

## TENDER SPECIFICATION

**TENDER NO. BHEL: NR(SCT): DADRI:TPT:382**

**FOR**

**Unloading, Verification, Stacking, Preservation etc. of plant material of 2 x 490 MW units, (UNITS 5 & 6) at Dadri National capital Power Project (NCP) at DADRI, Distt.Gautam Budh Nagar, U. P.**

### **PART I – TECHNICAL BID**



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



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

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

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**IMPORTANT NOTE**

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----  
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### **TENDER NOTICE**

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Unloading, Verification, Stacking, Preservation etc. of plant material of 2 x 490 MW units, (UNITS 5 & 6) at Dadri National capital Power Project (NCPP) at DADRI, Distt.Gautam Budh Nagar, U. P.”

### **TENDER NO. BHEL: NR(SCT): DADRI:TPT:382**

#### **QUALIFYING REQUIREMENTS:**

1. Tenderers who wish to participate should have carried out, during last five years as on 31.12.2006,
  - 1.1 One single work of similar nature in power plant / industrial unit of around Rs. 100 lacs.  
‘OR’
  - 1.2 Two works of similar nature in power plant / industrial unit of around Rs. 80 lacs each.  
‘OR’
  - 1.3 Three works of similar nature in power plant / industrial unit of around Rs. 60 lacs each  
‘AND’
2. Party should also have an average annual financial turnover of minimum of Rupees 116 lacs during last three years (03-04, 04-05 and 05-06)”.  
‘AND’
3. Bidders selection is subject to approval of the BHEL’s Customer.

#### **NOTES:**

- (i) The Tender Documents comprise of following;
  - (a) General Conditions of Contract
  - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
  - (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from

the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer

- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 31.01.2007** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iii) Tenders must be submitted to the undersigned **latest by 31.01.2007** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 31.01.2007.**
- (iv) Earnest Money Deposit (EMD) : Refundable, Non-interest bearing **EMD of Rs 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (v) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.
- (x) **Unsolicited rebate / discount shall not be accepted after bid opening.**

**AGM/SCP**



ISO 9001-2000, ISO 14001  
and OHSAS 18001 certified  
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**DOMESTIC NOTICE INVITING TENDER**

**LAST DATE OF SALE : 31.01.2007**  
**DATE OF OPENING : 31.01.2007**

**NIT NO. / NAME OF WORK**

**TENDER NO. BHEL: NR(SCT): DADRI:TPT:382**

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**NOTES**

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at [www.bhel.com](http://www.bhel.com) for details of NIT including Qualifying Requirements.

**AGM/SCP**

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)  
**Power Sector – Northren Region,**

**PROCEDURE FOR SUBMISSION OF SEALED TENDERS:**

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

**TECHNICAL BID (COVER-I)**

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

**PRICE BID (COVER-II)**

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

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

SECTION - III

**SPECIAL CONDITIONS OF CONTRACT**

Clause No.	Title
34.0	Preamble & General Scope of Works
35.0	TOOLS AND PLANTS
36.0	Labour & Supervisory Staff
37.0	Facilities to be provided by BHEL/ Contractor
38.0	Time Schedule
39.0	Price Variation
40.0	Income Tax, Sales Tax & Octroi Charges
41.0	Terms of payment
42.0	Rate Schedule
43.0	Instructions to Tenderer
44.0	Performance Guarantee
45.0	Others

**SECTION: III****SPECIAL CONDITIONS****34.0****PREAMBLE****34.1**

BHEL has been awarded the work of Design, Manufacture, supply, installation, erection & commissioning of 2 x 490 MW units , UNITS 5 &6) at Dadri National capital Power Project (NCP) at DADRI, Distt.Gautam Budh Nagar, UP by NTPC Limited. The equipment consists of boiler, Electro-static precipitator, fans, milling systems, steam turbines, generators, boilers feed pumps, piping alongwith the associated auxiliaries, CW Pumps and Accessories, Electrical System Equipment, Cables and Cable support System, Control and Instrumentation System Equipments. These materials will be supplied from our manufacturing units located all over the country as well as our vendors located both in the country and abroad. The scope of work under this tender consists of taking delivery of the materials from Railways, transporters, unloading shifting to their designated locations, verification & stacking and issue for erection. The delivery of these materials will mostly be inside the project campus at the railway private siding or by road transport. However, delivery of some items may also have to be taken from godowns of transporters and railways.

The project has 4x 210 MW thermal sets and a combined cycle gas plant consisting of 2 modules of 408.5 MW each already in operation.

On the part of BHEL it has to create its own storage and office facility at site. NTPC has given the open land for development of infrastructure at site and BHEL shall have to develop it for construction of closed and open storage yard & office complex.

The project is situated at Dadri in PO Vidyut Nagar in District Gautam Budh Nagar in UP state. and is located about 30 Kms from Ghaziabad and is about 60 Kms from Delhi.

The scope of work of this tender specification for material handling and materials management for stage-II, 2 x 490 MW Units at NTPC DADRI Thermal Power Plant shall broadly be as under:

- Operation and maintenance of area lighting in and around storage yard and sheds.
- Receipt of materials dispatched by rail at the railway siding located inside Project, unloading from railway wagons, loading in trucks/ trailers for local transport, local transport to BHEL / NTPC storage yard within the project premises, unloading at BHEL/NTPC yard.

Unloading of heavier consignments directly from special railway wagons by jack and sleeper method, or by suitable crane, including necessary backfilling and consolidation of the unloading area and attendant work.

- Receipt of material dispatched by road transport on door delivery basis at the BHEL/NTPC storage yard inside project and unloading thereof.
- Collection of materials dispatched by road transport on godown delivery basis from transporters' godowns located at Ghaziabad /UP border and , loading at transporters godown, local transport up to BHEL/ NTPC storage yard inside Project and unloading thereof.
- Preliminary verification of materials at the time of unloading from railway wagons and/or road transport vehicle or while receiving consignments from transporters godown – as the case may be, reporting discrepancies like damages and storages noticed.
- Detailed verification of materials within 7 days with reference to packing list and loading advice slip after unpacking of boxes & crates; repacking after detailed verification; preparation of receipt inspection reports.
- Stacking and storing at BHEL/NTPC storage yard or covered stores or semi-closed sheds, submission of stacking/storing records.
- Preservation of the materials received inside the project premises in accordance with BHEL's preservation manual or as per BHEL's instructions.

General cleaning, grass cutting and upkeep of storage yard, covered and semi-closed stores sheds.

- Providing services for materials management (operation of computerized materials management system – feeding data, updation, generation of status reports etc.)
- Issue of materials for erection including handling if any.
- Re-handling & Re-stacking of materials as when called for by BHEL. This also includes excess/redundant materials returned to stores by other agencies.
- Handling & loading of outgoing materials that are sent to other destinations.
- Manpower for BHEL

SCOPE OF WORK IS FURTHER DETAILED IN VARIOUS CLAUSES  
HEREAFTER.

**34.1.2**

For materials coming by rail, the contractor is responsible for shifting of the rakes from the Railway exchange point to the Plant siding and back to the exchange point after unloading. For this the Loco of the Customer will be provided as a chargeable issue, but the contractor has to ensure that the same is optimally used. Any charges arising out of time and resource mismanagement will be attributable to the contractor and recovered from him.

Contractor has to provide, install and maintain as per Annexure – III, **2 nos Manual operated overhead traveling crane** of 3 MT capacity inside the closed storage shed, in which long travel & cross travel are manually operated and hoisting is also manually operated, approximate 15 Meters span & working height of 5.5 Meters. Before installation the actual dimensions from stores are to be verified. These are to be taken back after completion of work.

34.1.3	<p><b>i MAJOR PACKAGES TO BE HANDLED ARE AS UNDER:</b></p> <ul style="list-style-type: none"> <li>• Boiler and its auxiliaries including ESP package.</li> <li>• Turbine, turbo-generator and their auxiliaries (Generator stator excluded from the scope).</li> <li>• Boiler controls &amp; instrumentation and accessories.</li> <li>• TG controls and instrumentation and accessories.</li> <li>• C&amp;I package</li> <li>• Generator protection relay panels and auxiliaries.</li> <li>• CW System package.</li> <li>• Bus Duct and auxiliaries package</li> <li>• Power cycle and TG cycle piping, tanks, vessels etc.</li> <li>• Thermal insulation package</li> <li>• Other BHEL supplied (Manufactured /Bought out items) packages.</li> <li>• Construction &amp; Testing equipments of BHEL (Excepting High Capacity cranes sent in dismantled condition) and other items received from other sites/locations.</li> <li>• Oil. gases, chemicals etc</li> </ul> <p>Delivery of equipments/items will be mostly inside the project premises at the railway siding or by road transport. However delivery of some items may also have to be taken from godowns of transporters and railways.</p> <p>Further details of above packages, are furnished in Annexures enclosed with this tender specification.</p> <p>ii The intent of specification is to provide material handling and materials management services according to the most modern and proven techniques and codes. The omission of specific reference to any method, equipment or materials necessary for proper and efficient unloading, transportation, verification, stacking &amp; preservation etc shall not relieve the contractor of the responsibility of providing such facilities to complete the work without any extra compensation.</p> <p>iii The work shall be executed under usual conditions affecting major thermal power projects in an existing power plant and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with personnel of customer's contractor, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.</p> <p>iv All the work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor.</p> <p>v The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.</p> <p>vi All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously.</p> <p>vii All cranes, transport equipments, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables (excluding those indicated as BHEL scope), etc. required for this scope of work shall be provided by the contractor.</p> <p>viii All expenditure including taxes and incidents in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere here. The contractor's quoted rates shall include of all such contingencies.. The contractor's quoted rates shall include of all such contingencies. In this connection refer relevant clause of general conditions of contract.</p>
34.2	<p>The contractor is to use his own equipment like suitable cranes / trucks / tractor trailers and other material handling equipment including all necessary small / major T&amp;Ps required for the same for the above work for 2x490MW units at NTPC Dadri NCTPP.</p>

34.3

Approx. weight to be handled **as indicated in Annexure-I** is of the order of **93,000 MT**. Most of these material required for erection shall be made available at site well in time for which the contractor shall be required to carry out proper handling, verification, storage and issue as per the scope mentioned in this NIT. However depending on site requirements, some of delayed items may need to be delivered directly at site, which may got be done by BHEL through its respective erection agency. In such cases where material is received, unloaded and verified by erection agency, the contractor (Material Handling Contractor) will not be eligible for any payment for such works. Besides above, BHEL entirely at its discretion (including cases where the contractor is not able to mobilize adequately), may arrange unloading / handling of items like Boiler drum, Generator, LP Rotors, Feed storage tank, boiler panels, headers, windbox etc and any other materials through its other contractors. The contractor (Material Handling Contractor) in such cases will not be eligible for any payment.

After the stacking/verification, the materials may need to be restacked / shifted within the storage yard as per the instructions of the Engineer. **The contractor will have to carry out the instructions of the Engineer and will be paid as per item No 4 of the Rate Schedule.**

Quantities mentioned in the rate schedules are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity. **However, in case of over all variation in final executed value (w.r.t the awarded value indicated in the LOI) beyond (minus) 30% i.e in case of reduction in executed value w.r.t awarded value, the contractor will be eligible for compensation as per the following provision;**

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

Tenderers are required to take above into account while quoting the unit rates quoted as per Rate Schedule so as to take care of such variation during execution stage.

34.4	<p>The contractor under this contract shall also provide free of cost exclusive to BHEL, services of</p> <ul style="list-style-type: none"> <li>• Qualified <b>graduate civil engineer</b> experienced in handling civil infra structural works of minimum value of Rs 50 lakhs for total <b>9 man months</b></li> <li>• Qualified computer operators (minimum 'O' level qualified) capable of operating the material management software package / other packages available at site or for office work for total 40 man months,</li> <li>• Qualified workers for maintaining store record and posting stock ledgers for a total 120 man months</li> <li>• Skilled workers for working in store, colony and in maintenance of office for a total 160 man months and</li> <li>• Unskilled workers for working in store, colony &amp; office for a total 120 man months.</li> </ul> <p>Persons so deployed shall have to work in extended hours whenever required. Workmen provided as per the above provisions shall be fully trained and experienced in the nature of work for which they are deployed.</p> <p><b><i>In case contractor fails to provide the above mentioned services, BHEL shall have the right to hire these services from other agencies at the risk and cost of the contractor along with overheads. In case these services are not utilized for any reason whatsoever, fully or partly, recovery at the rate of the prevailing minimum wages at Dadri for the categories and @ Rs 10000 per month for engineer given plus 10% will be made from the final bill of the contractor.</i></b></p>
34.5	Annexure-I give the general idea for tenderers information about the weights and dimensions of some major components / equipment. The weights and dimensions shown are approximate and are liable to vary. No increase in quoted / accepted rates /prices shall be allowed due to change in weights and dimensions of the equipment / materials.
34.6	<b>GENERATOR STATOR (NOT APPLICABLE)</b>
34.7	<b>BOILER DRUM (NOT APPLICABLE)</b>
34.8	<b>(NOT APPLICABLE)</b>
34.9	Some consignments mainly smalls / parcels may also be received at Ghaziabad through rail or road. The contractor shall have to handle such consignments also as per rates quoted / accepted.
34.10	BHEL will provide free of cost all necessary preservatives, paints, thinners, rust preventives, grease, lubricants and end caps to contractor for preservation of components All tools & tackles and other consumables required for preservation of components including supervision shall however be provided by contractor at his own cost. Preservation of components includes applying preservatives, paints, rust preventives, greasing of threaded portions, fixing of end caps in position for pressure parts, repainting of work order / DU numbers, component codes, space heaters to prevent ingress of moisture in electrical equipment , measurement and recording of IR values etc. After preservation wherever necessary, components will be

	stacked properly as per original stacking for which no additional payment shall be made.
<b>34.11</b>	It will be responsibility of the contractor to keep in touch with Railway Authorities, M/s NTPC and BHEL at site to find out the arrival of consignments, placement of wagons at NTPC siding and release of wagons after unloading. The contractor shall be responsible for maintaining the joint document providing exact date and time of placement of wagons at siding and release of wagons (with date and time) after unloading. Any loss incurred due to above reasons shall be attributable to contractor and will be recovered from his bills.
<b>34.12</b>	While monitoring the arrival of wagons at NTPC railway siding, contractor should keep in touch with railway authorities so as to have advance information of arrival of wagons. It is therefore, essential to regularly keep in touch with railway authorities at Ghaziabad. The time of placement of wagons by Railways, unloading, release of empty wagons and handing over to railway authorities should be completed within the total free time available. Any demurrage incurred in not maintaining the schedules and completing the above operations within the total free time made available by railways has to be borne by contractor. It may be noted that free time shall start when the railways, at their exchange yard, have placed the wagons. The handing over of the wagons shall be reckoned when they are returned to the exchange yard.
<b>34.13</b>	It shall be the responsibility of the contractor to keep in touch with Engineer at site and find out arrival of rail / road consignments. The Contractor shall collect all the Railway receipts, parcel way bills / lorry waybills from BHEL site office either personally or through an authorized representative. The contractor or his authorized representative shall, for the purpose, visit the said office every day and collect available GR, RR, LWB, and PWB etc. While collecting the GR, RR, LWB, PWB, contractor or his authorized representative will sign the register maintained for the purpose indicating date and time of collection. The contractor shall keep in touch with Railway authorities, carriers and arrange to effect delivery of consignments immediately on their receipts. Delay may cause deterioration of goods apart from attracting demurrage charges. Contractor shall also maintain a register indicating date of RR, LWB, PWB, date of collection of the materials from Railways, road transport agencies / lorries and date of stacking them at storage yard of BHEL.
<b>34.14</b>	The Contractor is required to find out and follow up regularly with Railway authorities / carriers, regarding arrival of consignments even prior to the receipt of Railway Receipts / GR, if any, and take delivery of the same on 'INDEMNITY BOND'. Indemnity Bonds would be executed by BHEL / Customer, when intimation regarding arrival of consignment is furnished by the Contractor.
<b>34.15</b>	It is possible that in certain cases, dispatch documents may not be received in time but BHEL may receive Photostat copies of the same. It is, therefore, the responsibility of the contractor to collect these Photostat copies while obtaining indemnity bond from BHEL authorities at site.

<b>34.16</b>	Payment of all demurrage / wharfages that are due to contractor's fault, would be the responsibility of contractor and to his account. If BHEL has to make payment of demurrage / wharfages along with freight, the amount so paid as demurrage / wharfages, for the reasons stated above, shall be paid by the contractor forthwith or would be recovered from bills of the contractor.
<b>34.17</b>	In any case contractor will pursue with concerned Railway / Carrier authorities at all level (local/HQ etc.) for waiver / reduction to the minimum of such demurrage/ wharfages charges. Whenever such demurrages/ wharfages become payable due to reasons not attributable to contractor, contractor will immediately bring it to the notice of BHEL with specific request to bear such charges. The decision of the Engineer in such case will be final and binding on the contractor.
<b>34.18</b>	The contractor has to ensure the unloading and removal of materials from Railway siding / unloading places within the permitted time. He has to ensure that the area is kept free and avoid jamming. Any loss to BHEL on this account shall be recovered from the contractor.
<b>34.19</b>	The materials unloaded at the NTPC siding shall be shifted to project stores / storage yard and properly stacked immediately. The NTPC siding shall be kept free from accommodating next consignment. If the same is not followed, any demurrage charge and / or other losses are incurred, the same will have to be borne by the contractor. It is specifically brought to the notice of contractor that the space available near unloading yard at NTPCS siding is limited and speedy clearance and removal of materials has to be ensured to avoid any congestion.
<b>34.20</b>	Any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers / Railways after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such accounts is recoverable from the contractor.
<b>34.21</b>	In case of apparent damages / shortages in consignments / packing noticed by the contractor, such cases shall be brought to the notice of BHEL and cleared only with their consent/approval.
<b>34.22</b>	It would be responsibility of the contractor to examine the packages, consignments, etc. on arrival and bring to the notice of carriers and BHEL Authorities regarding loss / damages, if any, observed in the consignments proposed to be taken delivery of. Before taking delivery, particularly of consignments in 'smalls', the weight of the package shall be checked with the invoiced weight / contents of the packages and any discrepancy shall be reported immediately to BHEL / carriers. In all the cases of loss / damages the contractor will take open delivery from the carriers. They shall forward such Open Delivery Certificates (ODC) to the Engineer within 15 days of retiring such consignments. All expenses connected therewith shall be to the account of contractor. BHEL reserves right to claim losses, if any, accrued to BHEL in the event of contractor's non-compliance to above.
<b>34.23</b>	If cases / packages arrive short or in a damaged condition or show even the slightest sign of having been tampered with, open delivery should be insisted upon and a shortage / damage certificate or a certified extract from the open

	delivery book of the railways obtained. Should the railways refuse to grant open delivery, the goods should at least be got checked, weighed against weight given in the RR before taking delivery. If the Railways refuse to check the weight / contents, delivery shall be taken giving qualified acceptance to Railways and under written protest, under intimation to BHEL authorities at site and also prepare a detailed punchnama before affecting delivery. Protest should also be lodged to the Railways, before lifting the consignments.
<b>34.24</b>	In case of short delivery and non-delivery, immediate notice of loss shall be filed with the Railways / carriers at places of dispatch and destination as also at any intermediate station, if it is a different one, under intimation to BHEL authorities at site.
<b>34.25</b>	BHEL reserves the right to recover from the contractor any loss which arises out of undue delay / discrepancy / shortage / damage or any other cause during transit between the Railway Station / Railway sidings Road / carriers godowns / weigh bridges and BHEL storage yards / store sheds / project site or during stacking, when the custody of the equipment is with the contractor.
<b>34.26</b>	Unloading from Wagons / lorries, transportation, unloading at storage area / work site stacking and re-stacking of heavy sophisticated equipment like boiler drums, water wall panels, heavy motors, heavy bearings, generators, transformers, rotors electrical panels turbine components, pumps, panels etc. shall be done in the presence of or as per the directions of BHEL representative.
<b>34.27</b>	Certain packages are likely to be received by BHEL by passenger trains. The relevant parcel waybills will also be handed over to the contractor for clearing the same from the Railway Parcel Office. It is the responsibility of the contractor to clear the same at the Railway Station, transport and hand over to BHEL authorities at site, under the scope of this contract. Consignments received by road shall also be handled in similar manner as above. All the tender provisions indicated in the tender should be applicable in these cases also.
<b>34.28</b>	Since, the Railway wagons / trucks / trailers are expected to arrive during any time of the day / night, <b>the contractor shall have his workmen round the clock at site as well as other places as required to unload the materials.</b>
<b>34.29</b>	Wagons / Consignments coming on Sundays and Holidays are also required to be handled by the contractor promptly. It will be the responsibility of the contractor to contact the site Engineer / his authorized representative of BHEL at their residence, if required, and obtain instructions to make suitable arrangements.
<b>34.30</b>	The detention charges, if any, in the event of delay in unloading from the carrier, will be to contractor's account.
<b>34.31</b>	It shall be the responsibility of the contractor, to provide all necessary facilities to open the packages, in the presence of the Engineer, verifying their contents, re-packing wherever and whenever necessary, properly stacking them as may be directed by the Engineer. These works should be so done so as to facilitate proper handling, periodical verification of materials, receipt position, stock taking etc. The contractor shall have experienced

	persons at site who can maintain the records of dispatch / receipt/ stacking / verification / shortage / damage / missing items etc. The verification of materials shall be carried out within fifteen days and report shall be submitted as a documentary proof.
<b>34.32</b>	All materials shall be stored at least 6" above ground level by use of concrete / wooden sleepers or on steel frames. No material shall be left to remain on ground at any time. Materials shall not be stacked in low-lying areas, where they are likely to get flooded during rains. <b>Adequate quantity of Wooden sleepers / concrete sleeper blocks/ Steel frames shall be arranged by contractor</b> and tarpaulins for this purpose wherever deemed necessary shall be issued by BHEL free of charges. However these items shall be stacked / stored properly at a location(s) specified by BHEL when not in use. The contractor is expected to use these most judiciously. In case it is observed that the contractor is not utilizing these optimally, he could be asked to restack the same at his cost.
<b>34.33</b>	<p>It is possible that certain heavy items / consignments will require fabrication of a suitable shed over it. These sheds will be covered with suitable sheets or tarpaulin. The contractor will be required to fabricate such sheds. All materials required for this will be provided by BHEL. However all expenses towards manpower, T &amp; P, consumables etc will be borne by the contractor. After the completion of the work the contractor will dismantle the same and return these materials back to the stores. The contractor will be paid on tonnage basis (@Rs3000 per MT) for such works. 75% payment shall be made after completion of fabrication and balance 25% on dismantling and return of materials as per instructions of BHEL Engineer.</p> <p><b>NO ADDITIONAL PAYMENT SHALL BE MADE IN CASE THE STRUCTURE IS FABRICATED OF SCAFFOLDING PIPES, CLAMPS &amp; GI SHEETS. IN SUCH CASES THE MATERIAL SHALL BE ISSUED BY BHEL FREE OF CHARGE TO THE CONTRACTOR. HE SHALL ENSURE THAT THE SAME ARE RETURNED TO THE STORE AFTER THE EQUIPMENT HAS BEEN ISSUED.</b></p>
<b>34.34</b>	The material / equipment requiring indoor storage will be handled and stacked inside the storage shed (provided by BHEL) by the contractor using own material handling equipment like Hydra crane, Fork Lift, overhead crane etc.
<b>34.35</b>	For checking / verification of the components / packages with packing slips GR/ LWB/ PWB / RR etc., sufficient experienced persons and other facilities shall be provided by the contractor as and when required by the Engineer.
<b>34.36</b>	<p>Stacking of the material shall be done as per the instructions and to the satisfaction of the Engineer. The materials shall be so stacked that the same should facilitate easy handling. In the event of any improper stacking BHEL may ask the contractor to re-stack the material properly or failing which BHEL may get the job done by any other agency at the risk and cost of the Contractor.</p> <p>Over a period of time, restacking/rearranging of materials stacked/arranged earlier may arise due to various reasons, the handling of such items will also be in the scope of this contract. The restacking/rehandling may be necessitated for any equipment/materials covered in this specification. Contractor shall carry out the same including proper inscription of identification marks if needed, preparation of list of items</p>

	restacked/rearranged, updating stock records about change in location etc. Restacking/rearranging shall be applicable for materials returned by BHEL erection contractors also.
<b>34.37</b>	The contractor shall execute the work in the most substantial and workman like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse / negligence shall have to be made good by the contractor.
<b>34.38</b>	In case contractor is not able to unload, transport, stack the material at a pre-determined area, as per direction of the Engineer for any reason whatsoever (including non-availability of crane, tractor trailer and other T&P etc.), BHEL shall be at liberty to get the work done by engaging other agency / equipment / T&P etc. at the risk and cost of the contractor.
<b>34.39</b>	If the contractor or his workmen shall break, deface injure or destroy any part of a building, road, kerb, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc. the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen/agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the contractor or from his security deposit or any other money due.
<b>34.40</b>	<p>It shall be the responsibility of the contractor to keep the storage areas (closed / semi-closed / open) in neat and tidy conditions. Any vegetation like grass, bushes, Sarkandas etc. shall be cut periodically in open storage area &amp; removed as per requirement &amp; instructions of BHEL Engineer within the contractual value. All surplus / unusable packing materials shall be removed and deposited at location(s) specified by BHEL within the project premises (including weighing of the same within the project premises if required).</p> <p><b><i>In case contractor fails to provide the above mentioned services, BHEL shall have the right to hire these services from other agencies at the risk and cost of the contractor along with overheads.</i></b></p>
<b>34.41</b>	<p>Normally the consignments from BHEL's' manufacturing units / their sub-suppliers are sent on freight paid basis. In case any consignment is received at any place on freight to pay basis, it will be the responsibility of the contractor to pay the freight and take delivery of such consignments. The amount of freight paid by the contractor at any point of time in such cases will be limited to Rs. 5,000/-. However, the freight paid by the Contractor will be reimbursed by BHEL within a week's time on production of relevant receipts.</p> <p>In case of freight amounts exceeds Rs. 5,000/- contractor may request BHEL well in time to issue cheque /draft for such amounts in favour of carriers towards freight charges.</p> <p>Delay in issuance of cheque / drafts as above shall not in any case be taken as a cause of delay in taking delivery of consignment resulting in wharfages / demurrage leviable by carriers.</p>

	Receipt of payment and proof of taking delivery of consignment shall be submitted to BHEL by the contractor.
<b>34.42</b>	Normally the wagons / consignments are expected to be received at NTPC siding inside the Powerhouse. But in case any consignment is booked to any other place in and around Dadri, it will be the responsibility of the contractor, if necessary and desired by BHEL, to rebook to NTPC siding or takes delivery as desired by BHEL Engineer. The reimbursement of freight paid, as envisaged in clause 34.41 will be made to the contractor.
<b>34.43</b>	In case some materials are required to be dispatched from NTPC DADRI site to manufacturing units, other sites or any other place, the contractor may be asked by the Engineer to get the same packed, transport it to nearest Railway Station / Carrier's godowns and get the same booked. The contractors are therefore, requested to quote their rate for this work in Rate schedule. In case of material is required to be booked as freight paid, the freight for the consignment limited to Rs.5,000/- shall be paid by the contractor. However, it shall be reimbursed by BHEL on submission of receipt within a week's time. The funds for freight charges exceeding Rs. 5,000/- shall be arranged by BHEL. Packing material required shall be provided by BHEL free of cost.
<b>34.44</b>	In case of consignments to be dispatched on full truck / trailer load basis, where the carriers will place their fleet inside the plant for loading, the contractor may be asked to collect them from different locations of store sheds/yard and load by using his crane and labour. Tenderers are required to quote rates for the work in rate schedule.
<b>34.45</b>	<p>For any exigencies during execution of the contract, the contractor shall have to depute his personnel for collection/delivery of any material meant for site from/to out station if desired and instructed by the Engineer. The contractor will however be reimbursed expenses incurred for such work for person deputed, as below:-</p> <ul style="list-style-type: none"> <li>• Second class train fare with reservation / supplementary charges/bus fare subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.</li> <li>• Local conveyance charges (Actual bus / cycle rickshaw/ auto rickshaw fare for local journeys at out station) as permitted by the Engineer.</li> <li>• Daily allowances @ RS. 100/- per day and @ RS. 200/- per day for lodging.</li> <li>• Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure.</li> <li>• Freight and other charges, if any, paid on production of actual receipts.</li> <li>• Payment for the above will be made by BHEL within a month from the date of submission of bill along with details / desired documents by the contractor subject to completion of work assigned to contractor personnel and to the entire satisfaction of the Engineer.</li> </ul>
<b>34.46</b>	<b><u>Health, Safety &amp; Environment management (HSE)</u></b>

34.46.1	<p><b>BHEL-Power Sector (NR) is ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 certified company. Quality of work, to customer's satisfaction and system requirements are the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer.</b></p> <p><b>The Contractor will be responsible for Health, Safety &amp; Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t implementation of HSE conditions with BHEL.</b></p> <p><b>The Contractor shall ensure deployment of Qualified &amp; Experienced Safety Engineer / Officer at site. The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries. It may be noted that non-compliance to HSE requirements will result in penal action. In case of violations of safety requirements, the Contractor shall be liable for a penalty of Rs. 200/- for the first violation and Rs. 500/- for the subsequent violations. For serious lapses, as decided by BHEL Engineer, fines upto Rs. 5000/- at a time can be imposed.</b></p>
34.46.2	<p>Contractor shall arrange for following provisions of HSE</p> <ol style="list-style-type: none"> <li>1. Contractor has to maintain contact with local/nearest hospital having ambulance facility, scanning &amp; other ultra modern medical facilities required during emergency.</li> <li>2. Contractor has to ensure pre employment medical check for all staff &amp; workers.</li> <li>3. Contractor has to ensure that adequate First Aid facilities with trained nurse are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following <ul style="list-style-type: none"> <li>➤ Male nurse (in shifts)</li> <li>➤ Oxygen set up</li> <li>➤ Breathing apparatus</li> <li>➤ Eye wash facility</li> <li>➤ Stretcher</li> <li>➤ Trauma blanket</li> <li>➤ Medicines.</li> </ul> </li> </ol> <p>In addition to above, BHEL (through its other contractor) may arrange ambulance at work site for emergency purpose, which can be utilized by contractor in case of emergency. In case, under unavoidable circumstances, if the ambulance is not available, the contractor will have to arrange for the same as under clause 34.46.2(1) .</p>
34.46.3	<p>Besides provision with regard to SAFETY under Clause 27 of GCC, the contractor will be responsible for Health, Safety &amp; Environment management at site for the</p>

materials handling activities to be carried out by them in accordance with requirements **given under section I(a) of GCC of this document**. The contractor shall continuously take special care to ensure the safety and prevention of human and equipment accidents and maintain good and adequate sanitary conditions/facilities (**approval to be obtained from BHEL site engineer**) in and around the site. All the construction work and plant operation must be carried out in the safest possible manner. The Engineer reserves the right to stop any process which, in the Engineer's opinion, is being performed dangerously. In this case the contractor must immediately adhere the requisite safety precautions and any delays attributed to the work stoppage on this account shall not affect the agreed contractual finishing dates.

The contractor shall appoint dedicated full-time Qualified Safety supervisors who shall have full authority to ensure that all necessary safety precautions are observed by the Contractor's employees and sub-contractors. These appointees shall have full responsibility for the safety of all personnel within the contractor's area of the works.

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

- No outsider is allowed to enter construction area without permission.
- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit of vehicles 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.
- To maintain record of all accidents/incidents. All accidents/incidents need to be reported to site Incharge & also need to be investigated (formats & procedure should be finalized)
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Videography allowed without permission
- Infrastructure to be developed for carrying out jobs properly in a safe manner.
- Site Safety training to be imparted to all workers & plan to be made to cover each and every worker for this training.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job on safety and house keeping.
- Weekly co-ordination meeting of all Safety engineers with BHEL safety officer.
- Monthly safety meeting with Site In-charges.
- Reports: Weekly/monthly/annual HSE report format should be finalized.
- All Safety equipment must be International standards & checked by Safety officer before use.
- Bamboo/wooden Scaffolding material not allowed.
- LPG cylinders not allowed for gas cutting.
- Good House keeping. Separate waste bins to be used for flammable & non flammable material.
- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- Deployment of qualified Safety Supervisors at work site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle and inspection at regular intervals, besides thorough inspection prior using the same.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.

	Checking of tags of equipments like grinding machine, welding machine, gas cutting set etc. by supervisors before use.
<b>34.46.4</b>	In order to meet the environmental concerns it is expected that the contractor shall plant and maintain at least 50 trees in the vicinity of the project as per advise of Engineer. In case no area is earmarked for tree plantation the contractor may take up any other equivalent environment related project after due approval of the Engineer.

34.46.5	<p><b>The contractor shall comply with following towards Social Accountability;</b></p> <p>(a) The contractor shall not employ any employee less than 18 years of age in pursuant to ILO convention. If any child labour were found to have been engaged , the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.</p> <p>(b) The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System(Abolition) Act, 1976.</p> <p>(c) The contractor shall maintain Health &amp; safety requirement as stipulated in the Contract and Contract Labour( Regulation &amp; Abolition) Act,1970.</p> <p>(d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination/Corporal punishment for failure in meeting with relevant requirements.</p> <p>(e) The Contractor shall abide the requirement of Contract Labour(Regulation &amp; Abolition) Act,1970 for working hours.</p> <p>(f) The Contractor shall abide by the Statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936 and subsequent amendments.</p> <p>(g) The Contractor shall arrange potable drinking water to its employees &amp; workers.</p>
<b>35.0</b>	<b>TOOLS AND PLANTS</b>
<b>35.1</b>	<p>All T&amp;P, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition. In the event of the failure of contractor to bring necessary and sufficient T&amp;Ps, BHEL will be at liberty to arrange the same at the risk and cost of contractor including transportation cost of same from any of BHEL site / place and hire charges as applicable shall be deducted from contractor's bill. Decision of BHEL in this regard shall be final and binding on contractor. However the T&amp;Ps indicated in the <b>Annexure-II</b> will be provided on sharing basis for handling of heavy equipment's like turbine modules, etc.</p>
<b>35.2</b>	<p>All necessary lifting tackles, tools, wires ropes / slings( with identification tags) of suitable capacities, distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water/ electrical connections etc required for his operation, shall have to be arranged by the contractor at his own cost and in sufficient numbers. <b>Availability of Fitness certificates of all T&amp;P and tools and tackles is essential before being put to use.</b> All such equipments shall be approved by the Engineer , before these are actually used for the works . However such approvals shall not relieve the contractor of his responsibilities.</p> <p>Cranes and transport vehicles which will be normally required to be deployed by the contractor for the execution of this work is indicated in <b>the Annexure-III</b>. All the material handling equipment of the contractor shall have valid permit renewable from time to time for operation in working areas / project sites etc and transportation in respective states. All supervision and labour required for maintenance and attending breakdowns shall be arranged by the contractor at his own cost.</p>
<b>35.3</b>	<p>Consolidation of ground and arrangement of sleepers / sand bag filling etc for safe operation / movement of equipment including cranes / trailers etc</p>

	shall be the responsibility of the contractor at his cost.
<b>35.4</b>	Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire rope, Manila rope, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be made available to BHEL Engineer for inspection as and when required. Identification for such T&Ps will be done as per BHEL Engineer's advice.
<b>35.5</b>	<b>BHEL shall have lien on all T&amp;Ps &amp; other equipment of the contractor brought to the site for the purpose off execution of contract. BHEL shall continue to hold the lien on all such items throughout the period of Contract. The Contractor and/or his Sub-contractors, without the prior written approval of the Engineer, shall not remove any material or equipment brought to the Site.</b>
<b>35.6</b>	The month wise T&P deployment plan to be submitted as per format (at Annexure-D to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required T&Ps, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account.
<b>35.7</b>	Under this contract , the Contractor is expected to deploy all the Tools and Plant required to complete the works for the total period of the contract including the extended period .. During this period , BHEL shall have lien on the cranes and T&P deployed . In case of breakdown / non-availability of the crane during this period, the crane shall be considered as "not deployed" and BHEL reserves the right to deploy alternate resources for getting the work done at the risk and cost of the contractor, if alternate arrangement is not made by the contractor.
<b>36.0</b>	<b>LABOUR &amp; SUPERVISORY STAFF</b>
<b>36.1</b>	The contractor shall engage experienced supervisory staff and especially skilled labour e.g. crane operators, heavy-duty vehicle driver, sarangs, riggers, khalasis, etc. for works under this contract.
<b>36.2</b>	The supervisory staff employed by the contractor shall ensure proper out-turn of work and discipline on the part of the labour put on the job. The contractor in general shall ensure that the works are carried out in a safe and proper manner and in coordination with the staff of Railways and staff employed directly by BHEL or other contractors of BHEL or BHEL's client / other agency.
<b>36.3</b>	It shall be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accident and damage to other equipment and personnel. Contractor shall be liable for all accidents, damages etc. to personnel and equipment etc. during the execution of the work.
<b>36.4</b>	The work shall be executed under the usual conditions like rain, insufficient space, improper approach roads etc. affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with other personnel. The contractor will coordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

<b>36.5</b>	The month wise manpower deployment plan to be submitted as per format (at Annexure-C to general conditions of contract) is only to assess the capability as well as understanding of the contractor to execute the work. It shall be the contractor's responsibility to deploy the required manpower, for timely and successful completion of the job, to any extent over and above those indicated in the above deployment plan (including those which are not covered in the plan submitted) without any compensation on this account. The contractor shall identify separate persons at site for quality control and safety.
<b>37.0</b>	<b>FACILITIES TO BE PROVIDED BY BHEL/CONTRACTOR</b>
<b>37.1</b>	BHEL shall provide limited open space for office and store/ workshop at site free of rental charge. It is the responsibility of the contractor to construct sheds, provide all utilities like electricity, drinking water etc., as a part of his scope of work within the accepted rates. Water will be provided at one point from the water pipe line network of plant. Electricity for office and workshop will be provided at one point as decided by BHEL. Further distribution will have to be made by the contractor at their own cost. The water (CHARGEABLE) and electricity (free of cost basis) shall be provided to the contractor. <b>Energy Meter for electricity will have to be provided by the Contractor at his own cost. All safety regulations are to be followed by the contractor.</b>
<b>37.2</b>	Contractor shall be responsible for providing all necessary facilities like residential accommodation, transport, electricity, water, medical, sanitation facilities etc. as required under various labour laws and statutory rules and regulations framed there under to the personnel employed by him.
<b>37.3</b>	On completion of work or as and when required by BHEL, all the temporary buildings, structures etc. shall be dismantled and leveled and debris shall be removed as per instruction of BHEL by the contractor at his cost. In the event of his failure to do so, it will be got done at his risk and cost, and expanses incurred shall be re-covered from the contractor along with prevailing overhead. The decision of BHEL Engineer in this regard shall be final.
<b>38.0</b>	<b>TIME SCHEDULE</b>
<b>38.1</b>	The contractor is required to commence the work within 15 days from the date of issue of letter of intent (LOI) unless BHEL decides to fix any other later date. However, BHEL Engineer will certify the actual date of start of work after adequate mobilization of manpower, material handling equipment and other T&P by the contractor.
<b>38.2</b>	Major materials as covered within the scope of this tender are likely to be received in stages up to 33 months from the actual date of start of work. <b>The contract period shall be considered as 33 (thirty three) months. If the completion as detailed in these specifications get delayed beyond the contract period (for the delay not attributable to the contractor), then depending upon the balance work, BHEL at its discretion may extend the contract on existing terms and conditions for a period of 6 (six) months.</b> The manpower and T & P deployment required during extended period will be discussed & finalised at site.

	The scope of work under this contract is deemed to be completed, when so certified by the Engineer.
<b>39.0</b>	<b>PRICE VARIATION</b>
<b>39.1</b>	<p>The rates quoted for scope of work as defined in this tender are subject to price variation provisions as per following formula:</p> $P_1 = \frac{0.60 \times P_0 (F_1 - F_0)}{F_0} + \frac{0.10 \times P_0 (D_1 - D_0)}{D_0}$
	<p><math>P_1</math> = Increase / decrease in billed amount (variation) for the particular month of billing.</p> <p><math>P_0</math> = Gross billed amount for the month as per contract provisions.</p>
	$F_1$ = All India CPI published by Labour bureau, Simla, Govt. of India, for Industrial workers (Base 1982 =100) applicable for the month under consideration i.e. for which bill has been raised.
	$F_0$ = All India CPI published by Labour bureau, Simla, Govt. of India, for Industrial workers (Base 1982 =100) applicable for the month of opening of technical bid.
	$D_1$ = Rate of diesel <b>as applicable at DADRI site for the 1<sup>st</sup> day of the month under consideration i.e. for which bill has been raised.</b>
	$D_0$ = Rate of Diesel as applicable at DADRI site for the month of opening of technical bid.
<b>39.2</b>	The contractor will be required to raise the bills for price variation payments on a monthly basis irrespective of any increase or decrease in CPI. Price variation as per above formula will be calculated and paid on the total contract value on month-to-month basis from the date of award. BHEL however reserves the rights to freeze variation for that much of duration of delays, from time to time, which are entirely attributable to the contractor. <b>Price variation on last 5% of CV will be based on average index.</b>
<b>39.3</b>	With the provision of price variation as above clauses, NO CLAIM / COMPENSATION on account of any increase in wages (including minimum / statutory wages), prices of petrol, other consumables viz. electrodes, gases etc. or any other reasons will become payable during the entire period of execution including extensions, if any.
<b>40.0</b>	<b>TAXES , DUTIES AND OCTROI CHARGES</b>
<b>40.1</b>	<b>TDS under Income Tax, Sales Tax, Vat etc</b> , if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.
<b>40.2</b>	<b>Price quoted shall be inclusive of all taxes, duties except service tax.</b> The service tax, <u>as legally leviable &amp; payable by the contractor</u> under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the <u>next bill submitted</u> after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done

	by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount.
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40.3	Contractor shall get his organization registered with concerned <u>sales tax/VAT</u> authorities within 15 days of award of this contract, if applicable. The delay on this account and delay in bringing the material shall be to contractor's account and no extension of time shall be allowed on this account. The <u>sales tax/VAT</u> registration for this contractor shall be forwarded to BHEL within 30 days from the date of LOI. In case the contractor is already registered for <u>sales tax/VAT</u> with Govt. Authorities he must quote his registration no, while submitting their tender.
40.4	Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax Authorities, for bringing his materials, plants and equipment at site for the execution of the work under this contract. No road permit shall be issued by BHEL for contractor's materials/equipments.
40.5	OCTROI, if any, payable on BHEL's consignments will have to be initially paid by the contractor and necessary reimbursement claimed from BHEL duly supported by documentary proof. Whenever the amount payable in one particular case is more than Rs. 5000/-, the contractor may request BHEL well in time to issue cheque / draft in favor of authorities.
41.0	<b>TERMS OF PAYMENT</b>
41.1	The 'Engineer' will certify regarding the actual work executed in the measurement books and bills, which shall be accepted by the contractor in measurement book.
41.2	Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be approved by BHEL before raising invoices.
41.2	Shortage / damage reports on BHEL's standard materials management forms. No payment shall be released till the contractor submits these reports and are verified by the Engineer.
41.3	Subject to any deduction which BHEL may be authorized to make under the contract, the contractor on the certificate of the Engineer at site be entitled for payment as explained hereunder:
41.4	<b>95 % FOR ITEM NO 1 &amp; 2 OF RATE SCHEDULE (MAIN ITEMS)</b>
41.4.1	<p><b>45 % (Forty five percent)</b> payment shall be released after the materials are unloaded, transported to project stores and verified as per RR/ PWB / LWB / loading advice / box packing slip subject to furnishing of following information along with the bills as per above clause.</p> <ol style="list-style-type: none"> <li>1. Material transporting vouchers stating work order and quantity of material for each consignment.</li> <li>2. Shortage report / open delivery taken w.r.t RR / LWB, if any and acceptance thereof by Railway authorities/ transporters.</li> <li>3. Proof of claim lodged with Railways/ transporters in respect of above shortage / open delivery.</li> <li>4. Material management forms duly filled and certified by the Engineer.</li> </ol>
41.4.2	<p><b>40% (Thirty Five percent)</b> payment shall be released as soon as the materials are duly shifted to desired location, stacked and verified by opening of cases / re-packing, wherever necessary (with contractor's own labour and T&amp;P).</p> <p>Payment will be released on submission of the information, as per material management forms by the contractor immediately after verification of materials as certified by the Engineer. The Engineer at site would supply the requisite Performa.</p>

	<b>NOTE:-</b> The Contractor must ensure the stacking and verification of materials within 7 (seven) days from the date of unloading the materials in store, otherwise the same shall be done by engaging other agency on the risk and cost of contractor and decision of Engineer in this regard shall be final and binding on the contractor.
<b>41.4.3</b>	<b>10 % (Ten percent)</b> payment shall be released after issue of the materials. However, for all such materials which are not issued, 10% payment shall be released along with 2.5% payment mentioned in clause no. 41.9.1 and on certification of BHEL Engineer that these materials are not required to be issued.
<b>41.5</b>	<b>95 % FOR ITEM NO 3 OF RATE SCHEDULE (MAIN ITEMS) <u>NOT APPLICABLE</u></b>
<b>41.5.1</b>	<b>95 % (Ninety five percent)</b> payment shall be released after the materials are unloaded, transported to project stores and verified as per LR/ LWB / loading advice subject to furnishing of following information along with the bills as per above clause. <ol style="list-style-type: none"> <li>1. Material transporting vouchers stating work order and quantity of material for each consignment.</li> <li>2. Shortage report / open delivery taken w.r.t LR / LWB, if any and acceptance thereof by Railway authorities/ transporters.</li> <li>3. Proof of claim lodged with Railways/ transporters in respect of above shortage / open delivery.</li> <li>4. Material management forms duly filled and certified by the Engineer.</li> </ol>
<b>41.6</b>	<b>95 % FOR ITEM NO 4 OF RATE SCHEDULE (MAIN ITEMS)</b>
<b>41.6.1</b>	<b>95 % (Ninety five percent)</b> payment shall be released after the materials restacking as per instructions of the Engineer and submission of Materials management forms duly certified the Engineer.
<b>41.7</b>	<b>85 % (Eighty five percent) FOR ITEM NO 5 OF RATE SCHEDULE (MAIN ITEMS)</b>
<b>41.7.1</b>	85% shall be payable after satisfactory installation of 2 HOT cranes in the closed sheds. Further subdivision of rates will be done at site with BHEL site engineer. The decision of BHEL Engineer will be final and binding on the contractor.  10% shall be payable @1% on every three months after satisfactory installation of 2 Nos HOT cranes in the closed sheds. Further subdivision of rates will be done at site with BHEL engineer. The decision of BHEL engineer will be final and binding on the contractor.
<b>41.8</b>	<b>95 % (Ninety five percent) FOR ITEM NO I, II &amp; III OF RATE SCHEDULE (ADDITIONAL ITEMS)</b>
<b>41.8.1</b>	<b>95 % (Ninety -five percent)</b> payment shall be released after the materials are collected , transported to project stores // packed, transported to carriers and booked including handing over to carriers and on submission of the required documents including the following ( wherever applicable ) ; <ol style="list-style-type: none"> <li>1. Material transporting vouchers stating work order and quantity of material for each consignment.</li> <li>2. Shortage report / open delivery taken w.r.t LR / LWB, if any and acceptance thereof by Railway authorities/ transporters.</li> <li>3. Proof of claim lodged with Railways/ transporters in respect of above shortage / open delivery.</li> <li>4. Material management forms duly filled and certified by the Engineer.</li> </ol>

<b>41.9</b>	<b>BALANCE 5% PAYMENT AGAINST ALL THE ITEMS OF THE RATE SCHEDULE</b>
<b>41.9.1</b>	The 2.5% of Final contract value (worked out based on actual work carried out) along with 10% payment for the unissued materials in clause 41.4.3 shall be payable on completion of all pending works which includes settlement of outstanding issues with Carriers / Railways.
<b>41.9.2</b>	The balance 2.5% of final contract value will be payable on submission and passing of Final bill. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the contractor.
<b>41.10</b>	No payment shall be made for handling of items issued from BHEL stores for storing, stacking of materials and their return. Tonnage shall however be calculated on the basis gross weight of the package.
<b>42.0</b>	<b>RATE SCHEDULE</b>
<b>42.1</b>	Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
<b>42.2</b>	<b>The tenderer shall quote the rates as per the rate schedule only, in part II Price bid (Original). Conditional price bids or price bids with any deviation / clarification etc are liable to be rejected. No cutting / erasures/ over writing shall be done.</b>
<b>42.3</b>	Quantities mentioned in the rate schedules are approximate only and liable for variation due to change of scope of work / variation in schedule of quantities, changes in design etc. The contractor has to handle whatever actual materials are dispatched for the project irrespective of any variations and payments shall be released for the actual gross tonnage handled. The quantities indicated against each item may vary to any extent and no compensation will be payable in variation of Individual quantity.  <b>However, in case of over all variation in final executed value (w.r.t the awarded value indicated in the LOI) beyond (minus) 30% i.e in case of reduction in executed value w.r.t awarded value, the contractor will be eligible for compensation as given in clause no. 34.3 of this NIT.</b>
<b>42.4</b>	<b>The tenderers are required to quote for all the items of the rate schedule (Main Items as well as Additional Items).</b>
<b>43.0</b>	<b>PERFORMANCE GUARANTEE:</b>
<b>43.1</b>	Irrespective of provisions in tender else where, in view of nature of work, performance guarantee is not required under this contract.
<b>44.0</b>	<b>INSTRUCTIONS TO TENDERER</b>
<b>44.1</b>	Offers received without data/ information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. Documentary evidences should duly support all these data/ information.
<b>44.2</b>	No deviations to the tender conditions will normally be accepted.
<b>44.3</b>	The tenderer are advised to actually visit the site and fully acquaint themselves with site conditions, transportation routes, various distances, facilities, Local taxes, toll charges and levies, local labour minimum wages & prevailing wage agreements at site, quantum of work etc., before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions.
<b>44.4</b>	Once the tenderer has quoted for the work, it is implied that he has ascertained various site conditions, transportation routes and distances, etc. as per above

	clause. No claim whatsoever will be entertained by BHEL on any such account.
44.5	The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorized, responsible officer who should hold a valid power of attorney.
44.6	For the purpose of the contract. Any order or instruction of the Engineer or his duly authorized representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.
45.0	<b>OTHERS :</b>
45.1	Security Deposit:- <b>The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed on Page No. 34(a) of the GCC;</b> For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.
45.2	In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
45.3	The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
45.4	The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
45.5	<b>Unsolicited rebate/discount shall not be accepted after bid opening.</b>
45.6	<b>INSURANCE:</b> Besides provisions under clause no. 29.0 of GCC regarding insurance, the following shall also be applicable. The contractor shall also take care of the same while submitting their offer.
45.6.1	<b>Insurance for all materials pertaining to the Contractor(T&amp;Ps, Construction Materials etc.) during transit, storage and during construction shall be in his (Contractor's) scope.</b>
45.6.2	The Contractor shall provide insurance cover to all persons employed/engaged by him throughout the period of Contract, including the extended period, if any.

## ANNEXURE – I

### **GENERAL IDEA OF WEIGHTS TO BE HANDLED**

The information given below is very tentative and not complete. Only a few of the typical components are listed below to give a general idea to the bidder. The weights and sizes indicated below are only approximate and are liable to vary.

#### APPROXIMATE WEIGHT SCHEDULE

NTPC DADRI NATIONAL CAPITAL THERMAL POWER PROJECT 2 X 490  
MW

Sl. No.	Manufacturing Unit	Description of Supplies	Approximate Weight in Tonnes
1.	Trichirappalli & Ranipet	Boiler, Fans, APH & ESP,ECW	75000
2.	Piping Centre – Chennai	PCP & LP Piping	7000
3.	Hardwar	TG & Auxiliaries	5000
4.	Hyderabad	Mills, F.W. Pumps Dearators etc.	4600
5.	Bhopal	Valves, Motors etc.	920
6.	Bangalore	Panels, Cables etc.	600
8.	PEM - Delhi	Pumps, Valves, Cables etc.	500 (ASSUMED)
9.	PSNR (from different locations like site, HQ etc)	LUBRICANT, FURNITURE, MISC. EQPT.	100
TOTAL WEIGHT OF MATERIALS / COMPONENTS TO BE HANDLED INCLUDING PACKING WEIGHT			93720

**INDICATIVE LIST OF ODC / MAJOR CONSIGNMENTS  
WEIGHING MORE THAN 20 TONNES**

<b>Sl. No.</b>	<b>Component Description</b>	<b>Size in mm</b>	<b>Weight in Tonnes (Approx.)</b>
1.	Bottom ring Header	OD914 X 20000 L ,T – 90	48
2.	Ceiling Beam Structure	1500W X 3800H X 32000 L	125
3.	Burner wind box	820W X 16000 L	25
4.	ID Fan Motor	---	25
5.	APH Centre Section (CE)	3230 X 2005 X 12160	33.5
6.	APH Centre Section (HE)	3230 X 2005 X 12346	33.5
7.	Front Water Box (Gen. Side)	7645 X 4460 X 2640	32.6
8.	Front Water Box (Tur. Side)	7645 X 4460 X 2640	32.6
9.	Rear Water Box (Gen. Side)	6655 X 4460 X 2495	21.5
10.	Rear Water Box (Tur. Side)	6655 X 4460 X 2495	21.5
11.	H.P.Turbine	5660 X 3100 X 2880	86.5
12.	IP Rotor	6650 X 2700 X 2600	27.4
13.	IP Outer Casing V/H	3610 X 5400 X 2600	26
14.	IP Outer Casing L/H	3610 X 5400 X 2600	26
15.	LP Rotor	8735 X 3800 X 41700	89.8
16.	Longitudinal Girder Right	8200 X 1680 X 1950	21.4
17.	Longitudinal Girder Left	8200 X 1680 X 1950	21.4
18.	LPC inner-outer upper half	8640 X 3630 X 2500	42
19.	LPC inner casing assembly (LH)	9100 X 3890 X 3180	53

<b>Sl. No.</b>	<b>Component Description</b>	<b>Size in mm</b>	<b>Weight in Tonnes (Approx.)</b>
20.	IV & CV casing with	5040 X 4690 X 2770	33.2



**LIST OF T&P BEING PROVIDED BY BHEL FOR USE OF CONTRACTOR FREE OF HIRE CHARGES ON SHARING BASIS**

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	CRAWLER CRANE	100 MT AND ABOVE	AS AND WHEN REQUIRED

**NOTE:**

1. Cranes (or adequate numbers of suitable capacity cranes) without slings & lifting tackles will be provided by BHEL on sharing basis for unloading of heavy consignments. Operation & maintenance of these cranes is excluded from the scope of subject contractor. However required maintenance crew and fuel for operation of crane shall be provided by the contractor at his cost.
2. All other terms and conditions shall be as per tender clause No.35

**INDICATIVE LIST OF MAJOR T&P TO BE PROVIDED BY CONTRACTOR FOR EXECUTION OF TENDERED WORKS FOR MOST DURATION OF THE CONTRACT**

S.NO.	EQUIPMENT	CAPACITY	QTY
1.	TYRE MOUNTED CRANE	30/40 MT	1 MINIMUM
2.	MOBILE CRANE	75 MT	1 MINIMUM
3.	TYRE MOUNTED CRANE	20/18MT	2 MINIMUM
4.	HYDRA	8 MT	1 MINIMUM
5.	TRAILER WITH PULLING UNIT	20 MT	3 MINIMUM
6.	TRAILER WITH PULLING UNIT	60 MT	1 MINIMUM
7.	TRUCK	10T	1 MINIMUM
8.	FORKLIFT	3T	1 MINIMUM
9.	COMPUTERS WITH PERIPHERALS	SETS	2 MINIMUM
10.	FIRE EXTINGUISHERS 10KG ABC DRY POWDER/FOAM TYPE		20 MINIMUM
11.	HYDRAULIC JACKS10,20,50,100T,		AS REQUIRED
12.	WOODEN/CONCRETE SLEEPERS		AS PER REQUIREMENT
13.	OVERHEAD TRAVELLING CRANE	3T	2 NOS AS SPECIFIED IN CLAUSE 34.0 K

**NOTE:**

1. The above list specifies only major T&P (may not be complete) to be deployed by the contractor and is based on minimum requirement. All additional / other tools and plants including suitable capacity D shackles, slings, rails sleepers hydraulic / mechanical jacks, fire extinguishers, computers with peripherals etc which are required for satisfactory & timely completion of work shall also be deployed by the contractor within finally accepted rate / price.
2. Tyre mounted crane must be with 360 degree rotational swing mechanism to facilitate unloading and placement of material at identified locations.

3. Sleepers, rails, jacks, winches, slings, D shackles etc required for unloading of all consignments including heavy consignments such as Boiler drum, generator stator etc are also to be arranged by contractor at his own cost. However in such cases BHEL may extend limited assistance by way of issuing such T & P that may be available in their stores, free of hire charges. These will have to be returned after use. Any damages / losses / to these will have to be borne by the contractor and cost / repair charges plus applicable overheads recoverable from him. No claim whatsoever will be entertained on non-availability of these items.
4. Suitable capacity crane as per Annexure II without slings & lifting tackles will be provided by BHEL on sharing basis for unloading of heavy consignments (mainly boiler drums, HP & IP modules, HP heater, LP rotor, generator rotor, bowl mill assembly, Deareator & Feed storage tank) which can not be unloaded / handled by cranes to be provided by contractor. All other terms & conditions shall be as per tender clause no. 35

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

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

Tenderer's Name and Address.

Place:

(Signature of the Tenderer's  
With stamp)

Date:

**NON DISCLOSURE AGREEMENT**

**Memorandum of Understanding**

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

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

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

(  
M/s. BHEL, PSNR )

(  
M/s..... )