4.19.1 VARIATION IN QUANTITY/DURATION:-

It is anticipated that in total about 10,000 - 11,000 MT of incoming and outgoing materials, mostly steel, will pass through the weighbridge spread over the Operation Period and Extensions thereof. However, these quantities and Operation Period may vary to any extent on upper/lower side depending upon the site conditions and BHEL requirements. No claim whatsoever from the contractor shall be entertained on account of any such variation in quantities or Operation Period.

4.19.2

The service shall be rendered and facilities shall be available for exclusive use of BHEL. The facilities shall not be used for any commercial use other than that as specified in this Tender Specification.

4.19.3

Service provider shall take back the entire installation (building, foundation, equipment, accessories etc.) after the completion of Contract Period (including extensions thereof).

4.19.4

The contract shall deem to be completed when so certified by BHEL.

SECTION-5

SPECIAL CONDITIONS

5.0 OBLIGATIONS OF THE CONTRACTOR (TOOLS, TACKLES, MATERIALS, CONSUMABLES ETC.)

5.1

BHEL/CUSTOMER/CONSULTANT SHALL PROVIDE LAND OUTSIDE THE PROJECT FOR CONSTRUCTION OF TEMPORARY LABOUR COLONY AT FREE OF COST. THE AGENCY SHALL HAVE TO BUILD LABOUR COLONEY WITH BRICK WORKS/GI/AC SHEETS, NO WOODEN/THATCHED CONSTRUCTION SHALL BE PERMITTED IN THIS REGARD. NECESSARY ARRANGMENT FOR WATER AND ELECTRICITY IN LABOUR COLONEY SHALL BE IN CONTRACTORS SCOPE. ALL CHARGES FOR WATER AND ELECTRICITY SHALL BE BORN BY THE AGENCY/CONTRACTOR..

5.2 TOOLS AND TACKLES

5.2.1

ALL TOOLS AND TACKLES LIKE CONSTRUCTION EQUIPMENTS AS PER ANNEXURE MENTIONED ELSEWHERE, CONCRETE BATCHING MIXING PLANT OF REQUIRED CAPACITY, TRANSIT MIXER MACHINES, CONCRETE PUMPS, POCLAINS, TIPPERS, ROAD ROLLERS, DEWATERING SYSTEM, VIBRATORS, PLATE VIBRATORS, CRANES OF ADEQUATE CAPACITY FOR UNLOADING, LOADING OF RAW & FABRICATED MATERIALS, PRE-ASSEMBLY ETC TO BE DONE AT CONTRACTOR'S STORAGE CUM FABRICATION YARD OUTSIDE/INSIDE PLANT PREMISES INCLUDING OPERATOR/DRIVER, FUEL, LUBRICANTS, ALL OTHER CONSUMABLES AND REQUIREMENTS HAVE TO BE ARRANGED BY THE CONTRACTOR.

5.2.2

ALL TOOLS AND TACKLES TO BE USED BY THE CONTRACTOR FOR THE WORK SHALL HAVE THE PRIOR APPROVAL OF BHEL ENGINEER IN REGARD TO BRAND, QUALITY AND SPECIFICATION.

5.2.3

CONTRACTOR SHALL PROVIDE ALL THE NECESSARY SCAFFOLDING MATERIALS, TEMPORARY STRUCTURES AND NECESSARY SAFETY DEVICES ETC.

5.2.4

CONTRACTOR SHALL MAINTAIN AND OPERATE HIS TOOLS AND PLANTS IN SUCH A WAY THAT MAJOR BREAKDOWNS ARE AVOIDED. IN THE EVENT OF MAJOR BREAKDOWN, CONTRACTOR SHALL MAKE ALTERNATE ARRANGEMENTS EXPEDITIOUSLY SO THAT THE PROGRESS OF WORK IS NOT HAMPERED.

5.2.5

IN THE EVENT OF CONTRACTOR FAILING TO ARRANGE THE REQUIRED TOOLS, PLANTS, MACHINERY, EQUIPMENT, MATERIAL AND NONAVAILABILITY OF THE SAME OWING TO BREAKDOWN, BHEL WILL RESORT TO HIRING OUT THE SAME FROM OUTSIDE AGENCIES OR MAY PROVIDE THEIR EQUIPMENT IF AVAILABLE OR MAY RESORT TO BUYING OF EQUIPMENT/MATERIAL AT THE COST OF CONTRACTOR. FULL COST OF EQUIPMENT/HIRE CHARGES/RENTAL CHARGES ALONGWITH DEPARTMENTAL OVERHEADS @ 30% WILL BE CHARGED TO THE CONTRACTOR.

5.2.6

THE T&P TO BE ARRANGED BY THE CONTRACTOR SHALL BE IN PROPER WORKING CONDITION. THE OPERATION SHALL NOT LEAD TO UNSAFE CONDITIONS. THE MOVEMENTS OF CRANES AND OTHER EQUIPMENT SHOULD BE SUCH THAT NO DAMAGE/ BREAKAGE OCCURS TO THE FOUNDATIONS, EQUIPMENTS, MATERIAL AND MEN. ALL ARRANGEMENTS FOR MOVEMENT OF ALL HIS T&Ps ETC., SHALL BE CONTRACTOR'S RESPONSIBILITY.

5.2.7

FOR FULL WELDING OF STRUCTURES, ONLY WELDING GENERATORS/ WELDING RECTIFORMERS MAY BE ALLOWED FOR USE. THE USE OF WELDING TRANSFORMERS WILL BE SUBJECT TO THE APPROVAL OF BHEL ENGINEER.

5.2.8

CONTRACTOR HAS TO ARRANGE NECESSARY DEWATERING PUMPS, TRANSIT MIXERS, BATCHING PLANTS, CONCRETE PUMPS AND VIBRATORS, CRANES, FABRICATION AND ERECTION TOOLS & PLANTS, ETC.

5.2.9

SINCE THE MAJORITY OF THEIR EQUIPMENTS, T&P HAVE TO BE STATIONED IN THEIR FABRICATION YARD, BATCHING PALNT AREA OUTSIDE/INSIDE THE PLANT, CONTRACTOR SHALL TAKE INTO ACCOUNT ALL FACTORS, IN THE PRICE QUOTED, INCLUDING FREQUENT MOVEMENT OF TOOLS AND PLANTS INSIDE AND OUTSIDE THE PLANT PREMISES.

5.2.10

CONTRACTOR SHALL FURNISH THE PROOF OF OWNING THE MAJOR TOOLS AND PLANTS.

5.3 CONSUMABLES

5.3.1

THE CONTRACTOR SHALL PROVIDE ALL CONSUMABLES REQUIRED FOR CARRYING OUT THE WORK COVERED UNDER THIS SCOPE OF WORK.

5.3.2

ALL CONSUMABLES TO BE PROCURED AND USED FOR THE WORK MAY HAVE TO HAVE PRIOR APPROVAL OF BHEL ENGINEER IN REGARD TO BRAND AND QUALITY SPECIFICATION.

5.4 WELDING ELECTRODES AND GASES

5.4.1

ALL THE REQUIRED WELDING ELECTRODES AS APPROVED BY BHEL SHALL BE ARRANGED BY CONTRACTOR AT HIS COST. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN APPROVAL OF BHEL, BEFORE PROCUREMENT REGARDING SUPPLIER, TYPE OF ELECTRODES ETC. ON RECEIPT OF THE ELECTRODES AT SITE, IT SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY BHEL REGARDING TYPE OF ELECTRODES, BATCH NUMBER AND DATE OF EXPIRY ETC.

BHEL RESERVES THE RIGHT TO REJECT THE USE OF ANY ELECTRODES AT ANY STAGE, IF FOUND DEFECTIVE BECAUSE OF BAD QUALITY, IMPROPER STORAGE, EXPIRY DATE, UNAPPROVED TYPE OF ELECTRODES ETC. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE THE SAME AT HIS COST WITHOUT LOSS OF TIME.

5.4.2

WELDING ELECTRODE STORAGE FACILITY (ROOM) HAVING EXTERNAL HEATING ARRANGEMENT TO CONTROL TEMPERATURE AND HUMIDITY AS PER THE SPECIFICATIONS OF BHEL SHALL BE PROVIDED. CALIBRATED THERMAMETERS HAVE TO BE INSTALLED IN THE ROOM FOR CONTROLLING THE ABOVE FACTORS.

5.4.3

ALL THE REQUIRED GASES LIKE OXYGEN, ACETYLENE, ETC. SHALL BE PROVIDED BY THE CONTRACTOR AT HIS COST.

5.4.4

IF AT ANY TIME DURING THE EXECUTION OF WORK, IT IS NOTICED THAT THE WORK IS SUFFERING ON ACCOUNT OF NONAVAILABILITY OF INPUTS FROM THE CONTRACTOR'S SIDE LIKE ELECTRODES, GASES AND OTHER MATERIALS, TOOLS & PLANTS, THEN, BHEL WILL MAKE ALTERNATE ARRANGEMENTS AND THE NECESSARY COSTS WITH OVERHEADS @ 30% SHALL BE RECOVERED.

5.4.5

MONTHLY CONSUMPTION DETAILS IN RESPECT OF ALL MAJOR CONSUMABLES SHALL BE SUBMITTED TO BHEL.

5.5 FIELD OFFICE, STORES, FABRICATION YARD FOR STRUCTURALS, DISPOSAL AREA FOR EXCAVATED SURPLUS EARTH ETC.

5.5.1 SITE OFFICE & STORES: BHEL/CUSTOMER SHALL PROVIDE OPEN SPACE AT FREE OF CHARGE FOR CONSTRUCTION OF OFFICE, STORE SHEDS AND STORES FOR STORAGE OF PROJECT MATERIALS. THE CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS FOR CONSTRUCTION OF FIELD OFFICE, STORE SHED FOR STORING CEMENT & OTHER PROJECT MATERIALS AND SITE STORES FOR STORING SMALL T&Ps, HANDTOOLS, ETC.

5.5.2 MAJOR STORES AND FABRICATION YARD FOR STRUCTURALS WORKS:-

(A)

SPACE WILL BE MADE AVAILABLE INSIDE PLANT PREMISES FOR STORAGE OF CONTRACTOR'S MATERIALS LIKE CEMENT, OTHER PROJECT MATERIALS, T&Ps, CONSUMABLES INCLUDING WELDING ELECTRODES ETC., AND FOR FABRICATION OF STRUCTURES. CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENT INSIDE THE PLANT PREMISES FOR STORAGE OF CEMENT, OTHER PROJECT MATERIALS, CONSUMABLES AND MAJOR TOOLS AND PLANTS INCLUDING BATCHING PLANTS, OTHER VALUABLE MATERIAL BROUGHT FOR THE WORK. SIMILARLY SPACE FOR STORAGE, FABRICATION, PRE-ASSEMBLY OF STRUCTURALS SHALL BE PROVIDED BY THE CUSTOMER INSIDE THE PLANT PREMISES.

ALL ASSOCIATED INFRASTRUCTURES LIKE SECURITY AND FENCING/BOUNDARIES ETC., SHALL BE ARRANGED BY THE CONTRACTOR FOR THEIR OFFICE COMPLEX, STORAGE SHED, CEMENT GODOWN ETC. ALL ATTENDANT TAXES, DUTIES, LEVIES, AND ALL OTHER INCIDENTALS SHALL BE TO THE CONTRACTOR'S ACCOUNT. ALSO, OBTAINING, AND KEEPING THEM VALID TILL COMPLETION OF WORK, ALL NECESSARY CLEARANCES, PERMITS, LICENSES ETC. AS PER THE LAWS, RULES AND REGULATIONS IN FORCE FROM TIME TO TIME AND ADHERENCE TO THESE SHALL BE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR'S QUOTED RATES SHALL TAKE INTO ACCOUNT ALL THESE FACTORS. BHEL WILL NOT ENTERTAIN ANY CLAIM WHATSOEVER FOR COMPENSATION/ RE-IMBURSEMENT OF SUCH EXPENSES EXCEPT FOR THOSE SPECIFICALLY STATED.

(B)

CLOSE STORAGE SHED TO BE USED FOR STORAGE OF CEMENT SHOULD HAVE ADEQUATE CAPACITY AND PROTECTED ENOUGH AGAINST LEAKAGE DURING MONSOON AND DAMPNES. STORING OF CEMENT AND STEEL SHALL BE DONE FOR THE STANDARD PRACTICE OF CIVIL ENGINEERING AND AS PER THE INSTRUCTION OF BHEL.

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CONTRACTOR SHALL PROVIDE TARPAULINS, SLEEPERS (WOODEN/RCC) AND ANY OTHER MATERIALS / AID REQUIRED FOR STORAGE OF ALL THEIR MATERIALS IN THEIR STORAGE CUM FABRICATION YARD AS WELL AS AT SITE.

5.5.3 AREA FOR DISPOSAL OF EXCAVATED SURPLUS EARTH

AREA FOR DISPOSAL OF EXCAVATED SURPLUS EARTH SHALL BE PROVIDED BY THE CUSTOMER AT FREE OF COST INSIDE THE BATTERY LIMIT/PROJECT PREMISES DEPENDING OF SPACE AVAILABILITY. CONTRACTOR SHALL ARRANGE PROGRESSIVE DISPOSAL OF EXCAVATED SURPLUS EARTH AS ACCUMULATION OF EXCAVATED EARTH SHALL NOT BE PERMITTED. HENCE CONTRACTOR SHALL DISPOSE OFF THE EXCAVATED EARTH GENERATED DURING EXECUTION OF WORK WHILE, IF PERMITTED, KEEPING THE SUFFICIENT QUANTITY OF GOOD EXCAVATED EARTH FOR BACKFILLING. ALSO, LEVELLING, CONSOLIDATION ETC., REQUIRED TO BE DONE ON THE DISPOSED EARTH IN THE SAID AREA SHALL BE PERFORMED BY THE CONTRACTOR. RATES QUOTED SHALL BE INCLUSIVE OF ALL COST FACTORS. BHEL WILL NOT ENTERTAIN ANY CLAIM WHATSOEVER FOR COMPENSATION/ RE-IMBURSEMENT OF SUCH EXPENSES EXCEPT FOR THOSE SPECIFICALLY STATED. THE CONTRACTOR HAS TO PLAN CONCRETE WORK IN SUCH MANNER THAT GOOD EARTH AVAILABLE DURING EXCAVATION CAN BE EFFECTIVELY USED IN BACK FILLING DIRECTLY TO SAVE TIME AND TRANSPORT OUTSIDE.

5.5.4

ON COMPLETION OF WORK, ALL THE TEMPORARY BUILDINGS, STRUCTURES, PIPELINES, CABLES, ETC. SHALL BE DISMANTLED AND LEVELLED AND DEBRIS SHALL BE REMOVED AS PER INSTRUCTIONS OF BHEL BY THE CONTRACTOR AT HIS COST. IN THE EVENT OF HIS FAILURE TO DO SO, THE SAME WILL BE ARRANGED BY BHEL AND EXPENDITURE THEREOF WITH OVERHEADS WILL BE RECOVERED FROM THE CONTRACTOR. THE DECISION OF BHEL ENGINEER IN THIS REGARD IS FINAL.

5.6 AREA LIGHTING

5.6.1

CONTRACTOR SHALL ARRANGE ADEQUATE FLOODLIGHTS, HAND LAMPS AND AREA LIGHTING. PROVISION OF DISTRIBUTION LINES FOR LIGHTING FROM THE SINGLE POINT 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 INCLUDING ALL THE MATERIALS LIKE CABLES, FUSES, SWITCH BOARDS ETC.

5.7.0 CONSTRUCTION POWER & WATER

5.7.1 CONSTRUCTION POWER:-

CONSTRUCTION POWER (415V) WILL BE PROVIDED BY CUSTOMER AT ONE POINT APPROX. AT 500M DISTANCE FROM WORK SITE WITHIN THE PLANT BOUNDARY LIMIT AT FREE OF CHARGES. ALL NECESSARY CABLES, FUSES, SWITCHES, SWITCHBOARDS, ENERGYMETERS ETC., AND ANY OTHER INSTALLATION AS SPECIFIED BY STATUTORY AUTHORITY IN THIS REGARD FOR FURTHER DRAWAL OF POWER SHALL BE PROVIDED BY THE CONTRACTOR. OBTAINING APPROVALS, PAYMENT OF NECESSARY FEES, DUTIES ETC TOWARDS THE CLEARANCE OF SUCH INSTALLATIONS, POWER CONSUMED PRIOR TO THEIR BEING PUT TO USE OR AS MAY BE SPECIFIED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. **OTHER STATUTORY CHARGES LIKE CESS & DUTIES AND INCIDENTAL CHARGES (IF ANY) AS MAY BE APPLICABLE FROM TIME TO TIME/ LEVIED BY THE CUSTOMER AS PER LAWS APPLICABLE FOR THE POWER CONSUMED SHALL BE BORNE BY THE CONTRACTOR.**

5.7.2

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE, MAINTAIN THE COMPLETE INSTALLATION ON THE LOAD SIDE OF THE SUPPLY WITH DUE REGARD TO THE SAFETY REQUIREMENTS AT SITE. ALL CABLING AND INSTALLATIONS SHALL COMPLY IN ALL RESPECTS WITH THE APPROPRIATE STATUTORY REQUIREMENTS.

5.7.3 Construction Water:-

CONSTRUCTION WATER & DRINKING WATER SHALL BE PROVIDED BY CUSTOMER AT FREE OF COST, HOWEVER CONTRACTOR HAS TO MAKE SUITABLE STORAGE ARRANGEMENTS LIKE DRAWING THE WATER FROM AVAILABLE SOURCE, WATER TANK AT THEIR OWN COST FOR STORAGE OF CONSTRUCTION/DRINKING WATER.

5.7.4

IN CASE OF NON-AVAILABILITY OF CUSTOMER SUPPLIED POWER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ALTERNATE ARRANGEMENTS. CONTRACTOR SHALL BE ADEQUATELY EQUIPPED TO ARRANGE STANDBY DIESEL WELDING GENERATORS IN THE EVENT OF CONSTRUCTION POWER FAILURE. ESSENTIAL WELDING JOBS SHALL NOT BE STOPPED ON ACCOUNT OF MAIN CONSTRUCTION POWER FAILURE. ALSO, HE SHOULD DEPLOY ADEQUATE WATER TANKERS FOR TRANSPORT OF WATER ON THE OCCASIONS WHEN CUSTOMER SUPPLIED WATER IS NOT AVAILABLE/ INADEQUATE.

5.7.5

CONTRACTOR HAS TO FORM TEMPORARY APPROACH ROAD FROM MAIN ROAD NEAR WORK SITE FOR TRANSPORTATION OF MATERIALS, CONCRETE ETC. NO SEPARATE PAYMENT SHALL BE MADE FOR THE SAME.

5.8.0 **MATERIAL**

- 5.8.1 Steel like (Structural, TMT rebars for reinforcement, and Earthing strips as specified in relevant BOQ shall be issued at free of cost by BHEL for use in the work covered in this contract from BHEL Stores/Storage. The contractor shall collect these materials from BHEL stores at specified places at his own cost and store the same at the work site or in his stores as per standard norms. Materials issued will be used only for construction of permanent work.
- 5.8.2 BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes or during verification/stacking or at any time under the custody of the contractor.
- 5.8.3 The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering. Contractor shall construct waterproof cement store (capacity minimum 1000 MT) for storing and stacking of cement **procured by the successful vendor**. Design & drawing required for storage of cement shall be prepared by the vendor and shall be approved by BHEL's site in-charge before taking up the construction work.
- 5.8.4 The Contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such materials.
- 5.8.5 No material shall be issued to the contractor except as those indicated above i.e structural steel, TMT rebars for reinforcement, and earthing strips as specified in relevant BOQ. Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above, as required for the works and of such quality as acceptable to BHEL.
- 5.8.6 The contractor shall maintain proper store account for all the BHEL issued materials and shall give three copies of monthly-computerized reconciliation statement of such account to the BHEL.
- 5.8.7 Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same.
- 5.8.8 The contractor shall solely be responsible for the safety, quality & quantity of material after it is handed over and issued to contractor by the BHEL.
- 5.8.9 BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL.

5.9.0 **(FOLLOW UP & HANDLING OF MATERIALS ISSUED BY BHEL)**

- 5.9.1 BHEL will place Purchase Order on the manufactures for procurement of structural steel, TMT rebars, MS reinforcement steel and Earthing strips as specified in BOQ and successful bidders will provide all necessary supports for follow up/chase up with manufactures/supplies/vendors for speedy delivery of materials at site including posting a man for short duration at manufactures factory within their quoted rates.
- 5.9.2 Steel like (Structural, TMT rebars for reinforcement, and earthing strips) as specified in relevant BOQ shall be issued at free of cost by BHEL for use in the work covered in this contract from BHEL Stores/Storage.

Consignment of Steel (structural and reinforcement) will be issued to the contractor as received by BHEL, on weighment basis from its supplier, as per the delivery challan of the supplier till full fledged functioning of Weigh bridge. After installation and commissioning of weigh bride, issue of materials shall be regularized by **Weigh Bridge**. It may be also issued based on linear measurements and sectional weights till full fledged operation of **Weigh Bridge**.

The bidder shall provide the services of a pit-less weigh bridge by the way of "Supply, installation and commissioning of a suitable capacity weigh bridge within project premises at a location provided by BHEL/Customer as per technical specification attached along with this tender and as per item description of BOQ, on Built Own and Operate basis and on completion of work, the agency shall take back the weigh bridge. The successful bidder has to set up this facility within three months from date of receipt of detailed LOA. The bidder has to quote monthly rental charge for this providing services to BHEL as per relevant item of BOQ on Built Own and Operate basis.

It would be the responsibility of the contractor to keep in constant with BHEL site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck/ trailer for transportation of above materials by BHEL'S supplier, **if necessary**.

5.9.3 All materials issued by BHEL shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete or wooden sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package) at his own cost within the quoted rates. All other equipments like winches, d-shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc. required for such handling of steel from BHEL stores/storage yard etc. shall be arranged by contractor within quoted/accepted rates.

5.9.4 The contractor shall take delivery of the materials from the designated place within premises of BORL, BINA, REFINERY at his own cost and store the same at his stores as per standard norms. Open land for such purposes shall be provided by BHEL on free of cost basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc wherever required off the land provided to him and shall make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc and same is included under the scope of his work & no extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel's to safeguard all such materials in his custody. Materials issued will be used only for construction of permanent work. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.

5.9.5

The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material

Excessive rusting of steel in custody of agency/contractor must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.

No material shall be issued to the contractor except as those indicated above i.e. steel unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality as acceptable to BHEL.

5.10.0 ISSUE OF BHEL MATERIALS

ISSUE OF STEEL: -

The steel shall be issued to the contractor on the following basis:

- | | |
|-------------------------|-------------------------------|
| (a) Structural Steel | : Weighment basis (Unit – MT) |
| (b) Reinforcement Steel | : Weighment basis (Unit – MT) |
| (c) Earthing strips | : Weighment basis (Unit – MT) |

All the steel (structural, reinforcement, earthing earthing strips,) issued by the BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the

approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on linear measurements and the sectional weights as indicated in the following specifications.

IS: 808-1964 Beams, Channels and Angles

IS: 1730-1961 Plates, Sheets and Strips

IS: 1732-1971 Rounds including deformed high yield strength bars/TMT rebars.

In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.

The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained.

In case MS flats as required in the fabrication of structures are not available, the contractor shall cut such width out of the available MS plates to make flats at no extra cost till such material is available and procured by BHEL.

The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores/Storage yard. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores/Storage yard.

The contractor shall submit to the engineer, a statement indicating estimated quantity of steel required during a quarter at least two months in advance of the quarter. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month indicating his requirement.

Following shall be limit for the maximum quantity of BHEL issue materials that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).

SL. NO.	ISSUE OF MATERIALS	MAX. QTY IN CONTRACTORS STORE.
1.	Reinforcement Steel & Earthing strip	Requirement of one month
2.	Structural Steel	---- do----

Bidders to ensure that no lamination materials are taken over by them from BHEL stores. Fabrication wastage, if any due to above, shall not be compensated by BHEL.

Bidder to note that all fasteners like MS/HT/HSFG bolts/nuts, lock nuts, washers etc. shall be supplied by the bidder as per relevant items of BOQ.

Bidder to note that cement and steel required for their enabling job like store/site office etc shall be arranged at his own cost. All TG staging material shall be arranged by contractor at his own cost. Bidder shall do the design for its structure just immediately after receipt of TG deck drawing.

5.11.0 RETURN OF MATERIALS

RETURN OF STEEL:-

All surplus steel and all wastage materials will be taken back on weighment basis.

Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately for a place directed by BHEL/Engineer within the project area, Return of such materials will not be entitled to any handling and incidental charges.

All wastage / scrap (including melting scrap, wastage, unusable scrap) shall be returned item wise to the stores and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any additional cost due handling and transportation and incidental charge.

All Scrap for reinforcement (cut pieces) shall be returned separately.

All Scrap for structural steel including melting scrap shall be returned separately.

STEEL CONSUMPTION AND WASTAGE:-

5.11.1 REINFORCEMENT AND EARTHING STRIPS 75X100, MS ROUND STEEL CONSUMPTION AND WASTAGE.

The theoretical consumption of various sections and/or diameter of reinforcement and earthing strips shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering/based on linear measurements and the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- i) Actual consumption = Issue – Surplus.
- ii) Surplus = Un-tampered and unused qty. of steel returned by the contractor to BHEL store along-with relevant documents.
- iii) Wastage = Actual consumption – Theoretical consumption.

WASTAGE

ALLOWABLE WASTAGE: - Plus five percentage (+5%) of the theoretical consumption shall be considered as allowable wastage.

Wastage as further classified as cut pieces (pieces of lengths 3 M and above) and scrap (including pieces of lengths less than 3 M) measured as per actual weighment basis.

SL. NO.	REINFORCEMENT STEEL & EARTHING STRIPS, MS ROUND	BASIS OF ISSUE & PENAL RECOVERY
R-1	Theoretical consumption (without Considering wastage and scrap or loss)	Free
R-2	Wastage limited to plus five percent (+5%) of aforesaid theoretical Consumption (R-1) towards allowable Wastage (cut pieces plus scrap to be returned to BHEL).	Free
R-3	Wastage beyond five percent (+5%) of the theoretical consumption above (R-1). (Cut pieces plus scrap to be returned to BHEL).	Penal Rate

5.12.0 STRUCTURAL STEEL (ROLLED SECTIONS, MS FLATS ETC.), MS PLATES CONSUMPTION & WASTAGE:-

CONSUMPTION OF STRUCTURAL STEEL: -

5.12.1 The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering/based on linear measurements and the sectional weights as per Indian standard. No extra shall payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- i) Actual consumption = Issue – Surplus.
- ii) Surplus = Untampered, unused, uncut quantity of steel returned by the contractor to BHEL store.
- iii) Wastage = Actual consumption – Theoretical consumption.

WASTAGE OF STRUCTURAL STEEL:-

Allowable wastage: - (+)5% (Plus five percent) of the theoretical consumption shall be considered. Wastage is further classified as cut pieces (pieces of rolled steel section length 3M and above) and scrap (including pieces of rolled steel section length less than 3m & MS plate less than one sq. M Area width less than 100cm) measured as per actual weightment basis. Invisible wastage (loss of materials due to gas cutting, straightening of edges etc) shall be limited to 0.5% (zero point five percent) of theoretical consumption and shall be considered for reconciliation purposes only. But this invisible wastage shall be considered to be included in allowable wastage (i.e. five percent).

SL. NO.	CONSUMPTION OF STRUCTURAL STEEL (ROLLED SECTION, PLATES & SS liner)	BASIS OF ISSUE & PENAL RECOVERY
S-1	Theoretical consumption (without Considering any wastage, scrap or loss)	Free
S-2	Wastage limited to plus five percent (+5%) of the aforesaid theoretical Consumption (S-1) towards allowable wastage.	Free
S-3	Wastage beyond five percent (5%) of the aforesaid theoretical consumption (S-1). (All wastage steel shall be returned to BHEL).	Penal Rate

5.13.0 RECONCILIATION OF BHEL ISSUED MATERIALS: -

The contractor shall submit a reconciliation statement of steel issued to them with each RA Bill.

At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance materials are available with contractor's custody at site.

At the time of submission of bills by the contractor, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.

The approved drawings/bar bending schedules are to be considered for the purpose of reconciliation of materials.

5.14.0 RECOVERY OF MATERIAL:-

If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly R/A Bill at the Penal Rate.

PENAL RATE OF MATERIALS

A. REINFORCEMENT STEEL Rs. 46, 000/- per MT.

B. STRUCTURAL STEEL

1. Chqd. Plates/MS PLates Rs. 50, 000/- per MT.

2. Flats/ Beams/ Channel/
Angles etc. (Rolled sections) Rs. 50000/- per MT.

3. GI Earthing strips Rs 50,000/- per MT

5.15.0 PROCUREMENT OF MATERIALS BY SUCCESSFUL CONTRACTORS AND TESTING:

MATERIAL REQUIRED FOR THE ENTIRE JOB OTHER THAN ISSUED BY BHEL AS EXPLAINED ABOVE LIKE CEMENT, SAND, AGGREGATES, WINDOWS, DOORS, VENTILATORS, ROLLING SHUTTER, SANITARY FIXTURES, PAINTING MATERIAL, ELECTRICAL FITTINGS AND WIRING MATERIAL AND ALL OTHER MATERIAL REQUIRED FOR THE COMPLETION OF ENTIRE SCOPE, BOLTS & NUTS, HSFG/HT BOLTS HAVE TO BE ARRANGED BY THE CONTRACTOR, EXCEPTING THOSE SPECIFICALLY INDICATED AS BHEL SCOPE OF SUPPLY. BHEL RESERVES THE RIGHT TO REJECT ANY MATERIAL NOT FOUND SATISFACTORY. CONTRACTOR SHALL PRODUCE MANUFACTURER'S TEST CERTIFICATE FOR CEMENT FOR EVERY BATCH OF MANUFACTURING ALONGWITH EACH CONSIGNMENT BROUGHT TO THE SITE. CEMENT SHALL BE PROCURED FROM FRESH STOCK ONLY. APART FROM THE ABOVE, IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO GET THE TESTING OF CEMENT, OR ANY OTHER MATERIALS PROCURED FROM OUTSIDE LABORATORY APPROVED BY CUSTOMER/BHEL TO ASCERTAIN THE QUALITY IF INSISTED BY BHEL/BHEL'S CUSTOMER. RATE QUOTED SHALL BE INCLUSIVE OF ALL SUCH CONTINGENCIES AND NO ADDITIONAL PAYMENT SHALL BE MADE ON THIS ACCOUNT. FOR THIS PURPOSE, SAMPLE SHALL BE COLLECTED AT SITE IN PRESENCE OF BHEL/BHEL CUSTOMER'S REPRESENTATIVE. THE VARIATION IN PRICE OF ALL THE PLANT MATERIALS SUPPLIED BY THE CONTRACTOR SHALL BE SUBJECT TO THE RELEVANT PRICE VARIATION CLAUSE.

5.17.0 FIELD TESTING EQUIPMENTS

APART FROM MAINTAINING QUALITY REQUIREMENT AS ALREADY SPECIFIED IN TENDER, CONTRACTOR SHALL ARRANGE HIS OWN TESTING LABORATORY ALONGWITH CALIBRATED TEST EQUIPMENTS FOR DAY TODAY WORK AT SITE. SPECIAL TESTING REQUIREMENTS OF TRIAL MIX FOR MIX DESIGN CAN BE TIED UP WITH REPUTED LOCAL TESTING LABORATORY/INSTITUTION.THE ARRANGEMENT TO BE CLEARLY INDICATED PRIOR TO START OF WORK.

5.18.0 OTHER RESPONSIBILITIES IN GENERAL

CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER USAGE OF THEIR MATERIALS LIKE CEMENT, AND AGGREGATES ETC. AS PER STANDARD REQUIREMENT OF IS CODES AND CONTROL THE WASTAGE WITHIN LIMIT. NO COMPENSATION SHALL BE MADE FOR ANY EXCESS CONSUMPTION UNDER ANY CIRCUMSTANCES.

5.19.0

CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DELAY IN PROGRESS OF WORK DUE TO DELAY/SHORT SUPPLY OF MATERIAL TO BE PROCURED BY THEM FOR THIS JOB.

5.20.0

JOINT INSPECTION/CHECKING FOR ROUTINE JOBS SHALL BE DONE JOINTLY BY BHEL, CUSTOMER/THEIR CONSULTANT. CONTRACTOR HAS TO ARRANGE FOR NECESSARY PROTOCOLS AND OTHER QUALITY RECORDS AS PER THE PROCEDURE OF BHEL.

5.21.0

AS-BUILT DRAWING: CONTRACTOR SHALL ARRANGE TO INCORPORATE ALL CHANGES, IN AFC DRAWINGS, MADE AS PER THE SITE REQUIREMENT ON COMPLETION OF WORK AND SUBMIT THE SAME TO BHEL FOR PREPARING FINAL AS-BUILT DRAWING. THIS SHALL FORM PART OF WORK AND RATES QUOTED SHALL BE INCLUSIVE OF THIS.

5.22.0

THE CONTRACTOR IN THE EVENT OF ENGAGING 10 OR MORE WORKMEN WILL OBTAIN INDEPENDENT LICENCE UNDER THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970 FROM THE CONCERNED AUTHORITIES BASED ON THE CERTIFICATE (FORM-V) ISSUED BY THE PRINCIPAL EMPLOYER/CUSTOMER.

5.23.0

CONTRACTOR WILL DEDUCT THE NECESSARY AMOUNT FROM HIS EMPLOYEES TOWARDS PROVIDENT FUND AND CONTRIBUTE THE EQUAL AMOUNT AS PER GOVERNMENT OF INDIA LABOUR LAWS. THIS AMOUNT WILL BE DEPOSITED REGULARLY TO THE PROVIDENT FUND COMMISSIONER AND GET THE ACCOUNT CODE. CONTRACTOR SHALL SUBMIT THE ABOVE ACCOUNT CODE DULY CERTIFIED BY PF COMMISSIONER TO BHEL PROJECT INCHARGE.

5.24.0

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE GATE PASS FOR ALL HIS EMPLOYEES, T&P ETC. NECESSARY COORDINATION WITH CUSTOMER/BHEL OFFICIALS IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO FOLLOW ALL THE PROCEDURES LAID DOWN BY CUSTOMER/BHEL FOR MAKING GATE PASSES.

5.25.0

BHEL/CUSTOMER MAY INSIST UPON WITNESSING THE REGULAR PAYMENT TO THE LABOUR. THEY MAY ALSO LIKE TO VERIFY THE RELEVANT RECORDS FOR COMPLIANCE WITH STATUTORY REQUIREMENTS. CONTRACTOR SHALL ENABLE SUCH FACILITIES TO BHEL /MPSEB

5.26.0

CONTRACTOR SHALL ALSO COMPLY WITH THE PROVISIONS OF ESI ACT IN VOGUE AND SUBMIT EVIDENCE THEREOF TO BHEL SITE INCHARGE. ALSO ALL OTHER EMPLOYEES BENEFITS TO BE BORNE BY THE CONTRACTOR AS PER THE LABOUR LAWS. CONTRACTOR SHALL PRODUCE NECESSARY CERTIFICATES TOWARDS THEIR COMPLIANCE WITH SUCH STATUTES AND PAYMENT OF ALL STATUTORY DUES.

5.27.0

CONTRACTOR SHALL ALSO COMPLY WITH THE REQUIREMENTS OF LOCAL AUTHORITIES/ PROJECT AUTHORITIES CALLING FOR POLICE VERIFICATION OF ANTECEDENTS OF THE WORKMEN, STAFF ETC.

5.28.0

WHERE PERMITTED, BY CUSTOMER/BHEL, TO WORK BEYOND NORMAL WORKING HOURS, THE CONTRACTOR SHALL ARRANGE NECESSARY GATE PASSES.

5.29 TAXES, DUTIES, LEVIES

5.29.0

Refer to Clause 2.8.4 of General Conditions of Contract. Notwithstanding anything contained therein, the following provisions shall be applicable for this contract.

5.29.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, labour welfare cess, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods and services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

5.29.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive of Service Tax and Cess on Output Services**. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and deposit the same with the concerned tax authorities, such applicable amount will be paid by BHEL. Contractor shall submit to BHEL documentary evidence of Service Tax registration and remittance record of such tax immediately after depositing the tax with concerned authorities. Contractor shall obtain prior written consent from BHEL before billing the amount towards such taxes.

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 and Service Tax paid on Input Services that are used for providing the output services can be taken credit of against the Service Tax payable on output services. However BHEL may opt for availing the abatement provision in which case cenvat credit may not be available on input duty.

5.29.3 VAT/WCT

As regards Sales Tax on transfer of property in goods involved in Works Contract applicable as per local laws, the price quoted by the contractor shall be **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

5.29.4 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

5.29.5 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

5.29.6

It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours.

5.30.0 Submission of Periodical Reports

Contractor shall submit periodical reports in respect of following aspects of operation:

Consumption of welding electrodes and gases

Consumption of construction power

Availability and utilization of BHEL's cranes

Manpower reports

Progress reports - periodically

Field calibration reports

BHEL at site will inform formats for these reports.

It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours.

5.31.0

THE SCOPE OF WORK UNDER THIS CONTRACT IS DEEMED TO BE COMPLETE ONLY WHEN SO CERTIFIED BY THE ENGINEER INCHARGE OF BHEL.

5.32.0 INSURANCE:

(a) BHEL shall arrange insurance coverage for the materials and properties of BHEL/Customer covering the risks during transit, storage, erection and commissioning.

(b) THE CONTRACTOR HAS TO ARRANGE ON HIS OWN, INSURANCE FOR ALL MATERIALS LIKE CEMENT AND OTHER BOUGHT OUT ITEMS, AND FOR THEIR ALL T & P AND OTHER FIXED ASSETS WHICH THEY MAY HAVE TO ACQUIRE AND DEPLOY AT SITE. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR ACCIDENT RISK POLICY/WORKMEN COMPENSATION POLICY. THE CONTRACTOR HAS TO ARRANGE ON HIS OWN INSURANCE FOR THEIR SUPPLIED MATERIALS LIKE CEMENT,AND OTHER VALUABLE BUILDING MATERIALS DURING ITS TRANSPORT, STORAGE, TILL IT GOES TO THE PERMANENT WORK.

(c) It is the entire responsibility of the contractor to insure his workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per workmen's compensation act. The contractor has also to insure his staff against accident/injury. The contractor has to take insurance cover for his tools and plants, assets etc.

(d) 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 for necessary verification before commencement of work. However, irrespective of such verification/acceptance, 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.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

6.0 CONTRACTOR'S OBLIGATION WITH REGARD TO EMPLOYMENT OF SUPERVISORY STAFF AND WORKMEN

6.1 SUPERVISORY STAFF AND LABOUR

6.1.1

The contractor shall supply all the skilled/unskilled labour, gas cutters, riggers, sarongs, erectors, carpenters, fitters and electricians, masons, plumbers etc. BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.

6.1.2

It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the target set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. The decision of BHEL in regard to setting the erection targets will be final and binding on the contractor.

6.1.3

Contractor shall employ only qualified and experienced engineers/supervisors for this job. They shall have professional approach in executing the work having adequate knowledge and experience in the fields. Contractor shall give an organisation chart indicating the staffing pattern.

6.1.4

The contractor shall engage all the unskilled, skilled and specially skilled labourer including brick masons, carpenters, plumbers, electricians, fabricators and fitters etc. and supervisory staff. Only trained and competent personnel with previous experience in the job shall be employed. However, BHEL reserves the right to decide on the suitability of the workers and other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they found him unsuitable. The contractor shall be bound to follow the instruction of BHEL.

6.2 INDUSTRIAL RELATIONS AND LABOUR LAWS

6.2.1

An industrial relations supervisor shall coordinate for the implementation of local labour laws, maintenance of records as required by contract labour (regulation and abolition act) and also coordinate with the local labour authorities. Contractor has to ensure minimum wages payment to their labours as per the rule of the state and they have to produce documentary evidence to that effect to BHEL.

6.2.2

Contractor shall provide the names and details of Engineer/ Supervisors at the time of mobilisation to BHEL as per the proposed organisation chart.

6.2.3

In case at any time the contractor is not in a position to deploy the required Engineers/Supervisors due to any reason, BHEL shall have the option to deploy their Engineers/supervisors. The expenditure incurred with overheads on this account will be recovered from the contractor's bills.

6.2.4

The contractor's supervisory staff shall execute the work in the most substantial and workmanlike manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/ instructions given by BHEL Engineer from time to time.

6.2.5

The supervisory staff employed by the contractor shall ensure proper outturn 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 employed directly by BHEL or other contractors of BHEL or BHEL's Client.

6.2.6

Contractor will deduct the necessary amount from his employees towards provident fund and contribute the equal amount as per Government of India rules. This amount will be deposited regularly to the Provident Fund Commissioner and an account code obtained. Contractor shall submit the above account code duly certified by PF Commissioner to BHEL project in-charge. Also all other employees' benefits are to be borne by the contractor as per statutory laws.

6.2.7

The contractor shall obtain independent Labour License under the Contract Labour (regulation and abolition) Act from the concerned authorities based on the certificate (form-V) issued by the principal employer/customer.

6.2.8

The contractor shall pay for all taxes, fees, license charges, local body clearance, duties, tools, royalty, commissions and other charges, Gate passes which may be leviable on account of his operation in executing the contract. In case BHEL is forced to make any such payments, BHEL shall have the right to recover the same from Contractor's bills.

SPECIAL – 7

SPECIAL CONDITIONS OF CONTRACT

7.0 OBLIGATIONS OF BHEL

7.0 OBLIGATIONS OF BHEL

7.1 FACILITIES PROVIDED BY BHEL

7.1.1 SPACE FOR CONTRACTOR'S SITE OFFICE & STORES:

Contractor shall make his own arrangement in this regard. BHEL will only provide open space in this regard.

7.1.2 CONSTRUCTION POWER AND WATER

Construction Power: Refer Section 5.

Water for Construction: As specified in section –5.

7.2 ISSUE OF TOOLS & PLANTS (Crane):-

- 7.3** BHEL will provide one crane with operator of capacity 75MT/100MT/150MT depending on lift requirement **on sharing basis** for erection of fabricated structures in the Powerhouse area and Bunker area. **Crane returned in defective/damaged condition (defect / damage occurred during use due to negligence of contractor) shall be rectified promptly to the full satisfaction of BHEL engineer failing which suitable recovery along with BHEL overheads will be made from contractor's bills/ dues.**

The contractor shall provide fuel for the crane for his use. However necessary services for shortening /extending of crane boom is included in the scope of contractor.

In case of non-availability of Crane (as mentioned above) to be provided by BHEL due to break down, major overhauls distribution pattern or any other reason, the contractor shall plan /augment / alter his activities to meet erection /commissioning targets in consultation with BHEL and no compensation will be admissible on the above ground.

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.

After use of T&P items issued by BHEL the same shall be returned to BHEL in good working condition subject to normal wear & tear failing which recoveries at the book value of the item or the market rate prevailing at the time of returning the items, whichever is higher shall be made from the payments due to the contractor from BHEL from this contract or from any other contract.

7.4 CONSUMABLES AND MATERIALS

BHEL will not provide any Consumables for this work.

7.4 BHEL WILL PROGRESSIVELY ISSUE TWO COPIES OF ALL THE APPROVED DRAWINGS REQUIRED FOR CONSTRUCTION. CONTRACTOR SHALL PRESERVE THESE DRAWINGS AND RETURN THE SAME AFTER COMPLETION OF WORK. CONTRACTOR SHALL ALSO RETURN SUPERSEDED DRAWINGS, IF ANY, ON RECEIPT OF THE LATEST REVISED DRAWING.

SECTION-8

SPECIAL CONDITIONS OF CONTRACT

8.0 Inspection / Quality Assurance / Quality Control / Statutory Inspection

8.1 Various inspection/quality control/quality assurance procedures /methods at various stages of erection and commissioning will be as per BHEL quality control procedure/codes and other statutory provisions and as per BHEL engineer's instructions.

8.2 Preparation of quality assurance log sheets and protocols with 's engineers, welding logs and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work/specification.

The protocols between contractor and BHEL shall be made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of BHEL. This is necessary to ensure elimination of errors or keeping them within tolerable limits and to avoid accumulation and multiplication of errors.

8.3 A daily logbook should be maintained by every supervisor/ engineer of contractor on the job in duplicate (one for BHEL and one for contractor) for detailing and incorporating alignment/ clearance/ centering/leveling readings and inspection details of various equipments, structures, piping, and others.

All the important measurements like pre-assembly records, foundation levels, equipment alignment, etc shall be recorded in the daily logbook with sketches based on BHEL drawings indicating readings/ measurements taken and signed by BHEL contractor's representatives.

Welding details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc shall be documented in welding log as per BHEL engineer's instructions.

8.4 All the electrical/mechanical measuring and monitoring devices/ gauges, feeler gauges, height gauges, dial gauges, micrometers, precision levels, spirit levels, water level micrometers surface plates, straight edges, vernier calipers and all other measuring instruments shall be provided by the contractor for checking, leveling, alignment, centering etc Of the erected equipments at various stages.

The instruments/gauges/tools etc provided should be of brand, quality and accuracy, specified by BHEL engineer and should have necessary calibration and other certificates as per the requirements of BHEL engineer.

8.5 In the course of erection, it may be necessary to re-check or counter check or finally check the work with instruments recently calibrated, recalibrated or of inspection grade gauge/tools or special measuring instruments. Such instruments whenever necessary will be provided by BHEL on specific authorization by BHEL engineer.

8.6 The instruments mentioned in clause 8.5 shall be drawn by the contractor from BHEL stores on the specific authorization and use the same on the specific job for the purpose of inspection/ rechecking/counter checking/ finally checking of the work and shall be returned to BHEL stores immediately on completion of the inspection.

8.7 Total quality is the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide for the services of quality assurance engineer.

- 8.8** The welder's performance will be reviewed from time to time as per the BHEL standards and any welder not performing to the standards set by BHEL will be removed from working. Contractor shall arrange for the alternate welders immediately.
- 8.9** All the welders shall carry identity cards as per the pro forma prescribed by BHEL only welders duly authorized by BHEL shall be engaged on the work.
- 8.10** Contractor shall ensure speedy alignment and welding of all equipments erected by him soon after placement. Also all alignments, welding, NDT tests required for stage inspection shall be completed as per the quality assurance procedures.
- 8.11** **Stage Inspection By FES/QA Engineers**
Apart from day-to-day inspection by BHEL engineers and EIL engineers, stage inspection of equipments at various stages of erection and commissioning by teams of engineers from field engineering services /field quality assurance groups of BHEL's manufacturing units and commissioning engineers from technical services of BHEL may also be conducted. Contractor shall arrange all labour, tools and tackles etc, for such stage inspections within their quoted rate.
- 8.11.1** Any modifications suggested by FES / FQA engineers team shall be carried out. Claims of contractor, if any, shall be dealt as per clause 13.1 to 13.8.
- 8.11.2** Any minor rectification or minor repairs of defective work found at during stage inspection shall be rectified free of cost, by the contractor.
- 8.11.3** Any major rectification or major repair/major rework of defective work, found out during stage inspection as per clause 8.11, but not attributable to contractor shall also be carried out. Claims of contractor, if any, shall be governed as per clause 13.1 to 13.8.
- 8.12** **Statutory Inspection**
- 8.12.1** During the statutory inspection, contractor shall provide all the manpower assistance as per the requirement within their quoted rate. However, all other arrangements for visiting of statutory authorities at site including fee etc shall be borne by BHEL also refer section 5 in this regard.
- 8.13.0** BHEL, power sector- western region (PSWR) has already been accredited with ISO 9002 certification and as such this work is subject to various audits to meet ISO 9002 requirements. One particular aspect, which needs special mention, is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMD (measuring and monitoring devices). The MMD shall have test/calibration certificates from authorized/government approved/ accredited agencies traceable to national/international standards. Retesting/recalibration shall also be arranged at regular intervals during the period of use as advised by BHEL engineer within the contract price.
- The contractor will also have alternate arrangements for such MMD so that work does not suffer when the particular equipment/ instrument is sent for re-calibration. Also if any MMD is 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 MMD s and retake the readings at contractor's cost.

Section-9
Special Conditions
Safety, Occupational Health and Environmental Management

Introduction:-

BHEL PSWR has been certified for Environmental Management under ISO 14001:1996 standard and Occupational Health & Safety under OHSAS 18001 by DNV. In order to comply with the above standards, it shall be the endeavour of BHEL and all its subcontractors to meet and implement the requirements by following the guidelines issued under Environmental, Occupational Health and Safety Management (EHS) manual a copy of which will be available with the BHEL Site-in-charge.

Contractor shall also enter into a "Memorandum of Understanding" as given in clause 9.9 in case of award of contract.

9.0 Responsibility Of The Contractor In Respect Of Safety Of Men, Equipment, Material And Environment.

9.1 The Contractor Shall

9.1.1 Abide by the Safety Regulations applicable for the Site/Project and in particular as mentioned in the booklet "Safe Work Practices" issued by BHEL. Contractors are also to ensure that their employees and workmen use safety equipments as stipulated in the Factories Act (Latest Revision) during the execution of the work. Failure to use safety equipment as required by BHEL Engineer will be a sufficient reason for issuance of memo, which shall become part of Safety evaluation of the contractor at the end of the Project. Also all site work may be suspended if it is found that the workmen are employing unsafe working practice and all the costs/losses incurred due to suspension of work shall be borne by contractor. A comprehensive list of National Standards from which the contractor can draw references for complying with various requirements under this section is given under 9.10

9.1.2 Hold BHEL harmless and indemnified from and against all claims, cost and charges under Workmen's Compensation Act 1923 and 1933 and any amendment thereof and the contractor shall be solely responsible for the same.

9.1.3 Abide by the Procedure governing entry/exit of the contractor's personnel within the Customer/Client premises. All the contractors employees shall be permitted to enter only on displaying of authorized Photo passes or any other documents as authorised by the Customer/Client

9.1.4 Be fully responsible for the identity, conduct and integrity of the personnel/ workers engaged by them for carrying out the contract work and ensure that none of them are ever engaged in any anti national activity

9.1.5 Prepare a sign board giving the following information and display it near the work site:

- i. Name of Contractor
- ii. Name of Contractor Site-in-charge & Telephone number

- iii. Job Description in short
- iv. Date of start of job
- v. Date of expected completion
- vi. Name of BHEL Site-in-charge.

9.1.6 Abide by the rules and regulations existing during the contract period as applicable for the contractors at the Project premises.

9.1.7 Observe the timings of work as advised by BHEL Engineer-in-charge for carrying out the contract work.

9.2 **SPECIAL CONDITIONS**

9.2.1 **Safety**

9.2.1.1 **Safety Plan**

Before commencing the work, contractor shall submit a “safety plan” to the authorised BHEL official. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety to men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder.

The contractor shall submit “safety plan” before start of work. During negotiations, before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety plan. Contractor shall abide by BHEL’s decision in this respect.

9.2.1.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances and/or as per direction of BHEL or it’s authorised person to prevent loss of human lives, injuries to men engaged and damage to property and environment.

9.2.1.3 The contractor shall provide to his work force and also ensure the use of Personnel Protection Equipment (PPE) as found necessary and/or as directed and advised by BHEL officials without which permission is liable to be denied.

- Safety helmets conforming to IS 2925/1984 (1990)
- Safety belts conforming to IS 3521/1989
- Safety shoes conforming to IS 1989 part-II /1986(1992)
- Eye and face protection devices conforming to IS 2573/1986(1991), IS 6994 (1973), part-I (1991), IS 8807/1978 (1991), IS 8519/1977(1991).
- Other job specific PPEs of standard ISI make as may be prescribed

9.2.1.4 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, cages, 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 authorised BHEL official who shall have the right to ban the use of any item found to be unsafe

9.2.1.5 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 carryout all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

9.2.1.6 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.

9.2.1.7

The contractor shall adopt all fire safety measures as per relevant Indian Standards

9.2.1.8

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 provisions and/or storage in accordance with the rules and regulations laid down by 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. The contractor in all such matters shall also take prior approval of the authorised BHEL official at the site.

9.2.1.9

Proper means of access must be used e.g. ladders, scaffolds, platforms etc. No makeshift access such as oil drums or pallets shall be used. Design of these will be in accordance with relevant standards and certified by competent persons before use.

9.2.1.10

Temporary arrangements made at Site for lifting , platforms, approach, access etc should be properly designed and approved before being put to use.

9.2.1.10

All excavations and openings must be securely and adequately fenced/barricaded and warning signs erected when considereecessary as per relevant code of practice.

9.2.1.11 No persons shall remove guard rails, covers or protective devices unless authorised by a responsible supervisor and alternative precautions have been taken

9.2.1.12 Access ways, means of escape and fire exits shall be clearly marked, kept clear and unobstructed at all times

9.2.1.13 Only authorised persons holding relevant license will drive and operate site plant and equipments eg cranes, dumpers, excavators, transport vehicles etc

9.2.1.14 Only authorised personnel are allowed to repair, commission electrical equipments.

9.2.1.15 Gas cylinders shall be handled and stored as per Gas Cylinder Rules and relevant safe working practices

9.2.1.16 All wastes generated at Site shall be segregated and collected in a designated place so as to prevent spillage/contamination/scattering at Site, until the waste is lifted for disposal to designated disposal area as advised by BHEL official.

9.2.1.17 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural day light is not adequate for clear visibility.

- 9.2.1.18 The contractor shall train adequate number of workers/ supervisors for administering "FIRST AID". List of competent first aid administrators should be prominently displayed.
- 9.2.1.19 The contractor shall display at strategic places and in adequate numbers the following in fluorescent markings
- Emergency telephone numbers
 - Exit, Walkways
 - Safe working load charts for wire ropes, slings, D shackles etc
 - Warning signs
- 9.2.1.20 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 other 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.
- 9.2.1.21 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.
- 9.2.1.22 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.
- 9.2.1.23 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.
- 9.2.1.24 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 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 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.

9.2.1.25 **Emergency Response**

- 9.2.1.15.1 BHEL will have an Emergency Response Plan for each Project Site in consultation with the Owner as the case may be, detailing the procedure for mobilisation of personnel and equipment, and defining the responsibilities of the personnel indicated, in order to prepare for any emergency that may arise in order to ensure the priorities of
- Safeguard of life
 - Protect assets under construction or neighbouring
 - Protect environment
 - Resumption of normal operations as soon as the emergency condition is called off

All Contractors shall also be part of the Emergency response Plan and the personnel so nominated shall be aware of their duties and responsibilities in an emergency response situation.

- 9.2.1.15.2 At least 5% Contractors supervisors and workmen shall undergo training in administering 'First Aid'. The trained persons should represent for all categories of work and for all areas of work. Adequate number of trained persons should be available for each shift. These first aiders shall be included in the emergency response team. Contractor employees and workmen are encouraged to participate in first aid training programmes whenever organised by BHEL.

9.2.2 OCCUPATIONAL HEALTH

- 9.2.2.1 Specific occupational health hazards will be identified through the hazard evaluation processes in consultation with BHEL engineers and the necessary prevention/reduction/elimination methods implemented.

- 9.2.2.2 All personnel working in an activity with a potential risk to health shall be made aware of all those risks and the actions they must take to reduce/control/eliminate the risk

- 9.2.2.3 Safety coordinator shall conduct periodic checks to ensure that every group of workers engaged in similar activities are aware of potential risks to health and the actions required to be taken to mitigate the risk

- 9.2.2.4 In order to protect personnel from associated health hazards, the following main areas will be focussed

- Issue of approved Personnel Protective Equipment
- Verification that the PPEs are adequate/maintained and worn by all staff involved in operations that are potentially hazardous to their health
- Ensure that the personnel deployed are physically fit for the operation/work concerned
- Provide hygienic and sanitary working conditions

- 9.2.2.5 Contractor workers employees engaged in noise risk areas shall be issued with hearing protection aids and the use of the same will be enforced. Further, these workers will be educated on the hazards of noise

- 9.2.2.6 Contractor workers engaged in dust environment shall be issued with necessary dust protection aids and the use of the same shall be enforced

- 9.2.2.7 Workers engaged in exposure to bright light/rays as in welding or radiation shall be issued with eye protection devices and the use of the same shall be enforced

- 9.2.2.8 Adequate arrangements shall be made to provide safe drinking water

- 9.2.2.9 Health monitoring records on at least sample basis for contractor employees & workmen shall be maintained for persons engaged in specified categories of work. These shall include

- Noise induced hearing loss

- Lung Function test
- Ergonomic Test
- Eye Test for Welders, Grinders, Drivers etc

9.2.3.0 HYGIENE and HOUSEKEEPING

9.2.3.1 Good house keeping and proper hygiene is one of the key requirements of Occupational Health Safety and Environment management. Towards this the contractor shall encourage his workers and supervisors to maintain cleanliness in their area of work.

9.2.3.2 The Contractor shall arrange to place waste bins/chutes at convenient locations for the collection of scrap and other wastes. The bins shall be clearly marked and segregated for metal, non-metal, hazardous and non hazardous wastes.

9.2.3.3 BHEL may take up appropriate remedial measures at the cost of the contractors if the contractors fail good house keeping and if there is an imminent risk of pollution

9.2.4 ENVIRONMENT MANAGEMENT

9.2.4.1 BHEL has a sound environmental management system, which is to be maintained and implemented by all the contractors. The system allows for project specific objectives to be set and developed sensitive to Client requirements, applicable environmental legislation and BHEL's own objectives and policy. BHEL engineers will assess and monitor the environmental impact of their work and lay out objectives for their minimisation. The contractors shall implement the objectives for continual improvement of environmental performance. BHEL shall regularly audit environmental impacts and their improvements.

9.2.4.2 WASTE MANAGEMENT

9.2.4.3.1 The objective of waste management is to ensure the safe and responsible disposal of waste, ensuring that it is correctly disposed of and being able to audit the process to ensure compliance.

9.2.4.3.2 Chemical wastes if any shall be collected separately and disposed of to BHEL designated refuse yard as per BHEL advise

9.2.4.3.3 No dangerous chemicals, noxious waste products or materials will be disposed off on or off site without approval obtained through BHEL.

9.2.4.3.4 All disposal of wastes generated during construction shall be in accordance with all relevant legislation.

9.2.4.3.5 Acid and alkali cleaning wastes shall be neutralised to acceptable norms before disposal to the designated area.

9.2.4.3.6 All necessary measures shall be taken to ensure safe collection and disposal of waste oils. In particular to ensure the prevention of their discharge into surface waters, ground waters, coastal waters or drainages

9.3 SUPERVISION

- 9.3.1 Contractor must provide at least one full time on site safety coordinator when the manpower engaged is in excess of 50 for the contract activities in the premises. If the manpower is less than 50, the on site safety coordination responsibilities shall be assumed by any one of the contractor's other supervisory staff; however in both the cases, the contractor must specify in writing the name of such persons to the BHEL Engineer in Charge .
- 9.3.2 Contractor's safety coordinator or his supervisor responsible for safety as the case may be shall conduct at his work site, and document formal safety inspection and audits at least once in a week. Such documents are to be submitted to BHEL Engineer in Charge for his review and record. Contractor, supervisor must attend all schedule safety meetings as would be intimated to him by the BHEL Engineer in Charge.
- 9.3.3 Before starting work under any contract, the contractor must ensure that a job specific safety procedures/field practices as required over and above the safety permit conditions are prepared and followed .He should also ensure that all supervisors and workers involved understand and follow this procedures /field practices.
- 9.3.4 Contractor must ensure that in his work site appropriate display boards are put displaying signs for site safety , potential hazards and precautions required

9.4.0 **TRAINING & AWARENESS**

- 9.4.1 Contractor shall deploy experienced supervisors and other manpower who are well conversant with the safety and environment regulations of the Project. The electricians to be deployed on the job should have wireman license.
- 9.4.2 All Supervisors & Workmen of the Contractor shall undergo Fire safety training/demonstration whenever arranged by BHEL with the help of either Customer's Fire and Safety department or outside faculty so as to acquire knowledge of fire prevention and also to be able to make use of appropriate fire extinguishers.
- 9.4.3 Contractor must familiarize himself from BHEL Engineer in Charge about all known potential fire, explosion or toxic release hazards related to the contract. He in turn will ensure that same information has been passed to the supervisors and workmen
- 9.4.4 Contractor must ensure that all his supervisors are properly trained and each employee has received and understood from his supervisor necessary training and briefing about the safety requirement. Necessary document as a means to verify that employees have understood the training is to be maintained.
- 9.4.5 The contractor supervisors shall also give a small safety briefing to all the workmen under his charge before undertaking any new work and specially understand the safety requirements that are mandatory

9.5.0 **REPORTING**

- 9.5.1 The contractor shall submit report of all accidents, fires and property damage, dangerous occurrences to the authorised BHEL official immediately after such occurrence but in any case not later than twelve hours of the occurrence. Such report shall be furnished in the manner prescribed by BHEL and also to meet statutory requirement.
- 9.5.2 Any injury sustained by any of the contractor's employees within the Project premises must be reported to BHEL supervisor and FIRST AID should be immediately administered. The Contractor shall be responsible for keeping and maintaining proper records of Accidents to his personnel.

- 9.5.3 Contractor must arrange to immediately investigate, properly document and report any injury, accident or near miss involving any of his employees and take appropriate follow up action. He must furnish within 12 hours of the incident a written report to BHEL Engineer in charge and the Safety Section.
- 9.5.4 According to the Factory Act and the Employees state Insurance Act & regulation, any person sustaining any injury within the project premises and absents himself from work for more than 46 hours, his accident report has to be sent to the respective Government Authorities. Therefore contractor shall inform the owner's representative such matter immediately for their needful action.
- 9.5.5 In addition, contractor shall submit periodic reports on safety to the authorised BHEL official from time to time as prescribed.
- 9.5.6 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.

9.6 **AUDIT REVIEW AND INSPECTION**

9.6.1 BHEL shall conduct audit on the contractor performance and compliance with the project specific requirements of the Environment and Occupational Health & Safety Management systems. The programme of audit shall cover all activities under the contract but will focus particularly on high-risk activities. The Construction Manager shall decide the schedule of audit. The audit findings shall be communicated to the contractors and necessary remedial action as advised by BHEL Engineers shall be under taken within the stipulated time.

9.6.2 Inspections shall be carried out regularly by the contractors and by BHEL Engineers on activities, facilities, equipment, documentation, to cover the following aspects.

- Compliance with procedures and systems
- Availability, condition and use of PPEs
- Condition of maintenance tools, equipments, facilities
- Availability of fire fighting equipments and its condition
- Use of fire fighting equipments and first aid kit
- Awareness of occupational health hazard
- Awareness of safe working practices
- Presence of quality supervision
- Housekeeping

The Safety Co-ordinator shall visit and inspect work sites daily. All unsafe acts, unsafe conditions that have imminent potential for causing harm/injury/damage will be immediately corrected. He shall maintain a daily logbook giving details of unsafe acts or conditions observed and the corrective action taken and recommendations for preventing recurrence. Adequacy of corrective actions will be verified

The contractor shall take remedial measures as per the findings of each inspection

Besides the above, the contractor shall be required to carry out the following inspections

Sl no	Equipment	Scope of inspection	Inspection by	Schedule
1	Hand tools	To identify unsafe/defective tool	User	Daily
2	Power tools	To identify unsafe/defective tool	User	Daily
3	Fire Extinguishers	To check pressure and any defect	User / Safety Coordinator	Daily Every month
4	Lifting equipment/tackles	To check for defects and efficacy of brakes	User Third party	Daily Every Year
5	PPE	To check for defects	User	Daily

9.7 **NON COMPLIANCE:-**

9.7.1 NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND THE BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER **for every instance of violation noticed:**

Sl. No.	Safety	Fine (in Rs)
01	Not Wearing Safety Helmet	50/-
02.	Not wearing Safety Belt	100/-
03.	Grinding Without Goggles	50/-
04.	Not using 24 V Supply For Internal Work	500/-
05.	Electrical Plugs Not used for hand Machine	100/-
06.	Not Slings property	200/-
07.	Using Damaged Sling	200/-
08.	Lifting Cylinders Without Cage	500/-
09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
10.	Not Removing Small Scrap From Platforms	200/-
11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
13.	Improper Earthing Of Electrical T&Ps	500/-

Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilised for giving award to the employees who could

avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.

- 9.8** **CITATION:**-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 recognise the safety performance of the contractor may be considered by BHEL after completion of the job

9.9 Memorandum of Understanding

After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:

Memorandum of Understanding

BHEL, PSWR is committed to Health, Safety and Environment Policy (EHS Policy) as given in the booklet titled “ Safe Working Practices” issued to all contractors.

M/s _____ do hereby also commit to the same EHS Policy while executing the Contract Number _____

M/s _____ shall ensure that safe work practices not limited to the above booklet are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.

BHEL will be carrying out EHS audits twice a year and M/s _____ shall ensure to close any non-conformity observed/reported within fifteen days.

Signed by authorised representative of M/s-----

Name :

Place & Date:

9.10 Comprehensive list of National Standards for reference and use wherever applicable in the execution of Civil, Erection and Commissioning Contracts

IS No	YEAR	Amd upto	DESCRIPTION
IS 10204	1982		PORTABLE FIRE EXTINGUISHERS MECHANICAL FOAM TYPE
IS 10245	1994		SPECIFICATION FOR BREATHING APPARATUS
IS 10291	1982		SAFETY CODE FOR DRESS DRIVERS IN CIVIL ENGINEERING WORKS
IS 10658	1983		HIGHER CAPACITY DRY POWDER FIRE EXTINGUISHERS (TROLLEY MOUNTED)
IS 10662	1992		COLOUR TELEVISION
IS 10667	1983		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF FOOT AND LEG
IS 11037	1984		ELECTRONIC FAN REGULATORS
IS 11057	1984		INDUSTRIAL SAFETY NETS
IS 11451	1998		RECOMMENDATION FOR SAFETY AND HEALTH REQUIREMENT RELATING TO OCCUPATION EXPOSURE TO ASBESTOS
IS 1169	1967		PEDESTAL FANS
IS 1179	1967		SPECIFICATION FOR EQUIPMENT FOR EYE AND FACE PROTECTION DURING WELDING
IS 11833	1986		DRY POWDER FIRE EXTINGUISHERS FOR METAL FIRES
IS 11972	1987		CODE OF PRACTICE FOR SAFETY PRECAUTION TO BE TAKEN WHEN ENTERING A SEWAGE SYSTEM
IS 1287	1986		ELECTRIC TOASTER
IS 13063	1991		STRUCTURAL SAFETY OF BUILDINGS

			ON SHALLOW FOUNDATIONS ON ROCKS
IS 13385	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE WHEEL MOUNTED WATER TYPE (GAS CARTRIDGES)
IS 13386	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE MECHANICAL FOAM TYPE
IS 13415	1992		CODE OF SAFETY FOR PROTECTIVE BARRIERS IN AND AROUND BUILDINGS
IS 13416	1992		RECOMMENDATIONS FOR PREVENTIVE MEASURES AGAINST HAZARDS AT WORKING PLACE PART 1 TO PART 5
IS 13430	1992		CODE OF PRACTICE FOR SAFETY DURING ADDITIONAL CONSTRUCTION AND ALTERATION TO EXISTING BUILDINGS
IS 13849	1993		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CONSTANT PRESSURE)
IS 1446	1985		CLASSIFICATION OF DANGEROUS GOODS (FIRST REVISION)
IS 1476	1979		REFRIGERATORS
IS 1641	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): GENERAL PRINCIPLES OF FIRE GRADING AND CLASSIFICATION
IS 1642	1989		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS- DETAILS OF CONSTRUCTION
IS 1643	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): EXPOSURE HAZARD
IS 1646	1997		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): ELECTRICAL INSTALLATIONS
IS 1904	1986		CODE OF PRACTICE FOR DESIGN AND CONSTRUCTION OF FOUNDATIONS IN SOIL
IS 1905	1987		STRUCTURAL SAFETY OF BUILDINGS MASONARY WALLS
IS 2082	1985		ELECTRICAL GEYSERS
IS 2171	1985		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CARTRIDGE)
IS 2309	1989		PRACTICE FOR THE PROTECTION OF BUILDINGS AND ALLIED BUILDINGS AGAINST LIGHTENING
IS 2312	1967		EXHAUST FANS
IS 2361	1994		SPECIFICATION FOR BUILDING GRIPS – FIRST REVISION
IS 2418	1977		TUBULAR FLUORSCENT LAMPS IS 2418 (FT-1)
IS 2750	1964		STEEL SCAFFOLDINGS
IS 2762	1964		SAFE WORKING LOADS IN KGS FOR WIRE ROPE SLINGS
IS 2878	1986		FIRE EXTINGUISHERS CARBON

			DIOXIDE TYPE (PORTABLE AND TROLLEY MOUNTED)
IS 2925	1984		SPECIFICATION FOR INDUSTRIAL SAFETY HELMETS
IS 3016	1982		CODE OF PRACTICE FOR FIRE PRECAUTIONS IN WELDING AND CUTTING OPERATIONS- FIRST REVISION
IS 3315	1974		DESERT COOLERS
IS 3521	1989		INDUSTRIAL SAFETY BELTS AND HARNESS
IS 368	1983		IMMERSION WATER HEATERS
IS 3696	1991		SAFETY CODE OF SCAFFOLDS AND LADDERS PART 1 TO 2
IS 3737	1996		LEATHER SAFETY BOOTS FOR WORKERS IN HEAVY METAL INDUSTRIES
IS 374	1979		CEILING FANS INCLUDING REGULATORS
IS 3764	1992		EXCAVATION WORK – CODE OF SAFETY
IS 3786	1983		METHOD FOR COMPUTATION OF FREQUENCY AND SEVERITY RATES FOR INDUSTRIAL INJURIES AND CLASSIFICATION OF INDUSTRIAL ACCIDENTS
IS 3935	1966		CODE OF PRACTICE FOR COMPOSITE CONSTRUCTION
IS 4014	1967		CODE OF PRACTICE FOR STEEL TUBULAR SCAFFOLDING
IS 4081	1986		SAFETY CODE FOR BLASTING AND RELATED DRILLING OPERATIONS
IS 4082	1977	1996	STACKING AND STORAGE OF CONSTRUCTION MATERIALS AND COMPONENTS AT SITE
IS 4130	1991		DEMOLITION OF BUILDINGS – CODE OF SAFETY PART 1 TO 2
IS 4138	1977		SAFETY CODE FOR WORKING IN COMPRESSED AIR (FIRST REVISION)
IS 4155	1966		GLOSSARY OF TERMS RELATING TO CHEMICAL AND RADIATION HAZARDS AND HAZARDOUS CHEMICALS
IS 4209	1967		CODE OF SAFETY FOR CHEMICAL LABORATORY
IS 4250	1980		FOOD MIXERS
IS 4262	1967		CODE OF SAFETY FOR SULFURIC ACID
IS 4756	1978		SAFETY CODE FOR TUNNELING WORK
IS 4912	1978		SAFETY REQUIREMENTS FOR FLOOR AND WALL OPENINGS, RAILINGS AND TOE BOARDS
IS 5121	1969		SAFETY CODE FOR PILING AND OTHER DEEP FOUNDATIONS
IS 5182	1969	1982	METHODS FOR MEASUREMENT OF AIR POLLUTION
IS 5184	1969		CODE OF SAFETY FOR HYDROFLUORIC ACID
IS 5216	1982	2000	RECOMMENDATIONS ON SAFETY

			PROCEDURES AND PRACTICE IN ELECTRICAL WORK PART I AND II
IS 555	1979		TABLE FANS
IS 5557	1995		INDUSTRIAL AND SAFETY LINED RUBBER BOOTS (SECOND REVISION)
IS 5916	1970		SAFETY CODE FOR CONSTRUCTION INVOLVING USE OF HOR BITUMINOUS MATERIALS
IS 5983	1980		SPECIFICATION FOR EYE PROTECTORS – FIRST REVISION
IS 6234	1986		PORTABLE FIRE EXTINGUISHERS WATER TYPE (STORED PRESSURE)
IS 692	1994		CRITERIA FOR SAFETY AND DESIGN OF STRUCTURES SUBJECTED TO UNDERGROUND BLASTS
IS 6994	1973		SPECIFICATION FOR SAFETY GLOVES
IS 7155	1986		CODE OF RECOMMENDED PRACTICE FOR CONVEYOR SAFETY (PART 1 TO 8)
IS 7205	1974		SAFETY CODE FOR ERECTION OF STRUCTURAL STEEL WORK
IS 7293	1974		SAFETY CODE FOR WORKING WITH CONSTRUCTION MACHINERY
IS 7323	1994		GUIDELINES FOR OPERATIONS OF RESERVOIRS
IS 7812	1975		CODE OF SAFETY FOR MERCURY
IS 7969	1975		SAFETY CODE FOR HANDLING AND STORAGE OF BUILDING MATERIALS
IS 8089	1976		CODE OF SAFE PRACTICE FOR LAYOUT OF OUTSIDE FACILITIES IN AN INDUSTRIAL PLANT
IS 8091	1976		CODE OF PRACTICE FOR INDUSTRIAL PLANT LAYOUT
IS 8095	1976		ACCIDENTS PREVENTION TAGS
IS 818	1968	1997	CODE OF PRACTICE FOR SAFETY AND HEALTH REQUIREMENTS IN ELECTRIC AND GAS WELDING, AND CUTTING OPERATIONS
IS 8448	1989		AUTOMATIC LINE VOLTAGE CORRECTOR (STABILISER)
IS 8519	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR BODY PROTECTION
IS 8520	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR EYE, FACE AND EAR PROTECTION
IS 875	1987		STRUCTURAL SAFETY OF BUILDING: LOADING STANDARD PART 1 TO 5
IS 8807	1978		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF ARMS AND HANDS
IS 8978	1985		INSTANTANEOUS WATER HEATERS
IS 8989	1978		SAFETY CODE FOR ERECTION OF CONCRETE FRAMED STRUCTURES
IS 940	1989		PORTABLE FIRE EXTINGUISHERS WATER TYPE (GAS CARTRIDGE)
IS 9457	1980		SAFETY COLOURS AND SIGNS
IS 9679	1980		CODE OF SAFETY FOR WORK

			ENVIRONMENTAL MONITORING
IS 9706	1997		CODE OF PRACTICE FOR THE CONSTRUCTION OF AERIAL RPEWAYS FOR THE TRANSPORTATION OF MATERIAL
IS 9759	1981		GUIDELINES FOR DEWATERING DURING CONSTRUCTION
IS 9815	1989		SERVO MOTOR OPERATED LINE VOLTAGE CORRECTOR (SERVO STABILISER)
IS 9944	1992		RECOMMENDATIONS ON SAFE WORKING LOAD FOR NATURAL AND MAN-MADE FIBRE ROPE SLINGS
IS 996	1979		SINGLE PHASE ELECTRIC MOTORS
ISO 3873	1977		SAFETY HELMET

SECTION-10

SPECIAL CONDITIONS

10.0 DRAWINGS AND DOCUMENTS

10.1

THE DETAILED DRAWINGS, SPECIFICATIONS AVAILABLE WITH BHEL ENGINEERS WILL ALSO FORM PART OF THIS TENDER SPECIFICATION. REVISION OF DRAWINGS/DOCUMENTS MAY TAKE PLACE DUE TO VARIOUS CONSIDERATIONS, AS IS NORMAL IN SUCH PROJECT. WORK WILL HAVE TO BE CARRIED OUT AS PER REVISED DRAWINGS/DOCUMENTS AT NO EXTRA COST. THESE DOCUMENTS WILL BE MADE AVAILABLE TO THE CONTRACTOR DURING EXECUTION OF WORK AT SITE.

10.2

TWO SETS OF NECESSARY DRAWINGS/DOCUMENTS TO CARRY OUT THE WORK WILL BE FURNISHED TO THE CONTRACTOR BY BHEL ON LOAN, WHICH SHALL BE RETURNED TO BHEL AFTER COMPLETION OF THE WORK. CONTRACTOR'S PERSONNEL SHALL TAKE CARE OF THESE DOCUMENTS GIVEN TO THEM.

10.3

THE DATA FURNISHED IN VARIOUS SECTIONS AND APPENDICES AND THE DRAWINGS ENCLOSED WITH THIS TENDER SPECIFICATION DESCRIBE THE WORK TO BE CARRIED OUT UNDER THIS SPECIFICATION BRIEFLY AND INDICATIVELY. HOWEVER, THE CHANGES IN THE DESIGN AND IN THE QUANTITY MAY BE EXPECTED TO OCCUR, AS IS USUAL IN ANY SUCH LARGE SCALE OF WORKS. CONTRACTOR'S QUOTED RATE SHALL BE INCLUSIVE OF THE ABOVE FACTOR.

10.4

IF ANY ERROR OR AMBIGUITY IS DISCOVERED IN THE SPECIFICATION /INFORMATION CONTAINED IN THE DOCUMENTS/DRAWINGS AND TENDER, THE CONTRACTOR SHALL FORTHWITH BRING THE SAME TO THE NOTICE OF BHEL BEFORE COMMENCEMENT OF THE WORK. BHEL'S INTERPRETATION IN SUCH CASES WILL BE FINAL AND BINDING ON THE CONTRACTOR.

10.5

IN CASE OF ANY CONFLICT BETWEEN GENERAL INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT CONTAINED IN SECTIONS 1 & 2 RESPECTIVELY AND OTHER SPECIAL CONDITIONS OF CONTRACT CONTAINED IN SECTIONS 4 TO 15 AND APPENDICES, PROVISIONS CONTAINED IN SECTIONS 4 TO 15 SHALL PREVAIL.

10.6 In case of discrepancy between quoted item rate and corresponding amount in the rate schedule, the quoted item rates shall be reckoned as correct and amount recalculated. Quoted item rates shall also prevail for arriving at the total price quoted for offer evaluation.

10.7 Bank guarantees to be furnished by the contractor towards security deposit and performance guarantee (last 5% payment against workmanship warranty/defect liability) shall have a claim period of six months over and above the validity period required for the case

10.8 LIST OF TENDER DRAWINGS. IT WILL BE SUPPLIED ON DEMAND (IF ANY).

(A) Plot Plan, Drawing No. 0-381-01-00779, REV 02

(B) Overall Plot Plan

10.9: Preliminary soil Investigation report:- BHEL will provide preliminary soil investigation report for information later on. This will be hosted in our web page as an addendum. Hence bidder must visit our web site www.bhel.com for downloading this document. This document shall be part of Technical Bid . Bidder must enclose copy of this addendum duly signed and stamped with their offer as a part of Technical bid.

10.10:

Technical Specification –Technical bid-Volume –II consists of EIL & BHEL PEDC, HYD , TECHNICAL SPECIFICATION (This book is issued separately as Vol- II).

SECTION-11

SPECIAL CONDITIONS

11.0

TIME SCHEDULE - MOBILISATION - PROGRESS AND MONITORING, COMPLETION, ADVANCE, PRICE VARIATION, SALES TAX, WCT ETC.

11.1

CONTRACTOR HAS TO MOBILISE THEIR T&PS, CONSTRUCTION EQUIPMENTS, MATERIALS, RESOURCES AND WORK FORCE SO AS TO START THE WORK WITHIN 15 (**FIFTEEN**) **DAYS** OF FAX/TELEGRAPHIC INTIMATION OF AWARD OF WORK. FURTHER MOBILIZATION OF FRESH RESOURCES AND AUGMENTATION OF EXISTING RESOURCES SHALL BE DONE IN CONSULTATION WITH BHEL IN ALL THE AREAS IN SUCH A MANNER THAT THE ENTIRE WORK IS COMPLETED WITHIN A NORMAL COMPLETION SCHEDULE **OF 18 MONTHS (EIGHTEEN MONTHS) MONTHS FOR UNIT NO. # 01 & 20 MONTHS FOR UNIT # 02 AND 22 MONTHS FOR UNIT # 03** INCLUDING HANDING OVER FROM THE DATE OF ISSUE OF LOI HOWEVER SOME MAIN FOUNDATIONS ARE REQUIRED ON PRIORITY FOR START OF BOILER/ESP ERECTIONS & OTHER FDNS IN PHASED MANNER, WHICH IS FURTHER REPRODUCED AS BELOW:-

SR.NO.	MAJOR ACTIVITY/FOUNDATION	PERIOD OF COMPLETION OF UNIT # 01
01	BOILER FOUNDATION	BLR. FDN SHALL BE COMPLETED WITHIN THREE MONTHS FROM THE DATE OF START OF EXCAVATION FOR BOILER FDN. & HANDED OVER TO BOILER ERECTION AGENCY.
02	ESP FOUNDATION	WITHIN FOUR MONTHS FROM START OF BOILER EXCAVATION WORK AS ABOVE.
03	POWER HOUSE FOUNDATION	WITHIN FIVE MONTHS FROM THE RECORDED DATE, DATE ON WHICH EXCAVATION OF MAIN BOILER FDN. STARTED
04	TG RAFT, TG COLUMNS & TG DECK	WITHIN 12 TH MONTHS FROM START OF BOILER EXCAVATION WORK OF UNIT # 01.
05	START OF FABRICATION OF POWER HOUSE AND BUNKER STRUCTURES.	WITHIN FOUR MONTHS FROM DATE OF ISSUE OF LOA.
06	START OF ERECTION OF POWER HOUSE AND BUNKER STRUCTURES.	WITHIN 06 TH MONTHS FROM DATE OF ISSUE OF LOA.
07	FINISHING/ARCHITECTURAL WORKS IN POWER HOUSE/ESP CONTROL ROOMS ETC.	WITHIN 18 TH MONTHS

11.1.1 GRACE PERIOD: FOUR MONTHS GRACE PERIOD SHALL BE GRANTED FOR THIS CONTRACT BEYOND THE CONTRACT PERIOD. HOWEVER THE CONTRACTOR SHALL MAKE ALL OUT EFFORTS TO COMPLETE THE WORK WITHIN 22TH MONTHS FOR ALL THE THREE UNITS.

11.2

THE DATE OF COMMENCEMENT FOR THE PURPOSE OF START OF NORMAL COMPLETION SCHEDULE WILL BE THE DATE ON WHICH EXCAVATION WORK FOR THE BOILER FOUNDATION PLANT WORK IS STARTED AND LAYOUT IS MADE. **FOR THE PURPOSE OF OVERALL COMPLETION, DATE OF START OF EXCAVATION FOR MAIN BOILER FOUNDATION FOR UNIT # 01 SHALL BE CONSIDERED.**

11.3 CONSTRUCTION SCHEDULE: - THE CONTRACTOR SHALL FURNISH THE L2/L3 CONSTRUCTION SCHEDULE AREA WISE BASED ON THE ABOVE MILESTONES/L1 SCHEDULE WITHIN 30 DAYS OF ISSUE OF LOI. CONTRACTOR SHALL DRAW MONTHLY COMPLETION PROGRAMME ALONGWITH THE BHEL ENGINEER FOR VARIOUS ACTIVITIES. CONTRACTOR TO ARRANGE ALL THE INPUTS LIKE CEMENT AND ALL OTHER MATERIALS FOR COMPLETION OF THE PROJECT UNDER THIS CONTRCAT IN TOTALITY, PREPARATION OF DETAILED FABRICATION DRAWING BASED ON ENGG. DRAWING ISSUED FROM BHEL – PEDC, HYDERABAD, FABRICATION & ERECTION OF STRUCTURAL STEEL, CONSTRUCTION WATER, AND CONSTRUCTION POWER ETC. THE ENTIRE WORK HAS TO BE COMPLETED IN **22 MONTHS**

11.4 PROGRESS AND MONITORING OF WORK

11.4.1

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL THE RELEVANT INFORMATION ON A REGULAR BASIS REGARDING PROGRESS ACHIEVED.

11.4.2

THE CONTRACTOR SHALL SUBMIT DAILY, WEEKLY AND MONTHLY PROGRESS REPORTS, MANPOWER REPORTS, MATERIAL CONSUMPTION AND STOCK REPORTS, EQUIPMENT STATUS REPORTS ETC. THE PROGRESS REPORTS SHALL INDICATE THE PROGRESS ACHIEVED AGAINST PLANNED WITH REASONS INDICATING THE DELAYS, IF ANY. THE REPORT SHALL ALSO GIVE THE REMEDIAL ACTIONS WHICH THE CONTRACTOR INTENDS TO MAKE GOOD THE SLIPPAGE OR LOST TIME SO THAT FURTHER WORK PROCEED AGAIN AS PER THE ORIGINAL PROGRAMME AND THE SLIPPAGE DO NOT ACCUMULATE AND AFFECT THE OVERALL PROGRAMME.

11.4.3

ANY OTHER INFORMATION THAT IS REQUIRED FOR DECISION MAKING, PLANNING AND ACTION TAKING, THE CONTRACTOR SHOULD FURNISH THE SAME. THE TENTATIVE FORMAT FOR VARIOUS REPORTS WILL BE PRESCRIBED AT SITE BY BHEL.

11.5

THE WORK UNDER THE SCOPE OF CONTRACTOR WILL BE DEEMED TO BE COMPLETE IN ALL RESPECTS ONLY WHEN SO CERTIFIED BY BHEL ENGINEER. THE DECISION OF BHEL IN THIS REGARD SHALL BE FINAL AND BINDING ON THE CONTRACTOR.

11.4 ASCERTAINING AND ESTABLISHING THE REASONS FOR SHORTFALL

THE ONUS PROBANDI THAT THE CAUSES LEADING TO EXTENSION OF THE CONTRACT PERIOD IS NOT DUE TO ANY REASONS ATTRIBUTABLE TO THE CONTRACTOR IS ON HIM (THE CONTRACTOR). REVIEW OF THE PERFORMANCE AS STATED VIDE CL. 11.4. ABOVE WILL BE MADE CONSIDERING THE AVAILABILITY OF COMPONENTS FOR CIVIL WORK COMPLETION AND OTHER INPUTS / CONSTRAINTS OVER WHICH THE CONTRACTOR HAS NO CONTROL. THE PROGRAMME WILL BE REVIEWED AREA-WISE AND THE FOLLOWING FACTS WILL BE RECORDED IN CASE OF SHORTFALL AT THE END OF EVERY MONTH:

- A) CIVIL WORTK COMPLETION SCHEDULE NOT ACHIEVED OWING TO NON-AVAILABILITY OF FRONTS.
- B) CIVIL WORTK COMPLETION SCHEDULE NOT ACHIEVED OWING TO NON-AVAILABILITY OF MATERIALS BY CONTRACTOR.
- C) CIVIL WORTK COMPLETION SCHEDULE NOT ACHIEVED OWING TO NON-AVAILABILITY OF TOOLS AND PLANTS, MANPOWER AND CONSUMABLES BY THE CONTRACTOR OR ANY OTHER REASON ATTRIBUTABLE TO THE CONTRACTOR.
- D) CIVIL WORTK COMPLETION SCHEDULE NOT ACHIEVED DUE TO ANY OTHER REASONS NOT ATTRIBUTABLE TO THE CONTRACTOR.

11.5 CONTRACT EXTENSION

IF THE COMPLETION OF WORK AS DETAILED IN THESE SPECIFICATION GETS DELAYED BEYOND THE END OF CONTRACT PERIOD AND GRACE PERIOD THEN DEPENDING ON THE BALANCE WORK LEFT OUT, BHEL AT ITS DISCRETION MAY EXTEND THE CONTRACT.

11.6 COMPENSATION FOR DELAY:-

11.6.1 If the contractor fails to complete the work under the scope of work in this contract/as per tender schedules, within the time specified in the specification or within any extension (for reasons not attributable to contractor), he shall, without prejudice to any other right or remedy of BHEL on account of such breach, **pay compensation (penalty) to BHEL**. The above agreed compensation shall be a penalty equivalent to 1/4 % (one fourth percent) of the total contract price, excluding elements of taxes, duties etc. if any, per week or part thereof of the delay subject to a maximum of 10% (ten percentage) of the total executed price excluding elements of taxes, duties etc.

11.6.2 BHEL shall deduct the amount of such compensation from any money due or which may become due to the contractor and/or recover such compensation from the bank guarantees / security deposit of the contractor. To be entitled to impose such compensation, BHEL will not be required to prove that BHEL has incurred such amount as actual damage.

11.6.3 BHEL reserves the right to purchase from elsewhere on account of and at the risk & cost of the contractor without notice to the contractor of the equipment/materials not so delivered, without cancelling the order/contract in respect of the equipment/materials not yet due for delivery.

11.6.4 BHEL reserves the right to cancel the order/contract or a portion thereof for the stores not so delivered at the risk & cost of the contractor and the contractor shall be liable to BHEL for any excess costs thereof.

11.6.5 The contractor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

11.6.6 Where action is taken as per above, the contractor shall be liable for any loss, which BHEL may sustain on that account. The contractor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on any part of BHEL to serve a notice of such purchase on contractor

11.7 PRICE VARIATION: IN ORDER TO TAKE CARE OF VARIATION IN THE COST OF EXECUTION OF WORK, ON EITHER SIDE, DUE TO VARIATION IN THE INDEX OF LABOUR, DIESEL AND OTHER MATERIALS LIKE CEMENT ETC USED IN THE WORK, THE FOLLOWING PRICE VARIATION FORMULA SHALL BE APPLICABLE. **(AS SUCH PVC GIVEN IN GCC CL NO: 2.16 SHALL NOT BE APPLICABLE)**

11.7.1

THE BASIS FOR CALCULATION OF PRICE VARIATION UNDER EACH CATEGORY, THEIR COMPONENT, BASE INDEX/PRICE AND BASE DATE OF ACCOUNTING OF INDEX/PRICE SHALL BE AS UNDER:-

SL.N O.	CATEGORY	COMPONE NT	BASE INDEX/PRICE	BASE DATE
a)	LABOUR OF ALL CATEGORIES	30%	CONSUMER PRICE INDEX FOR INDUSTRIAL WORKERS (GENERAL), APPLICABLE TO "ALL INDIA" AS PUBLISHED BY LABOUR BUREAU, SHIMLA	LAST DATE OF SUBMISSION OF TENDER (WITH EXTENDED DATE, IF ANY)
b)	DIESEL OIL	5%	PRICE OF HS DIESEL AT PUMP OF INDIAN OIL CORPORATION/BPCL/HPCL NEAREST TO THE PROJECT SITE.	-DO-
c)	CEMENT	30%	WHOLE SALE PRICE INDEX FOR CEMENT PUBLISHED BY MINISTRY OF COMMERCE AND INDUSTRY (www.eaindustry.nic.in)	-DO-

11.7.2

PAYMENT/RECOVERY DUE TO VARIATION IN INDEX/PRICES SHALL BE DETERMINED ON THE BASIS OF THE FOLLOWING NOTIONAL FORMULA WITHOUT ANY INITIAL ABSORPTION, IN RESPECT OF THE IDENTIFIED COMPONENTS VIZ. LABOUR, MATERIALS (OTHER THAN THOSE ISSUED BY BHEL), AND DIESEL.

$$A = K \times R \times \frac{(X_n - X_o)}{X_o}$$

WHERE

A = AMOUNT TO BE PAID/RECOVERED DUE TO VARIATION IN THE INDEX FOR LABOUR, MATERIAL AND PRICES FOR DIESEL .

K = PERCENTAGE COMPONENT OF LABOUR, MATERIALS AND DIESEL AS INDICATED IN COLUMN NO.3 ABOVE.

R = VALUE OF WORK DONE FOR THE BILLING MONTH

X_n = REVISED INDEX NUMBER FOR LABOUR, CEMENT AND PRICE FOR DIESEL ON THE DATE SUBSEQUENT TO THE BASE DATE AS INDICATED IN THE COLUMN NO.5 OF THE ABOVE TABLE (I.E. FOR THE WORK BILL MONTH UNDER CONSIDERATION)

X_o = INDEX NO. FOR LABOUR, CEMENT AND PRICE FOR DIESEL AS ON THE BASE DATE INDICATED IN THE COLUMN NO.5 OF THE ABOVE TABLE.

11.7.3

THE CONTRACTOR SHALL PRODUCE NECESSARY "PRICE LIST" FOR DIESEL FROM NEAREST DIESEL OIL DEALER AND "MONTHLY BULLETINS" ISSUED BY LABOUR BUREAU, SHIMLA AND RBI BULLETINS FOR ALL COMMODITIES FOR APPLICATION OF PRICE VARIATION AS REQUIRED IN THE NOTIONAL FORMULA MENTIONED ABOVE.

11.7.4

THE CONTRACTOR WILL BE REQUIRED TO RAISE THE BILLS FOR PRICE VARIATION ON A MONTHLY BASIS ALONGWITH THE RUNNING BILLS IRRESPECTIVE OF THE FACT WHETHER ANY INCREASE/DECREASE IN THE CONSUMER PRICE INDEX FOR LABOUR, MATERIAL (OTHER THAN ISSUED BY BHEL) AND PRICE OF DIESEL OIL HAS TAKEN PLACE OR NOT. IN CASE IF THERE IS DELAY IN PUBLICATION OF BULLETINS (FINAL FIGURE), THE PROVISIONAL VALUE AS PUBLISHED CAN BE CONSIDERED FOR PAYMENT/RECOVERY ON ACCOUNT OF VARIATION AND THE ARREARS SHALL BE PAID/RECOVERED ON GETTING THE FINAL VALUES.

11.7.5

PRICE VARIATION SHALL BE APPLICABLE ON THE **REVISED/ENHANCED** RATES (IF ANY), BUT SHALL NOT BE APPLICABLE FOR ANY **EXTRA WORK**.

11.7.6 VALIDITY PERIOD FOR PVC

THE ABOVE PVC SHALL BE APPLICABLE FOR TOTAL CONTRACT PERIOD OF **22 MONTHS** PLUS ACCEPTED EXTENDED PERIOD, IF ANY, DUE TO NO FAULT OF CONTRACTOR. PRICE VARIATION DURING THE ENTIRE EXTENDED PERIOD ON CONTRACTOR'S ACCOUNT, IF ANY, WILL BE APPLIED ON THE INDEX FROZEN FOR THE MONTH PRECEDING START OF SUCH EXTENDED PERIOD ATTRIBUTABLE TO THE CONTRACTOR.

11.7.7

THE TOTAL QUANTUM OF PRICE VARIATION SHALL NOT EXCEED FIFTEEN PERCENTAGE (15%) OF THE CONTRACT PRICE/AWARDED VALUE OF CONTRACT EXCLUDING EXTRA ITEM OF WORKS (IF ANY)

11.8 REVISION OF ACCEPTED CONTRACT RATE

NO. REVISION OF RATES SHALL BE APPLICABLE IN THE EVENT, THE COMPLETION PERIOD IS EXTENDED FOR ANY REASON WHATSOEVER.

11.9 VARIATION IN QUANTITIES

THE QUANTITIES OF VARIOUS ITEMS MENTIONED IN THIS TENDER ARE APPROXIMATE AND MAY VARY UPWARD/DOWNWARD OR MAY BE DELETED ALTOGETHER AS PER THE DRAWING SUPPLIED AT SITE DURING EXECUTION. THE QUOTED RATE OF EACH ITEM SHALL REMAIN FIRM AS LONG AS THE VARIATION IN THE TOTAL VALUE OF WORK EXECUTED UNDER THIS CONTRACT, INCLUDING EXTRA ITEMS IF ANY, REMAIN WITHIN **PLUS OR MINUS 30 (THIRTY PERCENT)** OF THE CONTRACT VALUE AS PER DESIGN CONSIDERATIONS. THE TENDERER HAS TO KEEP THEIR QUOTED RATES FIRM UPTO VARIATION OF MINUS 30% ON THE BASIC CONTRACT VALUE. IN CASE THE ACTUAL VALUE OF EXECUTED WORK ON COMPLETION OF WORK BECOMES **LESS THAN 70%** OF THE BASIC CONTRACT VALUE THEN THE FOLLOWING METHOD SHALL BE ADOPTED.

THE ACTUAL EXECUTED VALUE SHALL BE RAISED BY 7% OF THE EXECUTED VALUE SUBJECT TO THE CONDITION THAT TOTAL VALUE OF WORK EXECUTED PLUS INCREASE BY 7% AS ABOVE SHALL BE LIMITED TO 70% OF THE BASIC CONTRACT VALUE. THE RATE QUOTED SHALL BE FIRM IRRESPECTIVE OF ANY UPWARD VARIATION IN THE CONTRACT PRICE.

IT IS FURTHER CLARIFIED THAT THE ENHANCEMENT/RATE REVISION @ 7% ON THE BASIC RATE AS PER CLAUSE NO. 11.7 SHALL NOT BE ACCOUNTED FOR THE PURPOSE OF OPERATING THIS CLAUSE (CLAUSE No. 11.8).

11.9

THE CONDITIONS STIPULATED VIDE CLAUSES 2.8.3 AND 2.8.4 OF GENERAL CONDITIONS OF CONTRACT INCLUDE WITHIN THEIR PURVIEW ALL TAXES AND DUTIES AND VARIATION IN WAGES/SALARIES /BENEFITS FOR ANY REASON WHATSOEVER WHICH ARE ALL TO BE BORNE BY THE CONTRACTOR.

11.10 TAXES, DUTIES & LEVIES

REFER SECTION 5 AND CONDITION OF CONTRACT CL. 5.29 IN THIS REGARD

11.11 INTEREST BEARING RECOVERABLE ADVANCE.

Interest bearing (rate of interest @ 12% per annum on monthly rest reducing balance basis) limited to 5% of the award value may be paid by BHEL at its discretion depending on the merit of the case against receipt & acceptance of bank guarantee from the contractor for the amount sought. This bank guarantee shall be valid for sufficient period till the entire advance amount including interest thereof is recovered. Recovery will be made at least @ 10% of the admitted running bill amount from the first applicable running bill onwards till entire due is recovered. Rate of recovery for a shorter available duration will accordingly be higher so that entire due is recovered within the remaining contract period.

11.12 SECURED ADVANCE:

Interest free secured advance up to a maximum 75% of the value as given in paid up purchase voucher of the following materials required for incorporation in the permanent works and brought at site duly certified by Engineer shall be payable to contractor.

- a) Cement.
- b) Steel (including fire proof) windows/doors/rolling shutters/louvers
- c) Materials for Aluminum Doors/windows/partitions
- d) Grouting Materials (GP-1 & GP –2)
- e) Luxalon, & False ceiling materials,
- f) Acid resistance tiles and mortars
- g) Tar felt materials
- h) Roof sheeting and side cladding materials.
- i) MS, CI & GI pipes.
- j) Transformer rails.
- k) Hume pipes.
- l) HT/HSFG Bolts, Nuts, Washers etc. and electro forged gratings.
- m) Anchor fasteners.
- n) Cavity Floor materials (False flooring)

The claim for secured advance is to be given in the prescribed form. A formal deed of hypothecation is to be drawn up on non-judicial stamp paper under which BHEL secured a lien on the materials and safeguarded against losses due to contractor postponing the execution of the work due to storage or misuse of materials and against expenses incurred on their watch and safe custody. Secure advance shall be adjusted in the interim bills prorated to work billed.

No secured advance will be paid by BHEL against value of any erection equipment brought to site by the contractor.

11.13 Foreclosing of Contract**11.13.1**

BHEL, at its discretion may foreclose the contract at any time after the completion of contract period from the date of starting the work at site.

11.13.2

In case it is decided to withdraw any portion of work or foreclose the contract, the percentage value of the work withdrawn / left over shall be determined mutually. BHEL engineer's decision in regard to status of an item shall be final and binding on the contractor.

11.13.3

The date of completion of work for the purpose of guarantee vide clause 2.13 of general conditions will be the date on which the contract is foreclosed.

11.13.4

Clause 2.12 of GCC regarding force majeure shall, inter-alia, include stoppage of work due to 'local bandhs' arising out of external factors.

11.15 DEFINITION OF WORK COMPLETION

The contractor's scope of work under these specifications will be deemed to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL site in charge. The decision of BHEL in this regard shall be final and binding on the contractor.

SECTION-12

SPECIAL CONDITIONS

12.0 TERMS OF PAYMENT

12.1 PAYMENT FOR WORK COMPLETED

12.1.1

THE TENDERER SHALL QUOTE SEPARATE UNIT RATES FOR EACH OF THE CATEGORIES OF WORK DETAILED IN THE RATE SCHEDULE.

12.1.2

THE CONTRACTOR SHOULD SUBMIT HIS ON ACCOUNT BILLS WITH ALL THE DETAILS REQUIRED BY BHEL ON 26TH OF EVERY MONTH COVERING PROGRESS OF WORK IN ALL RESPECTS AND AREAS UPTO 24TH DAY OF THE SAME MONTH.

12.1.3

ON RECEIPT OF THE BILL, JOINT MEASUREMENT AND CHECKING OF THE WORK DONE WILL BE CARRIED OUT BY THE CONCERNED BHEL ENGINEER AS PER CLAUSE 2.6 OF GENERAL CONDITIONS OF THE CONTRACT. BHEL ENGINEER THEN WILL CERTIFY THE ACTUAL WORK EXECUTED IN THE MEASUREMENT BOOK AND BILLS FOR THE WORK.

12.1.4

Release of payment in each running bill will be restricted to 95% of the value of work admitted, as per the percentage break-up for the stage of work completion stipulated vide clauses hereinafter.

The 5% thus remaining shall be on account of workmanship guarantee of work executed. The same will be released after completion of the guarantee period of 12 months from the date of completion of entire work as certified by BHEL engineer. However, this amount may be released earlier on receipt and acceptance of bank guarantee of equal amount and tenure in prescribed format and the BG shall be kept valid till completion of such guarantee period and an additional six months claim period

12.1.5 SUBJECT TO ANY DEDUCTION WHICH BHEL MAY BE AUTHORISED TO MAKE UNDER THE CONTRACT, THE CONTRACTOR SHALL ON THE CERTIFICATE OF THE ENGINEER AT SITE BE ENTITLED FOR PAYMENT AS PER THE CLAUSE

12.1.6 PROGRESSIVE PAYMENT FOR CIVIL, STRUCTURAL AND ARCHITECTURAL.

THE PERCENTAGE OF PAYMENT FOR PROGRESSIVE COMPLETION OF WORK IN VARIOUS CATEGORIES OF WORK SHALL BE AS UNDER:

12.1.7.1 CIVIL AND ARCHITECTURAL WORK

100% OF ITEM RATE ON PRORATA BASIS AGAINST MONTHLY RA BILLS.

12.1.7.2 STRUCTURAL WORK

100% OF ITEM RATE ON PRORATA BASIS AGAINST MONTHLY:

12.2 WORKMANSHIP GUARANTEE PERIOD AND REFUND OF RETENTION MONEY

THE WORKMANSHIP GUARANTEE PERIOD OR DEFECT LIABILITY PERIOD OR MAINTENANCE GUARANTEE PERIOD SHALL BE 12 MONTHS FROM THE DATE OF SATISFACTORY COMPLETION OF ENTIRE WORK AS CERTIFIED BY BHEL ENGINEER. THE 5% COMPONENT RETAINED, SHALL BE RETURNED AS PER THE PROVISIONS OF CLAUSES 12.1.4 & 12.1.5 ..

12.1 PAYMENT FOR WORK COMPLETE

12.2.1

THE CONTRACTOR SHOULD SUBMIT HIS ON ACCOUNT BILLS WITH ALL THE DETAILS REQUIRED BY BHEL ON 26TH OF EVERY MONTH COVERING PROGRESS OF WORK IN ALL RESPECTS AND AREAS UP TO 24TH DAY OF THE SAME MONTH.

12.2.2

THE PAYMENT FOR RUNNING BILLS WILL NORMALLY BE RELEASED WITHIN **30 DAYS** OF SUBMISSION OF RUNNING BILL WITH MEASUREMENT SHEETS. CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENT FOR MAKING PAYMENT OF IMPENDING LABOUR WAGES AND OTHER DUES IN THE MEANWHILE.

12.2.3

ON RECEIPT OF THE BILL, JOINT MEASUREMENT AND CHECKING OF THE WORK DONE WILL BE CARRIED OUT BY THE CONCERNED BHEL ENGINEER AS PER CLAUSE 2.6 OF GENERAL CONDITIONS OF THE CONTRACT AND BREAK-UP GIVEN VIDE CLAUSE 12.0. IT SHALL BE FINAL AND BINDING ON THE CONTRACTOR.

12.2.4

THE PAYMENT FOR RUNNING BILLS WILL NORMALLY BE RELEASED IN AROUND 30 DAYS OF SUBMISSION OF RUNNING BILL WITH MEASUREMENT SHEETS. CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENT FOR MAKING PAYMENT OF IMPENDING LABOUR WAGES AND OTHER DUES IN THE MEANWHILE.

12.3 EXTRA/ADDITIONAL ITEMS OF WORK:-

If any extra or additional items, which are not incorporated in the BOQ schedule, have to be executed by the contractor, the rate of such extra or additional work shall be as per the following:

The rate of such items shall be derived, if possible, from the available rates, agreed upon in the rate schedule of this contract.

If the items are covered under CPWD- DSR 2002 schedule, the rate shall be quoted under item indicated in BOQ.

If the items are not covered under above schedule, the rates have to be mutually agreed upon on the basis of prevailing market rates for which all documentary evidences, as required by BHEL shall have to be produced by the contractor. Decision of BHEL in such cases shall be final and binding on the contractor.

SECTION-13

SPECIAL CONDITIONS OF CONTRACT

13.0 DETAILS TO BE FURNISHED BY THE BIDDERS

Apart from other details called for in the tender document under the various other provisions, the following details shall be submitted by the tenderers along with their offers (Technical Bid). Please also refer the checklist furnished in the beginning of the Tender Specification.

13.1

Contractor shall submit his HQ and Site organization charts.

13.2

Contractor shall submit tentative month-wise plan to match the Completion Schedule as in Section-11 of Special Conditions of Contract.

13.3

Contractor shall furnish the list of major tools and plants owned by them as well as T&P deployment plan for this work.

13.4

Contractor shall furnish the names of engineers, supervisors, and other specialized staff working with him for more than two years.

13.5

Contractor shall furnish month-wise deployment plan of manpower.

13.6

Contractor should submit all relevant documents as being mentioned in the Check List. Bidder must visit BHEL Web site(www.bhel.com) for NIT and submit the relevant documents as mentioned there.

SECTION-14

SPECIAL CONDITIONS OF CONTRACT

14.0 Insurance

14.1

Contractor shall obtain necessary insurance cover for the staff, labourers, Tools & Plants, Construction Machineries and all other properties belonging to him. Copy of the Workmen Compensation policy shall be submitted to BHEL for record before start of work.

14.2

BHEL will obtain a Marine and Erection All Risk (combined called MCE) insurance cover for the power project. This will cover the construction materials and the constructed work under the scope of this Tender Specification. It may be noted that minimum compulsory excess (Deductible Franchise) as applicable for Storage and Erection as per regulatory authority's (TAC) guidelines shall be applicable for this EAR policy. It shall be the responsibility of the contractor to absorb the cost of replacement of any loss or damage in storage and/or construction to the extent disallowed by the insurance company either due to summary rejection of the claim or on account of compulsory excess (DF).

14.3

In case of theft / damage / loss of materials, poor storage facility of materials like cement & any other project related materials vulnerable to external environment like rain etc. due to negligence or failure attributable to the contractor, the expenses incurred on account of repair/ replacement of such components in excess of the amount realized from the underwriters shall be recovered from the contractor limited to Normal Deductible Franchise (DF) / Excess as per applicable Insurance (TAC) tariff guidelines.

However, in case such insurance claim is summarily rejected by the underwriters due to **wilful** damage/loss on the part of the contractor, the total cost of repair/ replacement shall be recovered from the contractor.

14.4 Insurance by the contractor and indemnification of BHEL

BHEL have taken a third party liability insurance, indicating in the proposal for such insurance that sub-contractors will be taking part in the erection work detailed in this tender. However, the tenderer has to bear any expenses/ consequences over and above the amount that may be reimbursed to BHEL by such coverage of third party liability insurance taken by BHEL.

Such additional liability will be to cover and indemnify BHEL and its customer of all liabilities which may come up and cause harm/damage to other contractors/customer/BHEL properties/personnel or all or anybody rendering service to BHEL/customer or is connected with BHEL/customer's work in any manner whatsoever. The tenderer's specific attention is also invited to clause 2.10 of General conditions of contract.

SECTION-15

SPECIAL CONDITIONS OF CONTRACT

15.0 Earnest Money Deposit (EMD) & Security Deposit (SD)

15.1 Earnest Money Deposit:

15.1.1 Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The Earnest Money Deposit shall be Rs. 2,00,000/- (Rupees two lakhs).

One time EMD will be Rs. 2 lakhs.

EMD is to be collected in cash (as permissible under Income Tax Act), Pay order or Demand Draft only.

15.1.2 EMD by the Tenderer will be forfeited as per Tender Documents if,

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer 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.

15.1.3 EMD shall not carry any interest.

15.2 Security Deposit

15.2.1 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Value of Work	Rate of EMD
Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

The Security Deposit shall be collected before start of the work by the contractor.

15.2.2 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- i) 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).

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.

- ii) 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.
- iv) 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 furnished in the form of BG or DD by the Contractor before start of the work and the balance 50% may be recovered from the running bills. **(Bank Guarantee for security deposit should be valid for completion date plus six month claim period)**
- iii) EMD of the successful tenderer may be converted and adjusted against the security deposit or specific request by the contractor.
- iv) The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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.

15.2.3 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

APPENDIX- I

MONTHWISE MANPOWER DEPLOYMENT PLAN (CATEGORYWISE NUMBERS TO BE INDICATED FOR EACH MONTH)

SL. NO.	CATEGORY							22M O N T H S				
	1	2	3	4	5	6	7	8	9	10-----22TH		
01	RESIDENT ENGINEER											
02	ENGINEER											
03	SUPERVISORS											
04	MATERIALS MANAGEMENT SUPERVISORS											
05	WELDERS											
06	PLUMBERS											
07	CARPENTERS											
08	BAR BENDERS											
09	TRUCK/TRAILER DRIVERS/ CONCRETE MIXER OPERATORS											
10	STORE KEEPERS											
11	ELECTRICIANS											
12	HELPERS/SEMISKILLED WORKERS											
13	MASONS											
MONTHWISE TOTAL												

SIGNATURE OF THE TENDERER

DATE:

APPENDIX-II

ANALYSIS OF UNIT RATE QUOTED

SL. NO.	DESCRIPTION	% OF UNIT RATE QUOTED	REMARKS (IF ANY)
01	SITE FACILITIES VIZ., ELECTRICITY, WATER, WORKSHOP AND OTHER INFRASTRUCTURE		
02	CEMENT, STEEL, STRUCTURES, AND ALL MATERIALS		
03	SALARY & WAGES		
04	CONSUMABLES		
05	DEPRECIATION & MAINTENANCE FOR T&P AND OTHER ITEMS		
06	ESTABLISHMENT & ADMINISTRATION EXPENSES OF SITE		
07	RETRENCHMENT BENEFIT		
08	OVERHEADS		
09	PROFIT		

DATE:

SIGNATURE OF THE TENDERER

APPENDIX- III

LIST OF TOOLS AND PLANTS TO BE DEPLOYED FOR CIVIL & STR. WORKS:

A) T &Ps FOR STRUCTURAL WORKS

SL	Major T&P items	Qty
1.	40/45 T Crawler crane	01Nos.
2.	18 T Crawler crane	01Nos..
3.	Hydra (8 / 10 T Cap.)	02Nos.
4.	Radial drill machine	01Nos..
5.	Pillar drill m/c	01Nos.
6.	Drill M/C NW 10	08Nos.
7.	Submerged Arch Welding machine	01nos.
8.	MIG welding machine	06Nos.
9.	Welding Rectifier	06Nos.
10.	Welding m/c	08Nos.
11.	GRINDING MACHINE	10Nos.
12.	Pug cutting m/c	10Nos.
13.	Power Driven HSFG bolt tightening m/c	01Nos.
14.	HAND CUTTING SET	10Nos
15.	PLASAMA CUTTING M/C	02Nos.
16.	HYDRAULIC JACK OF DIFFERENT CAPACITY	10Nos.
17.	STATIONERY OVEN	10Nos.
18.	PORTABLE OVEN	20Nos.
19.	Chain pulley of different capacity	10Nos.
20.	Max puller	10Nos.
21.	ELECTRIC WINCH OF DIFFERENT CAPACITY	04Nos.
22.	DG SET OF 250KVA	01Nos.
23.	HAND WINCH 5T CAP.	04Nos.
24.	SCREW JACK	04Nos.
25.	15T/20T TRACTOR & TRAILOR	02Nos.
26.	AIR COMPRESSOR OF REQD CAPACITY FOR GRIT BLASTING	01Nos.
27.	Radiography sources	01Nos.
	(B) T & Ps FOR CIVIL WORKS	
01	Automatic Batching Plant (30 Cum/Hr)	01Nos..
02	Mini batching plant immediate required for PCC & RCC works	02Nos.
03	Transit mixer	04Nos.
04	Concrete Pump (30 Cum/Hr min capacity & lift 70M)	01Nos.
05	Air Compressor	01Nos.
06	Self priming Dewatering pump 5 HP (Diesel/Electric)	02Nos.
07	Submersible Dewatering pump 5 HP	02Nos..
08	Submersible Dewatering pump 10HP	02Nos.
09	Self priming Dewatering pump 10 HP	02Nos.

10	Self priming Dewatering pump 2 HP	04Nos.
11	Sludge Pump – Submersible	02Nos.
12	Dewatering pump – 40 HP – with delivery pipes.	02Nos.
13	Curing / dewatering pump – 1.5 / 2 HP	03Nos.
14	Hydraulic Excavator /Poclain	01Nos.
15	JCB	01Nos.
17	Ply Shuttering board with adequate supporting structure – 2500 Sqm. (Old steel shuttering plates will not be allowed).	As per requirement.
18	Ply shuttering board with adequate supporting arrangement – another 1500 Sqm. (Old steel shuttering plates will not be allowed).	As per requirement
19	Dumper	04Nos.
20	Reinforcement bending machine	01Nos.
21	Reinforcement cutting machine	01Nos.
22	RM MS scaffolding pipe	10000RM
23	. Power driven earth rammer	01Nos.
24	a) Compression testing machine (200 T cap.)	01Nos..
	b) Other civil lab equipment	As per site requirement
25	Total Station	01Nos.
26.	Auto level & staff	01Nos.
27.	Concrete Cube Moulds	72Nos.
28.	02 Nos. Trailors/Tractor	02Nos.
29.	Road Roller	01Nos.

Note :- Any other T&Ps required for completion of work in totality may be arranged by the successful bidder without any financial burden to BHEL within their quoted rate.

Appendix -IV

Civil Laboratory: The Contractor should establish their own civil laboratory and the laboratory should be equipped with following equipments.

Sr.no.	Description of equipment	QTY	Remarks
01	Cube Testing Machine	02Nos.	
02	Cube moulds (15cm)	30Nos.	
03	Sieve sets for Coarse & fine aggregates		As required per relevant IS code.
04	Electrical oven	01Set	
05	Measuring jars for various capacity		As required
06	Weights		As required
07	Physical balance	01Nos.	
08	Slump Testing Cone	02Nos.	
09	Welding bend test machine	01Nos.	

10	Cement testing equipment	01 set	
11	Ultrasonic machine	01Nos.	
12	Proctor Density test equipment	01Nos.	
13	Impact test, Crushing strength & Absorption test machine, flaky index testing equipment for coarse aggregate.	Each 01 nos.	
14	Other misc. items/equipments.		

APPENDIX-V

DETAILS OF CURRENT COMMITMENTS

Sr. No	Description of work	W.O. No. & date	Contract Value	Schedule date of Completion	Act. Date of completion	Status	Remark

Please attach separate sheet if required.

APPENDIX-VI

DETAILS OF SIMILAR WORK DONE DURING THE LAST SEVEN YEARS

SL. NO.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIPTION OF WORK	VALUE OF CONTRACT	DATE OF AWARD OF WORK	DATE OF COMMENCEMENT OF WORK	ACTUAL COMPLETION TIME (MONTHS)	DATE OF ACTUAL COMPLETION OF WORK	REMARKS
1								
2								
3								
4								
5								
6								
7								
8								
9								

BIDDERS SHALL ENCLOSE COPIES OF DETAILED WORK ORDER (GIVING BILL OF QUANTITIES AND SCOPE OF WORK) AND COMPLETION CERTIFICATE IN SUPPORT OF THIS STATEMENT.

DATE

SIGNATURE OF TENDERER WITH SEAL

APPENDIX– VII

FORMAT FOR DEPLOYMENT PLAN FOR MAJOR TOOLS AND PLANTS FOR CIVIL & STRUCTURAL EQUIPMENTS AS GIVEN IN APPENDIX-IV
*** USE ADDITIONAL SHEETS TO COVER THE TOTAL CONTRACT PERIOD**

SN	DESCRIPTION T&P	QUANTITY OF DEPLOYMENT IN THE MONTH										
		1	2	3	4	5	6	7	8	9	10	SO ON *
01												
02												
03												
04												
05												
06												
07												
08												
09												
10												

APPENDIX – VIII

FORMAT FOR ESTABLISHMENT OF CIVIL LABORATORY AS GIVEN IN APPENDIX-V

*** USE ADDITIONAL SHEETS TO COVER THE TOTAL CONTRACT PERIOD**

SN	DESCRIPTION T&P	QUANTITY OF DEPLOYMENT IN THE MONTH										
		1	2	3	4	5	6	7	8	9	10	SO ON *
01												
02												
03												
04												
05												
06												
07												
08												
09												
10												