



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
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FAX (PCC by Courier/Speed post)

Ref: BHE/PW/PUR/PARST-BPM2/511 -Amendment 01

Dated – 14/08/2007

TO,

ALL BIDDERS

Dear Sir,

SUB: Amendment –01 to Tender Specification No: BHE/PW/P UR/PARST-BPM2/511

1. Job: Material handling and Management including receipt, unloading, verification, stacking, preservation of project materials of Boiler & Aux, STG & Aux, Electrical, C&I, Piping, Lining and Insulation and other materials including BHEL T&P; providing Material Management services etc, collection of materials from BHEL/Client's stores/storage yard; transportation to Site of work/pre assembly yard; Erection, Testing, assistance for Commissioning & Trial Operation, Handing over of Boiler & Aux including ESP, Rotating machines, Ducts & Dampers, Fuel Piping, Boiler Piping, Power Cycle Piping of **250 MW at Unit#2 of Paras Thermal Power Expansion Project, Paras, Akola, Maharashtra**

Please refer Tender Specification for the subject detailed above. The following sections/appendices have been revised as given hereunder. The earlier corresponding sections/appendices stand superseded

1. Section 5 (rev 01 dated 13.08.2007) : Obligations of the Contractor
2. Section 7 (rev 01 dated 13.08.2007): Obligations of BHEL
3. Section 11 (rev 01 dated 13.08.2007): Clause no 11.6
4. Section 14 (rev 01 dated 13.08.2007): Insurance
5. Appendix III (rev 01 dated 13.08.2007) - List of T&Ps to be made available by BHEL free of charges
6. Appendix IV (rev 01 dated 13.08.2007) - T&Ps to be deployed by the contractor
7. Price Bid Specification : Inclusion of Item no C.8 (Erection of light weight concrete slabs)

The above are hosted in BHEL web page (www.bhel.com? Tender Notifications ? View Corrigendum) as per details given below:-

- a) Sl nos 1 to 6 along with this letter hosted as file titled "Technical Bid-511 (Amd-01)".
- b) Serial no 7 is hosted as file titled "Price Bid-511 (Amd-01)"

Please note that **Last Date** for tender submission has been rescheduled to 16.00 hrs on **23/08/2007** and the Technical Bids shall be opened at 16.30 hrs on the same day.

All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing.

Bidders are requested to submit as a part of Technical Bid a copy of this amendment duly countersigned by the authorized signatory and stamped with the official seal as a token of bidder's unqualified acceptance of this amendment. The earlier sections/appendices shall be scored out (diagonally across the page) or alternatively BHEL shall score out the same.

All bidders to note – Price Bid shall be submitted in the amended format “PART II: PRICE BID (REV 01 DATED 13.08.2007)” only.

Thanking you,

Yours faithfully,

DGM (Purchase)

SECTION-5 (Rev 01 dated 13.08.2007)

SPECIAL CONDITIONS OF CONTRACT

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

5.1 ACCOMMODATION, DRINKING WATER & LOCAL TRANSPORTATION FOR THE LABOUR OTHER EMPLOYEES

CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS FOR LABOUR COLONY AND STAFF QUARTERS INCLUDING LIGHTING, WATER, SANITATION ETC WITH HYGENE AND COMPLY WITH ALL REQUIREMENTS. ALSO, THE CONTRACTOR HAS TO MAKE HIS OWN ARRANGEMENT FOR TRANSPORTATION OF HIS WORKMEN AND OTHER EMPLOYEES. BHEL/CLIENT SHALL NOT PROVIDE ANY FACILITY WITH REGARD TO ABOVE.

5.2 TOOLS AND TACKLES, MEASURING AND MONITORING DEVICES:

5.2.1

THE CONTRACTOR SHALL PROVIDE ALL (EXCEPTING THOSE INDICATED IN BHEL SCOPE) REQUIRED TOOLS AND PLANTS, MONITORING AND MEASURING DEVICES (MMD) AND HANDLING & TRANSPORTATION EQUIPMENTS FOR THE SCOPE OF WORK COVERED UNDER THESE SPECIFICATIONS. CONTRACTOR SHALL HAVE TO PROVIDE SUITABLE CRANES FOR MATERIAL HANDLING AT BHEL/CLIENT'S STORES/STORAGE YARD, MATERIAL HANDLING YARD / SIDING. **BHEL'S CRANE WILL NOT BE AVAILABLE FOR THIS PURPOSE. PLEASE REFER RELEVANT APPENDIX FOR THE LIST OF T&P BEING PROVIDED BY BHEL FREE OF CHARGES ON SHARING BASIS.**

5.2.2

ALL TOOLS AND TACKLES TO BE DEPLOYED BY THE CONTRACTOR FOR THE WORK SHALL HAVE THE PRIOR APPROVAL OF BHEL ENGINEER WITH REGARD TO BRAND, QUALITY AND SPECIFICATION. INDICATIVE LIST OF MAJOR T&P TO BE ARRANGED BY THE CONTRACTOR HAS BEEN FURNISHED IN RELEVANT APPENDIX. CONTRACTOR SHALL ALSO MOBILIZE ALL OTHER T&P NECESSARY FOR TIMELY AND SATISFACTORY COMPLETION OF THE WORK IN SCOPE.

5.2.3

CONTRACTOR'S RESPONSIBILITIES WITH REGARD TO OPERATOR, FUEL, LUBRICANTS AND DAILY UPKEEP OF T&P PROVIDED BY BHEL IS FURTHER DETAILED IN SECTION-7.

5.2.4

TIMELY DEPLOYMENT OF ADEQUATE QUANTITY OF T&P IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE PREPARED TO AUGMENT THE T & P AT SHORT NOTICE TO MATCH THE PLANNED PROGRAMME AND TO ACHIEVE THE MILESTONES.

5.2.5

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 ALTERNATIVE ARRANGEMENTS EXPEDITIOUSLY SO THAT THE PROGRESS OF WORK IS NOT HAMPERED.

5.2.6

IN THE EVENT OF CONTRACTOR FAILING TO ARRANGE THE REQUIRED TOOLS, PLANTS, MACHINERY, EQUIPMENT, MATERIAL OR NON-AVAILABILITY OF THE SAME OWING TO BREAKDOWN, BHEL WILL MAKE THE ALTERNATIVE ARRANGEMENT AT THE RISK AND COST OF THE CONTRACTOR INCLUDING BHEL'S OVERHEAD @ 30%.

5.2.7

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

5.2.8

USE OF WELDING GENERATORS/ RECTIFIERS FOR WELDING ONLY SHALL BE PERMITTED. USE OF WELDING TRANSFORMERS WILL BE SUBJECT TO SPECIFIC APPROVAL OF BHEL ENGINEER.

5.2.9

THE CONTRACTOR AT HIS COST SHALL CARRY OUT PERIODICAL TESTING OF HIS CONSTRUCTION EQUIPMENTS AND CALIBRATION OF MEASURING & MONITORING DEVICES (MMD). TEST/ CALIBRATION CERTIFICATES SHALL BE FURNISHED TO BHEL. MMDs SHALL BE CALIBRATED ONLY AT ACCREDITED LABORATORY AS PER THE LIST AVAILABLE WITH BHEL OR ANY OTHER LABORATORY APPROVED BY BHEL.

5.2.10

BHEL T&P WILL BE ISSUED IN BASIC ASSEMBLED CONDITION, CONTRACTOR SHALL TRANSPORT THESE T&P TO & FRO BETWEEN BHEL STORES AND SITE. ADDITIONAL LOOSE COMPONENTS / SUB-ASSEMBLIES / ATTACHMENTS AS AND WHEN NECESSARY, WILL BE ISSUED BY BHEL, TO & FRO BETWEEN BHEL STORES AND SITE OF SUCH ITEMS SHALL ALSO BE DONE BY THE CONTRACTOR. ASSEMBLY OF SUCH ADDITIONAL LOOSE COMPONENTS/SUB-ASSEMBLIES/ ATTACHMENTS IS IN CONTRACTOR'S SCOPE. ANY BOOM REDUCTION/ EXTENSION OF BHEL CRANES FOR CONTRACTOR'S USE AND RESTORATION TO PREVIOUS STATE OR AS DIRECTED BY BHEL SHALL BE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL PROVIDE ALL ENABLING SERVICES WITH TOOLS AND TACKLES FOR ASSEMBLY/DISMANTLING AND BOOM EXTENSION/REDUCTION AS ABOVE.

5.2.11 STRAND AND JACK ARRANGEMENT FOR BOILER DRUM ERECTION

CONTRACTOR SHALL ARRANGE COMPLETE SET UP OF STRAND AND JACK ARRANGEMENT FOR ERECTION OF BOILER DRUM TO ITS DESIGNED ELEVATION INCLUDING THE SERVICES OF EXPERT EXECUTION AND SUPERVISION. BHEL WILL NOT PROVIDE THE CONVENTIONAL ELECTRIC WINCH AND PULLEY BLOCK SET UP FOR THIS PURPOSE.

5.2.12 TEMPORARY PASSENGER CUM GOODS ELEVATOR

CONTRACTOR, AS PART OF HIS T&P, SHALL ARRANGE, INSTALL, OPERATE AND MAINTAIN 1MT CAPACITY PASSANGER -CUM -GOODS ELEVATOR IN BOILER TO FACILITATE ACCESS TO VARIOUS PLATFORM ELEVATIONS UPTO BOILER DRUM FLOOR. THE ELEVATOR SHALL CONFORM TO THE NATIONAL STANDARD AND INDUSTRIAL SAFETY CODE AS APPLICABLE. THESE SHALL BE DEPLOYED SHORTLY AFTER BOILER DRUM ERECTION/START OF BOILER PRESSURE PARTS ERECTION IN CONSULTATION WITH BHEL SITE ENGINEER.

THE PROBABLE SUPPLIERS FOR THE ELEVATOR ARE:

1. M/S AVON CRANES PVT LTD, GURGAON
2. M/S MEKASTER ENGINEERING & EQUIPMENT PVT LTD, HALOL

5.2.13 LEVY OF PENALTY FOR DELAYED DEPLOYMENT OF CRANES AND ELEVATOR

BHEL SHALL LEVY NON REFUNDABLE PENALTY IN THE FOLLOWING MANNER IF CONTRACTOR DELAYS DEPLOYMENT OF MAJOR T&P's SUCH AS CRANES AND TEMPORARY ELEVATOR IN CASE OF DELAY VIS A VIS THE SCHEDULE AS PER THE ADVICE OF BHEL SITE ENGINEER BASED ON PROJECT REQUIREMENTS. TENTATIVE SCHEDULE GIVEN IN RELEVANT APPENDIX IS FOR GUIDANCE PURPOSE.

- a) IN RESPECT OF 8T-12T CAPACITY PICK AND CARRY MOBILE CRANE: @Rs. 500/- PER DAY OF DELAY, PER CRANE
- b) IN RESPECT OF 18T CAPACITY CRAWLER/TYRE MOUNTED CRANE: @ Rs. 1000/- PER DAY OF DELAY
- c) IN RESPECT OF 75 MT CRAWLER CRANE : @ Rs 5000/- PER DAY OF DELAY
- d) IN RESPECT OF 100-150MT CAPACITY MOBILE CRANE: @Rs. 10000/- PER DAY OF DELAY
- e) IN RESPECT OF 1MT CAPACITY PASSENGER CUM GOODS ELEVATOR: @ Rs. 2,000/- PER DAY OF DELAY

IN CASE SUCH DELAY IS ATTRIBUTABLE TO EITHER BHEL OR FORCE MAJEURE CONDITIONS, NO SUCH PENALTY SHALL BE APPLICABLE.

WHEREVER TENTATIVE SCHEDULES ARE NOT INDICATED, THE DECISION OF BHEL ENGINEER SHALL BE FINAL.

5.3 CONSUMABLES

5.3.1

THE CONTRACTOR SHALL PROVIDE ALL CONSUMABLES REQUIRED FOR CARRYING OUT THE WORK COVERED UNDER THESE SPECIFICATIONS EXCEPTING THOSE SPECIFICALLY INDICATED AS BHEL SCOPE.

5.3.2

ALL CONSUMABLES TO BE USED FOR THE WORK SHALL HAVE PRIOR APPROVAL OF BHEL ENGINEER WITH REGARD TO BRAND AND QUALITY SPECIFICATIONS. TEST REPORTS / CERTIFICATES IN RESPECT OF THESE CONSUMABLES, WHEREVER APPLICABLE, SHALL BE SUBMITTED TO BHEL ENGINEER.

5.3.3 PRIMERS & PAINTS

ALL PRIMERS AND PAINTS IS IN THE CONTRACTOR'S SCOPE UNLESS PROVIDED OTHERWISE IN BHEL SCOPE AS FREE ISSUE.

5.3.4 COSUMABLES FOR BHEL SUPLLIED EQUIPMENTS (CRANES, T & P ETC)

REFER RELEVANT CLAUSE OF SECTION-7 SPECIAL CONDITIONS OF CONTRACT IN THIS REGARD.

5.4 WELDING ELECTRODES, FILLER WIRES FOR TIG WELDING AND GASES

5.4.1

ALL THE REQUIRED WELDING ELECTRODES, EXCEPT THOSE INDICATED AS BHEL SCOPE ELSEWHERE IN THESE SPECIFICATIONS, AS APPROVED BY BHEL SHALL BE ARRANGED BY CONTRACTOR AT HIS COST. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PRIOR APPROVAL OF BHEL, BEFORE PROCUREMENT, REGARDING MANUFACTURER, 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, DATE OF EXPIRY ETC. BATCH TEST CERTIFICATES SHALL BE MADE AVAILABLE FOR VERIFICATION & RECORD BEFORE THE ACTUAL USE OF THE WELDING CONSUMABLES.

BHEL RESERVES THE RIGHT TO REJECT THE USE OF ANY ELECTRODES, IF FOUND NON-ACCEPTABLE BECAUSE OF BAD QUALITY, DETERIORATION IN QUALITY DUE TO IMPROPER STORAGE, SHELF LIFE EXPIRY, UNAPPROVED TYPE / BRAND ETC.

5.4.2

FILLER WIRES, FOR TIG WELDING OF PRESSURE PARTS & PIPING, TO THE EXTENT SUPPLIED BY THE MANUFACTURING UNITS OF BHEL ALONGWITH THE COMPONENTS / EQUIPMENTS ONLY SHALL BE

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PROVIDED BY BHEL AS FREE ISSUE. CONTRACTOR SHALL AT HIS COST MEET REQUIREMENTS OF TIG FILLER WIRES, IF ANY, BEYOND THESE FREE ISSUE BY BHEL. SIMILARLY, BHEL WILL PROVIDE AS FREE ISSUE THE WELDING ELECTRODE FOR WELDING OF T-91/P-91 MATERIAL TUBES/PIPES RELEASED AS PART OF SUPPLY FROM MANUFACTURING UNIT OF BHEL.

5.4.3

GASES LIKE ARGON, OXYGEN, AND ACETYLENE ETC THAT ARE REQUIRED FOR ERECTION RELATED ACTIVITIES SHALL BE ARRANGED BY THE CONTRACTOR AT HIS COST. ARGON GAS FOR P-91 PIPE JOINTS WELDING PROCESS SHALL BE CONFORMING TO GRADE-3 OF IS:5760-1998 WITH OXYGEN AND WATER VAPOUR RESTRICTED TO MAXIMUM 6 PPM EACH AND WITH ARGON PURITY LEVEL OF MINIMUM 99.99%. THE SUPPLY SHOULD ACCOMPANY TEST CERTIFICATE FOR THE BATCH INDICATING INDIVIDUAL ELEMENT 'PPM' LEVEL AND OVERALL PURITY LEVEL.

5.4.4

NITROGEN GAS, IF REQUIRED, FOR PRESERVATION OF BOILER AND NITROGEN CAPPING DURING CHEMICAL CLEANING PROCESS, WILL BE PROVIDED BY BHEL FREE OF CHARGE. CONTRACTOR SHALL ARRANGE NECESSARY CONNECTOR, NIPPLE, REGULATOR, HEADER AND PIPING FOR USAGE OF SUCH GAS FROM CYLINDERS.

5.5 FIELD OFFICE

5.5.1

THE CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS FOR FIELD OFFICE AND STORES FOR ACCOMMODATING NECESSARY EQUIPMENTS, TOOLS ROOM FOR EXECUTION OF THE WORK. ONLY OPEN SPACE WILL BE PROVIDED BY BHEL / CUSTOMER, FREE OF CHARGES AS PER THE AVAILABILITY OF SPACE. FURTHER, CONTRACTOR SHALL OBTAIN CONCERNED LOCAL ADMINISTRATIVE AUTHORITY'S APPROVAL AS APPLICABLE FOR CONSTRUCTION OF HIS FIELD OFFICE AND PAY ALL FEES AND CHARGES AS MAY BE APPLICABLE.

5.5.2

ON COMPLETION OF WORK, ALL THE TEMPORARY BUILDINGS, STRUCTURES, PIPELINES, CABLES, 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, THE SAME WILL BE ARRANGED TO BE REMOVED AND EXPENDITURE THEREOF WILL BE RECOVERED FROM THE CONTRACTOR. THE DECISION OF BHEL ENGINEER IN THIS REGARD SHALL BE FINAL. HOWEVER, THE SCOPE OF DISMANTLING AND LEVELING THE AREA IS LIMITED ONLY TO THE CONTRACTOR'S SITE OFFICE, YARD AND OTHER SPACES OCCUPIED BY THE CONTRACTOR.

5.6 AREA LIGHTING

5.6.1

CONTRACTOR SHALL ARRANGE ADEQUATE FLOODLIGHTS, HAND LAMPS AND AREA LIGHTING FOR MATERIAL HANDLING, UNLOADING, VERIFICATION, STACKING, ERECTION, PRE-ASSEMBLY ACTIVITIES ETC. ALL TEMPORARY WIRING MUST COMPLY WITH REGULATIONS AND WILL BE SUBJECTED TO ENGINEER'S INSPECTION BEFORE CONNECTING TO SUPPLY POINT. CONTRACTOR SHALL USE HIS OWN MATERIALS LIKE CABLES, FUSES, SWITCH-BOARDS ETC. BHEL/CLIENT WILL NOT PROVIDE ANYTHING IN THIS REGARD.

5.7 CONSTRUCTION POWER & WATER

5.7.1

CONSTRUCTION POWER (THREE PHASE, 415V / 440V) WILL BE PROVIDED AT ONE POINT NEAR THE SITE APPROXIMATELY 500 METERS FROM ERECTION SITE FREE OF CHARGE, HOWEVER ALL TAXES, DUTIES, LEVIES ETC. SHALL BE BORNE BY THE CONTRACTOR. REQUIRED ENERGY METER, ALL CABLES, FUSES, DISTRIBUTION BOARDS, SWITCHES, SWITCHBOARDS, BUS BARS, EARTHING ARRANGEMENTS, PROTECTION DEVICES e.g. ELCB, IF ANY, AND ANY OTHER INSTALLATION AS SPECIFIED BY STATUTORY

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AUTHORITY, CLIENT IN THIS REGARD, FOR DRAWL OF CONSTRUCTION POWER SHALL BE ARRANGED BY THE CONTRACTOR. OBTAINING APPROVALS, PAYMENT OF NECESSARY FEES, DUTIES ETC TOWARDS THE CLEARANCE OF SUCH INSTALLATIONS, PRIOR TO THESE BEING PUT TO USE OR AS MAY BE SPECIFIED, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT MAY BE NOTED DISTANCE OF 500 M IS ONLY AN ESTIMATED DISTANCE. IT MAY VARY TO ANY EXTENT DEPENDING UPON SITE CONDITIONS.

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. THE INSTALLATION AND MAINTENANCE OF THIS SHALL BE DONE BY LICENSED AND EXPERIENCED ELECTRICIAN.

5.7.3

THE CUSTOMER WILL PROVIDE WATER FOR CONSTRUCTION PURPOSE AT A SINGLE POINT FREE OF CHARGE. HOWEVER, TAXES, DUTIES, LEVIES, CHARGES, IF ANY, SHALL BE BORNE BY THE CONTRACTOR. ALL ARRANGEMENTS FOR FURTHER DISTRIBUTION BEYOND THIS POINT HAVE TO BE MADE BY THE CONTRACTOR.

5.7.4

CONTRACTOR SHALL BE WELL EQUIPPED WITH BACK-UP POWER SUPPLY ARRANGEMENT LIKE DG SET AND DIESEL OPERATED WELDING MACHINE ETC. TO TACKLE SITUATIONS ARISING DUE TO FAILURE OF CUSTOMER SUPPLIED POWER, SO AS TO ENSURE CONTINUITY AND COMPLETION OF CRITICAL PROCESSES THAT ARE UNDERWAY AT THE TIME OF POWER FAILURE OR IMPORTANT ACTIVITIES PLANNED IN IMMEDIATE FUTURE.

5.7.5

BHEL IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE CONTRACTOR'S EQUIPMENT AS A RESULT OF VARIATIONS IN VOLTAGE OR FREQUENCY OR INTERRUPTIONS IN POWER SUPPLY.

5.8 RESPONSIBILITIES WITH REGARD TO LABOUR EMPLOYMENT ETC.

REFER CLAUSE 2.8 OF GENERAL CONDITIONS OF CONTRACT ALSO IN THIS REGARD.

5.8.1

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

5.8.2

BHEL / CUSTOMER MAY INSIST FOR 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 / CUSTOMER.

5.8.3

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE GATE PASS FOR ALL HIS EMPLOYEES, T&P ETC FOR ENTERING THE PROJECT PREMISES. 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 PERMITS FOR WORKING BEYOND NORMAL WORKING HOURS.

5.8.4.

CONTRACTOR SHALL PROVIDE AT DIFFERENT ELEVATION SUITABLE ARRANGEMENT FOR URINAL AND DRINKING WATER FACILITY WITH NECESSARY PLUMBING & DISPOSAL ARRANGEMENT INCLUDING

CONSTRUCTION OF SEPTIC TANK. THESE INSTALLATIONS SHALL BE MAINTAINED IN HYGENIC CONDITION AT ALL TIMES.

5.9

IF AT ANY TIME DURING THE EXECUTION OF WORK, IT IS NOTICED THAT THE WORK IS SUFFERING ON ACCOUNT OF NON-AVAILABILITY/SHORTFALL IN PROVISION OF RESOURCES FROM THE CONTRACTOR'S SIDE, BHEL WILL MAKE SUITABLE ALTERNATE ARRANGEMENTS AT THE RISK AND COST OF CONTRACTOR. THE EXPENDITURE INCURRED WITH OVERHEADS THEREON SHALL BE RECOVERED FROM THE CONTRACTOR.

5.10 TAXES, DUTIES, LEVIES

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

5.10.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & 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.

However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

5.10.2 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.

5.10.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) 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.

5.10.4 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.

5.10.5 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.

5.11 SUBMISSION OF PERIODICAL REPORTS

CONTRACTOR SHALL SUBMIT PERIODICAL REPORTS IN RESPECT OF FOLLOWING ASPECTS OF OPERATION:

- 1) CONSUMPTION OF CONSUMABLES LIKE WELDING ELECTRODES, GASES AND PAINTS
- 2) CONSUMPTION OF CONSTRUCTION POWER
- 3) AVAILABILITY AND UTILIZATION OF BHEL'S TOOLS & PLANTS
- 4) AVAILABILITY AND UTILIZATION OF CONTRACTOR'S TOOLS & PLANTS
- 5) DAILY MANPOWER REPORTS
- 6) DAILY PROGRESS REPORTS OF ACTIVITIES & INCIDENTS
- 7) CALIBRATION REPORTS
- 8) RECORDS OF WAGES PAYMENT
- 9) ANY OTHER REPORT/RECORD AS MAY BE SPECIFIED BY BHEL/CLIENT.

SECTION-7 (REV 01 DATED 13.08.2007)

SPECIAL CONDITIONS OF CONTRACT

7.0 OBLIGATIONS OF BHEL

7.1 FACILITIES TO BE PROVIDED BY BHEL

7.1.1 SPACE FOR SITE OFFICE / STORES

REFER SECTION-5 IN THIS REGARD.

7.1.2 CONSTRUCTION POWER & WATER

REFER SECTION-5 IN THIS REGARD.

7.1.3 OTHER MATERIALS AND CONSUMABLES:

BHEL SHALL NOT PROVIDE ANY MATERIAL / CONSUMABLES EXCEPT THOSE SPECIFICALLY MENTIONED AS BHEL SCOPE IN THESE SPECIFICATIONS.

7.1.4 MATERIALS FOR IBR WELDER QUALIFICATION TEST AT SITE

BHEL WILL PROVIDE ONLY THE TUBES/PIPES FREE OF CHARGES FOR PREPARATION OF TEST PIECES FOR CONDUCTING THE SITE QUALIFICATION TEST OF HIGH PRESSURE/ IBR WELDERS. CONTRACTOR SHALL PREPARE THE REQUIRED TEST PIECES FROM SUCH RAW MATERIALS.

CONTRACTOR SHALL ARRANGE ALL THE MATERIALS AND PREPARE TEST COUPONS FOR SITE QUALIFICATION TEST OF ALL OTHER WELDERS.

7.2 FILLER WIRE FOR TIG WELDING AND WELDING ELECTRODES FOR WELDING OF T-91/P-91 MATERIAL TUBES/PIPES

REFER SECTION-5 IN THIS REGARD.

7.3 EQUIPMENTS – TOOLS & PLANTS

BHEL WILL MAKE AVAILABLE T&P LISTED IN THE RELEVANT APPENDIX FREE OF CHARGE. FURTHER DETAILS ARE AS UNDER:

7.3.1 CRANES TO BE PROVIDED BY BHEL

7.3.1.1

BHEL WILL MAKE AVAILABLE THE CRANE (AS PER RELEVANT APPENDIX) FREE OF CHARGE TO THE CONTRACTOR ON SHARING BASIS MAINLY FOR THE PURPOSES ENUMERATED VIDE NOTES IN THE ABOVE REFERRED APPENDIX. BHEL PROVIDED CRANES HAVE TO BE SHARED WITH OTHER AGENCIES / CONTRACTORS OF BHEL. THE ALLOCATION OF CRANES SHALL BE THE DISCRETION OF BHEL ENGINEER, WHICH SHALL BE BINDING ON THE CONTRACTOR.

7.3.1.2

CONTRACTOR SHALL LAY NECESSARY SLEEPER BEDS, BACKFILLING OF APPROACHES WHEREVER NECESSARY FOR SAFE MOVEMENT OF THE CRANES AS DIRECTED BY BHEL. CONTRACTOR SHALL TRANSPORT THE EQUIPMENTS AND COMPONENTS/SUB ASSEMBLIES/ATTACHMENTS OF BHEL EQUIPMENTS TO & FRO BETWEEN BHEL STORES AND SITE.

7.3.1.3

CRANES, INCLUDING THE CRANE HIRED BY BHEL, WILL BE INITIALLY ISSUED IN BASIC ASSEMBLED CONDITION. ANY ALTERATION/ADDITION LIKE BOOM REDUCTION/EXTENSION, ASSEMBLY OF COMPONENTS/SUB-ASSEMBLIES NEEDED FOR MODULATING THE CAPACITY/REACH/OTHER FEATURES OF CRANES AND RESTORATION TO THE STATE AS DIRECTED BY BHEL SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

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7.3.1.4

THE DAY-TO-DAY UPKEEP AND RUNNING MAINTENANCE LIKE FILLING / TOPPING UP OF LUBRICANTS, CHANGING FILTERS ETC, OF BHEL CRANES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SPARES IF ANY, REQUIRED IN NORMAL COURSE WILL BE PROVIDED BY BHEL. MAJOR BREAKDOWNS WILL BE ATTENDED TO BY BHEL. THE CRANES PROVIDED BY BHEL WILL BE WITHDRAWN FOR REGULAR AND CAPITAL MAINTENANCE AS PER THE RESPECTIVE SCHEDULE OF MAINTENANCE. AS FAR AS POSSIBLE SUCH SCHEDULES WILL BE INTIMATED TO THE CONTRACTOR IN ADVANCE AND MAY BE ADJUSTED DEPENDING ON THE WORK REQUIREMENTS AT SITE. HOWEVER NO CLAIM WHATSOEVER WILL BE ENTERTAINED ON ACCOUNT OF NON-AVAILABILITY OF CRANES.

7.3.1.5

CONTRACTOR SHALL PROVIDE THE FUEL FOR ALL THE CRANES. OPERATOR FOR HIRED CRANES WILL BE PROVIDED BY THE CRANE HIRING AGENCY OF BHEL.

7.3.1.6

WHERE THE SERVICES OF THE CRANES PROVIDED BY BHEL ARE TO BE SHARED BY OTHER AGENCIES/ CONTRACTORS OF BHEL, THE CONTRACTOR'S RESPONSIBILITIES DEFINED ABOVE WILL ALSO BE APPORTIONED ACCORDINGLY TO THE BENEFICIARY AGENCY. WORKING ARRANGEMENTS IN THIS REGARD WILL BE DONE AT SITE BY BHEL ENGINEER AND IN ANY CASE HIS DECISION SHALL BE FINAL AND BINDING.

7.4 OTHER T&P

7.4.1

THE RESPONSIBILITIES OF CONTRACTOR DEFINED ABOVE FOR BHEL CRANES SHALL ALSO BE APPLICABLE, MUTATIS – MUTANDIS, IN RESPECT OF OTHER TOOL & PLANTS PROVIDED BY BHEL.

7.4.2

CHEMICAL CLEANING EQUIPMENTS THAT HAVE TO BE USED IN TEMPORARY INSTALLATIONS FOR THE RESPECTIVE PURPOSE HAVE TO BE SERVICED BY THE CONTRACTOR PRIOR TO USE. BHEL WILL PROVIDE NECESSARY SPARES, PACKING ETC FREE OF CHARGE FOR THE SAME. THESE HAVE TO BE RETURNED TO BHEL AFTER DUE SERVICING AND PRESERVATION.

7.4.3

~~DRUM LIFTING KIT i.e. WINCHES, PULLEY ETC HAVE TO BE SERVICED BY THE CONTRACTOR PRIOR TO USE. SPARES, REQUIRED IF ANY, WILL BE PROVIDED BY BHEL FREE OF CHARGE.~~

7.4.4

SPECIAL TOOLS WHICH ARE SUPPLIED BY BHEL AS PART OF MAINTENANCE TOOLS TO BE HANDED OVER TO CUSTOMER UNDER REGULAR DU / DESS NUMBERS IN VARIOUS PRODUCT GROUPS MAY BE ISSUED TO THE CONTRACTOR FREE OF CHARGES FOR SPECIFIC ACTIVITIES, AT THE DISCRETION OF BHEL. CONTRACTOR SHALL RETURN THEM AFTER THE COMPLETION OF THE SPECIFIC ACTIVITY FOR WHICH THE TOOLS WERE SPARED, IN GOOD WORKING ORDER.

7.4.5

LUBRICANTS LIKE ENGINE OIL, CARDIUM COMPOUND, HYDRAULIC OIL, GEAR OIL, GREASE ETC FOR BHEL'S T&P INCLUDING CRANES WILL BE PROVIDED BY BHEL FREE OF CHARGE. SIMILARLY FILTERS FOR CRANES WILL BE PROVIDED FREE OF CHARGE BY BHEL. ALL OTHER CONSUMABLES LIKE COTTON WASTE, CLEANING AGENTS ETC SHALL BE IN THE CONTRACTOR'S SCOPE.

7.4.6

THE CONTRACTOR MUST NOT USE THESE EQUIPMENTS FOR ANY PURPOSE OTHER THAN WHAT THEY ARE INTENDED FOR.

7.4.7

IF THE ABOVE ITEMS ISSUED TO CONTRACTOR ARE FOUND NOT UTILISED / NOT MAINTAINED TO THE SATISFACTION OF BHEL ENGINEER OR MISUSED, THESE WILL BE WITHDRAWN AND NO REPLACEMENT WILL BE DONE FOR SUCH ITEMS.

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7.4.8

REQUIRED TEMPORARY STRUCTURAL STEEL, PIPES & FITTINGS, VALVES FOR DRUM LIFTING, CONDUCT OF HYDRAULIC TEST, CHEMICAL CLEANING / STEAM BLOWING / OIL FLUSHING / ACID CLEANING ETC SHALL BE PROVIDED BY BHEL.

7.5 CHEMICALS, GASES AND LUBRICANTS FOR PRE -COMMISSIONING AND COMMISSIONING

7.5.1

ALL LUBRICANTS AND CHEMICALS REQUIRED FOR TESTING, PRESERVATION, CHEMICAL CLEANING / ACID CLEANING, OIL FLUSHING, AND THE LUBRICANTS FOR TRIAL RUNS OF THE EQUIPMENTS AND TRIAL OPERATION OF THE UNIT WILL BE SUPPLIED BY BHEL FREE OF CHARGES.

SECTION-11 (Rev 01 dated 13.08.2007)

SPECIAL CONDITIONS OF CONTRACT

TIME SCHEDULE, MOBILIZATION, PROGRESS MONITORING, OVER RUN, VARIATION ETC.

11.1 MOBILIZATION, TIME SCHEDULE, CONTRACT PERIOD AND GRACE PERIOD

11.1.1 INITIAL MOBILIZATION FOR MATERIAL HANDLING AND MM SERVICES

CONTRACTOR SHALL MOBILIZE NECESSARY RESOURCES WITHIN SHORTEST POSSIBLE TIME OF ISSUE OF FAX LETTER OF INTENT TO COMMENCE THE MATERIAL HANDLING AND VARIOUS MATERIALS MANAGEMENT SERVICES. SUCH RESOURCES SHALL BE PROGRESSIVELY AUGMENTED TO MATCH THE FLOW OF MATERIALS FROM BHEL MANUFACTURING UNITS.

MATERIAL SUPPLY IS ALREADY COMMENCED FOR BOILER COMPONENTS.

11.1.2 MOBILIZATION FOR ERECTION, TESTING, ASSISTANCE FOR COMMISSIONING ETC.

THE ACTIVITIES FOR ERECTION, TESTING ETC. SHALL BE STARTED AS PER DIRECTIONS OF CONSTRUCTION MANAGER OF BHEL. CONTRACTOR SHALL MOBILISE FURTHER RESOURCES (IN ADDITION TO THOSE REQUIRED FOR ACTIVITIES UNDER CLAUSE No. 11.1.1) AS PER REQUIREMENT TO COMMENCE THE WORK OF ERECTION, TESTING ETC. OF BOILER AND AUXILIARIES AND PROGRESSIVELY AUGMENT THE RESOURCES TO MATCH SCHEDULE OF THE PROJECT.

11.1.3 COMMENCEMENT OF CONTRACT PERIOD AND TENTATIVE SCHEDULE

ERECTION/PLACEMENT ON IT'S DESIGNATED FOUNDATION/LOCATION, OF THE FIRST MAJOR PERMANENT EQUIPMENT/COMPONENT/COLUMN COVERED IN THE SCOPE OF THESE SPECIFICATIONS SHALL BE RECOGNIZED AS "START OF CONTRACT PERIOD". SMALLER ITEMS LIKE PACKER PLATES, SHIMS, ANCHORS, INSERTS ETC. WILL NOT BE CONSIDERED AS START OF CONTRACT PERIOD.

THE CONTRACTOR HAS TO SUBSEQUENTLY AUGMENT HIS RESOURCES IN SUCH AMANNER THAT FOLLOWING MAJOR MILESTONES OF ERECTION & COMMISSION ARE ACHIEVED ON SPECIFIED SCHEDULES:

SN	MAJOR MILESTONE	COMPLETION
01	BOILER DRUM LIFTING	30.12.2007
02	BOILER HYDRAULIC TEST (DRAINABLE)	30.06.2008
03	BOILER HYDRAULIC TEST (NON-DRAINABLE)	30.09.2008
04	BOILER LIGHT UP & ALKALI BOIL OUT	30.10.2008
05	ACID CLEANING COMPLETION (EDTA)	30.11.2008
06	STEAM BLOWING COMPLETION & SAFETY VALVE FLOATING	30.01.2009
07	SYNCHRONIZATION WITH COAL FIRING	28.02.2009

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SN	MAJOR MILESTONE	COMPLETION
08	COAL FIRING	30.03.2009
09	TRIAL OPERATION COMPLETION	30.04.2009
10	STABILIZATION OF THE PLANT OPERATION AND COMPLETION OF ALL FACILITIES	30.09.2009

IN ORDER TO MEET ABOVE SCHEDULE IN GENERAL, AND ANY OTHER INTERMEDIATE TARGETS SET, TO MEET CUSTOMER/PROJECT SCHEDULE REQUIREMENTS, CONTRACTOR SHALL ARRANGE & AUGMENT ALL NECESSARY RESOURCES FROM TIME TO TIME ON THE INSTRUCTIONS OF BHEL.

11.1.2 CONTRACT PERIOD

THE CONTRACT PERIOD FOR COMPLETION OF ENTIRE WORK UNDER SCOPE SHALL BE **25 (TWENTY FIVE) MONTHS** FROM THE "START OF CONTRACT PERIOD" AS SPECIFIED EARLIER.

THE PERIOD FROM THE COMMENCEMENT OF MATERIAL HANDLING & MANAGEMENT AND/OR PREPARATORY WORK FOR ERECTION TILL THE ACTUAL "START OF CONTRACT PERIOD" SHALL NOT BE RECKONED FOR THE ABOVE PURPOSE.

11.1.3 GRACE PERIOD

GRACE PERIOD OF 5 (FIVE) MONTHS BEYOND THE CONTRACT PERIOD OF 25 (TWENTY FIVE) MONTHS MAY BE PROVIDED FOR THIS CONTRACT AT THE DISCRETION OF BHEL.

11.1.4 CONSEQUENCE OF DELAY

IT MAY BE NOTED THAT IN THE EVENT DELAY IN COMPLETION IS ATTRIBUTABLE TO THE CONTRACTOR AND LEADS TO IMPOSITION OF LIQUIDATED DAMAGES BY BHEL'S CLIENT, BHEL WILL IMPOSE LD ON THE CONTRACTOR AS PER GCC.

11.2 PROGRESS MONITORING, CONTRACT EXTENSION AND OVERRUN

11.2.1 PROGRESS MONITORING

PROGRESS WILL BE REVIEWED PERIODICALLY (DAILY/WEEKLY/MONTHLY) INCLUDING MONTH END REVIEW VIS-A-VIS THE PLANS DRAWN AS ABOVE. THE CONTRACTOR SHALL SUBMIT PERIODICAL PROGRESS REPORTS AND OTHER REPORTS/INFORMATION INCLUDING MANPOWER, CONSUMABLES ETC AS DESIRED BY BHEL.

11.2.2 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. 11.2.1 ABOVE WILL BE MADE CONSIDERING THE AVAILABILITY OF COMPONENTS TO BE ERECTED 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) ERECTION / COMMISSIONING PROGRAMME NOT ACHIEVED OWING TO NON-AVAILABILITY OF FRONTS.
- B) ERECTION / COMMISSIONING PROGRAMME NOT ACHIEVED OWING TO NON-AVAILABILITY OF MATERIALS.

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- C) ERECTION/COMMISSIONING PROGRAMME 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) ERECTION / COMMISSIONING PROGRAMME NOT ACHIEVED DUE TO ANY OTHER REASONS NOT ATTRIBUTABLE TO THE CONTRACTOR.

11.2.3 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.

11.2.4

A JOINT PROGRAMME SHALL BE DRAWN FOR THE WORK TO BE COMPLETED DURING THE EXTENDED CONTRACT PERIOD. REVIEW OF THE PROGRAM AND RECORD OF SHORTFALL AS DESCRIBE VIDE CLAUSE NO. 11.2.2 SHALL BE DONE DURING THE EXTENDED PERIOD. THE OVER RUN CHARGES WILL BE PAID IN PROPORTION TO THE ACHIEVEMENT OF THE RESPECTIVE MONTH VIS-À-VIS THE PLAN FOR THE MONTH (FOR ASSESSING THE PERFORMANCE, THE AGREED PLAN SHALL BE REDUCED BY SHORTFALL ATTRIBUTABLE TO THE BHEL). BHEL MAY DISALLOW CONTRACTOR'S CLAIM FOR OVER RUN CHARGES IF THE MONTHLY PROGRAMME AS MENTIONED IN THESE SPECIFICATIONS ARE NOT MADE BY HIM.

11.2.5

THE PART OF EXTENSION ATTRIBUTABLE TO THE CONTRACTOR, IF ANY, IN TOTAL CONTRACT EXTENSION SHALL BE EXHAUSTED FIRST i.e., IMMEDIATELY AFTER END OF GRACE PERIOD. THIS SHALL BE FOLLOWED BY THE EXTENSION ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF ANY, AND LASTLY ON ACCOUNT OF BHEL.

11.2.6 OVERRUN COMPENSATION

IF THE CONTRACT IS EXTENDED BEYOND THE CONTRACT AND GRACE PERIOD FOR ANY REASON OTHER THAN THOSE ATTRIBUTABLE TO THE CONTRACTOR OR FORCE MAJEURE CONDITIONS, THE CONTRACTOR WILL BE COMPENSATED BY PAYMENT OF OVERRUN CHARGES AT THE RATE OF RS.1,00,000/- (RUPEES ONE LAKH ONLY) PER MONTH. OVERRUN COMPENSATION WILL BE PAID FOR THE EXTENSION ATTRIBUTABLE TO BHEL ONLY. **NO OVERRUN COMPENSATION SHALL BE PAYABLE FOR THE EXTENSION OF CONTRACT ON ACCOUNT OF MATERIAL HANDLING/MATERIAL MANAGEMENT, REASONS OF DELAY OF ERECTION & COMMNG. WORKS ATTRIBUTABLE TO CONTRACTOR AND/OR FORCE MAJEURE CONDITIONS.** OVERRUN COMPENSATION FOR ELIGIBLE PERIOD SHALL BE IN PROPORTION TO THE PROGRESS ACHIEVED AGAINST THE PLAN FOR RESPECTIVE PERIOD.

11.3 PRICE VARIATION

AGREED ITEM RATES OR RATE SCHEDULE SHALL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD AND EXTENSIONS THEREOF. NO PRICE VARIATION/ADJUSTMENT SHALL BE APPLICABLE FOR THIS CONTRACT.

11.4 CONTRACT VARIATIONS

11.4.1 VARIATION IN WEIGHT/QUANTITIES

WEIGHT OF VARIOUS EQUIPMENTS, QUANTITIES OF VARIOUS ITEMS OF WORK COVERED UNDER THESE SPECIFICATIONS AND INDICATED IN RELEVANT APPENDICES FOR ERECTION & COMMISSIONING AND MATERIAL HANDLING/MATERIAL MANAGEMENT SERVICES ARE LIKELY TO VARY. FOR ANY UPWARD OR DOWNWARD VARIATION IN THE QUANTITIES, THE RATES

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ACCEPTED SHALL BE APPLICABLE WITHOUT ANY VARIATION. PAYMENT WILL BE MADE BY BHEL FOR THE ACTUAL EXECUTED QUANTITY OF RESPECTIVE ITEM AS CERTIFIED BY BHEL ENGINEERS.

FOR THE PURPOSE OF PAYMENT FOR MATERIAL HANDLING AND MATERIAL MANAGEMENT SERVICES, GROSS WEIGHT HANDLED INCLUDING WEIGHT OF PACKING WILL BE TAKEN INTO ACCOUNT. GENERALLY WEIGHT INDICATED IN LR/RR/LWB WILL BE TAKEN FOR THIS PURPOSE. IN CASE WEIGHT INDICATED ON LWB IS 'FTL' OR 'FIXED', THE WEIGHT SHALL BE ASSESSED BY BHEL IN ACCORDANCE TO RELEVANT STANDARDS AND PAID ACCORDINGLY WHICH SHALL BE FINAL/BINDING ON CONTRACTOR.

11.4.2 VARIATION IN SITE WELD JOINT QUANTITIES

THE INDICATIVE QUANTITIES OF SITE WELD JOINTS ARE FURNISHED IN RELEVANT APPENDIX. HOWEVER, FOR ANY VARIATION IN THESE QUANTITIES, NO ADDITIONAL PAYMENT/COMPENSATION IS ENVISAGED IN THIS CONTRACT.

11.5 RECIEPT OF MATERIAL TRANSPORTED BY RAIL

THE RATE SCHEDULE INVITED IN OFFER ARE FOR UNLOADING, STACKING VARIFICATION ETC OF MATERIALS RECEIVED TRANSPORTED BY ROAD, AS MOST OF THE MATERIALS ARE EXPECTED TO BE RECEIVED BY ROAD ON DOOR DELIVERY BASIS. HOWEVER, AT ANY STAGE, IN CASE RAILS RECEIVE SOME MATERIALS, ALL THE CONDITIONS SPECIFIED IN THESE SPECIFICATIONS SHALL BE APPLICABLE MUTATIS-MUTANDIS ON THE CONTRACTOR. THE WORK WILL INVOLVE RECIEPT, UNLOADING AT RAILWAY SIDING, VERIFICATION, TRANSPORTATION TO STORAGE YARD/ STORES/SITE, UNLOADING, VERIFICATION AND STAKING ETC. FOR PAYMENT IN RESPECT SUCH CONSIGNMENTS THE APPLICABLE RATE WILL BE 150% (1 ½ TIMES) OF ACCEPTED UNIT RATE APPLICABLE FOR HANDLING OF MATERIALS RECEIVED BY ROAD (**i.e. ITEM NO. A.1 OF RATE SCHEDULE**). NO OTHER PAYMENT IS ENVISAGED FOR SUCH RECEIPTS. THE TERMS OF PAYMENT DEFINED UNDER SECTION-12 SHALL ALSO BE APPLICABLE FOR RAIL RECEIPTS AS ABOVE.

11.6 INTEREST BEARING ADVANCE

(A) ON SPECIFIC REQUEST OF CONTRACTOR, BHEL AT ITS DISCRETION MAY PROVIDE AN INTEREST BEARING ADVANCE OF AN AMOUNT LIMITED TO 5% OF THE AWARD VALUE. APPLICABLE INTEREST RATE SHALL BE @ **13.5%** PER ANNUM ON MONTHLY REST REDUCING BALANCE BASIS. SUCH AN ADVANCE WILL BE PAID AFTER RECEIPT & ACCEPTANCE OF BANK GUARANTEE FOR THE AMOUNT OF ADVANCE SOUGHT. THIS BANK GUARANTEE SHALL BE KEPT VALID FOR SUFFICIENT PERIOD, WITH TIMELY RENEWALS IF NEED BE, TILL THE ENTIRE LOAN AMOUNT IS RECOVERED.

(B) THE ADVANCE THUS PROVIDED SHALL BE RECOVERED @10% (OR SUITABLE HIGHER RATE) OF THE ADMITTED RUNNING BILL AMOUNT FROM THE FIRST APPLICABLE RUNNING BILL ONWARDS.

(C) OUT OF ABOVE ADVANCE AN AMOUNT OF Rs. 20 (TWENTY) LAKHS ONLY WILL BE PAID FOR A SPECIFIC PURPOSE i.e. ON COMMISSIONING OF AND MAKING OPERATIONAL THE 1MT CAPACITY TEMPORARY PASSENGER QJM GOODS ELEVATOR WHICH IS TO BE DEPLOYED BY THE CONTRACTOR AS PART OF HIS T&P FOR THIS WORK.

11.7 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.

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SECTION- 14 (Rev 01 Dated 13.08.2007)

SPECIAL CONDITIONS OF CONTRACT

14.0 Insurance

14.1 Marine, Storage cum Erection (MCE) Insurance and Repairing Damages

14.1.1

BHEL/client has an MCE insurance cover, inter-alia, for all the permanent project equipments/components supplied by BHEL under scope of this work by way of a transit and storage cum erection policy covering liability against damages/ losses etc.

14.2 Reporting Damages and Carrying out Repairs

14.2.1

Checking all components/equipments at siding/site and reporting to transporter and /or insurance authorities of any damages/losses will be done by BHEL.

14.2.2

Contractor shall render all help to BHEL in inspection including handling, re-stacking etc, assessing and preparing estimates for repairs of components damaged during transit, storage and erection, commissioning and preparing estimates for fabrication of materials lost/damaged during transit, storage and erection. Contractor shall help BHEL to furnish all the data required by railways, insurance company or their surveyors.

14.2.3

Contractor shall report to BHEL in writing any damages to equipments/ components on receipt, storing, and during drawl of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.

14.2.4

Contractor shall carry out fabrication of any material lost/damaged as per instructions from BHEL engineer.

14.2.5

BHEL, however, retains the right to award or not to award to the contractor any of the rectification/rework/repairs of damages and also fabrication of components.

14.2.6

All the repairs/rectification/rework of damages and fabrication of materials lost, if any, shall be carried out by a separately identifiable gang for certification of man-hours. Daily log sheets should be maintained for each work separately and should be signed by contractor's representative and BHEL engineer. Signing of log sheets does not necessarily mean the acceptance of these as extra works.

14.2.7

All rectification, repairs, rework and fabrication of components lost, which are minor and incidental to erection work (consuming not more than 100 man-hours on each occasion) shall be treated as part of work without any extra cost.

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14.2.8

Insurance cover under this policy will generally be as per clauses 2.10.1 to 2.10.4 of General Conditions of Contract unless and otherwise specified differently in the Special Conditions.

14.2.9

In case the loss/damage is not attributable to the contractor, Payments of all extra works on account of repair / rectification / reworks of damages and fabrication of materials lost will be as per provisions of Section-13 of SCC.

14.2.10

In case the repairs/rectification/rework and fabrication of materials lost, the work has been done by more than one agency including the contractor, the payment towards extra charges will be on pro-rata basis and the decision of BHEL in this regard is final and binding on the contractor.

14.2.11

In case of theft / damage / loss of materials due to **repeated/continued instances of negligence/failure** attributable to the contractor, the expenses incurred on account of repair/ replacement of such components including BHEL's overhead expenses as applicable (presently @ 30%) in excess of the amount realized from the underwriters, if any, shall be recovered from the contractor. Recovery will be limited to Normal Deductible Franchise (DF)/Excess as per applicable Insurance (TAC) tariff guidelines for every incidence of loss/damage.

14.2.12

In case any insurance claim does not become tenable due to **willful** negligence/damage/loss attributable to the contractor, the total cost of repair/replacement including BHEL overhead expenses shall be recovered from the contractor.

14.3 Insurance by the Contractor and Indemnification of BHEL

14.3.1

BHEL has taken 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 specification. However, the bidder 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 bidders' specific attention is also invited to clause 2.10 of General Conditions of Contract.

14.3.2

Contractor shall obtain suitable statutory as well as non-statutory insurance policies for all the properties belonging to him and also for his personnel deployed at project for execution of the contract work.

APPENDIX III (REV 01 Dated 13.08.2007)

LIST OF T&Ps TO BE MADE AVAILABLE BY BHEL FREE OF CHARGES

TOOLS AND PLANTS TO BE PROVIDED BY BHEL FREE OF HIRE CHARGES ON SHARING BASIS

SN	DESCRIPTION OF T&P	QUANTITY	REMARKS
01	300 T CRAWLER CRANE	01	THIS WILL BE HIRED BY BHEL. REFER NOTE -1 TO 6 BELOW FOR USAGE.
02	INDUCTION HEATING M/C	As required	FOR DETAILS REFER CLAUSE NO. 4.4.2.7
03	HUCK BOLTING MACHINE COMPLETE SET	As required	FOR HUCK BOLTING OF SHOCK BARS AND SHOCK PADS.
04	AIR LEAK TEST EQUIPMENTS WITH ALL AUXILIARIES	01 SET	FOR AIR LEAK TEST OF ESP AND DUCTING.

NOTES:

- 1 THIS CRANE OF 300 T CAPACITY WILL BE MADE AVAILABLE FROM THE END OF SECOND MONTH OF START OF BOILER ERECTION AND WILL BE AVAILABLE FOR MAIN BOILER SUPPORTING STRUCTURES INCLUDING CEILING GIRDERS, WELDED BEAMS ETC. THE CRANE WILL BE DEPLOYED FOR A SUITABLE PERIOD TILL COMPLETION OF ERECTION OF ABOVE MENTIONED ITEMS.
- 2 THE CRANE WILL ALSO BE MADE AVAILABLE FOR ERECTION OF STRUCTURES AND EQUIPMENTS RESTING / SUPPORTED ON THE CEILING GIRDERS SUCH AS ROOF STRUCTURES, SILENCERS ETC DURING THE DEPLOYMENT PERIOD OF THE CRANE. CONTRACTOR SHALL MAKE NECESSARY ARRANGEMENTS WITHIN THE QUOTED RATES FOR ERECTION OF SUCH STRUCTURES, EQUIPMENTS BEYOND THE DEPLOYMENT PERIOD OF THE CRANE.
- 3 OPERATORS FOR THE HIRED CRANE WILL BE PROVIDED BY THE CRANE PROVIDER.
- 4 CONTRACTOR SHALL PROVIDE FUEL FOR THE CRANE FOR CONTRACTOR'S USE.
- 5 ALSO REFER SECTION -7 OF SPECIAL CONDITIONS OF CONTRACT.
- 6 THIS CRANE SHALL BE SHARED WITH OTHER AGENCIES / CONTRACTORS OF BHEL. ALLOCATION OF CRANE SHALL BE THE DISCRETION OF BHEL ENGINEER, WHICH SHALL BE BINDING ON THE CONTRACTOR.

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APPENDIX IV (REV 01 Dated 13.08.2007)

LIST OF MAJOR T&Ps TO BE DEPLOYED BY THE CONTRACTOR

A: TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR

S N	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY
1	CRAWLER CRANE	75 T	01 No. -TO BE DEPLOYED FROM 1 ST MONTH.
2	CRAWLER CRANE	100-150 T	01 NO. TO BE DEPLOYED FROM 2 ND MONTH
3	CRAWLER CRANE / TYRE MOUNTED CRANE	18 T	01 Nos
4	PICK & CARRY MOBILE CRANE	8-12 T	04 NOs
5	PASSENGER CUM GOODS ELEVATOR	1 T	01 NO within 1 month of Drum lifting
6	STRAND AND JACK SET UP FOR LIFTING OF BOILER DRUM	SUITABLE	1 SET
7	TRAILER WITH HORSE (ATLEAST 1 NO. TO HANDLE UPTO 50 T LOAD)	OF ADEQUATE CAP	01
8	TRAILER WITH HORSE (20 MT CAP)		02
9	AIR COMPRESSOR (ELECTRIC/DIESEL) – 7 Kg/cm ²	140 CFM	01
10	TIG WELDING SET	-	AS REQUIRED
11	3 Ph DISTRIBUTION BOARD WITH COMPLETE SET UP FOR DRAWL OF CONSTRUCTION POWER	600 Amp, 415 Volt	AS PER REQMT
12	PRE HEATING / STRESS RELIEVING SET (HEATING CONTROL PANEL, CABLES, HEATING ELEMENTS ETC)	AS PER REQUIREMENT	AS REQUIRED
13	RADIOGRAPHY ARRANGEMENT INCLUDING THE SOURCE	IR 192 / COBALT 60	AS REQUIRED
14	THEODOLITE OF REQUIRED ACCURACY	-	02No.
15	SELF DRILLING CUM TAPPING MACHINE FOR SCREWS OF FLOOR GRILL & BOILER ROOF SHEETS	-	02 Nos.
16	ARRANGEMENT FOR UT OF HIGHER THICKNESS JOINTS WITH RECORDING FACILITY.	TYPE USN 50 OR EQUAVALANT/ UPGRADED TYPE	01 SET
17	ELECTRO-HYDRAULIC PIPE BENDING MACHINE	2" Nb X 12 mm THICK PIPES	01 Nos.
18	HYDRAULIC PIPE BENDING MACHINE	UP TO 50 mm Nb PIPES	02 Nos.

S N	DESCRIPTION OF EQUIPMENTS	CAPACITY (MINIMUM)	MINIMUM QUANTITY
19	WELDING GENERATOR (ELECTRIC & DIESEL)	300 AMPS	AS REQUIRED
20	RADIOGRAPHY FILM VIEWER	HI INTENSITY	2 NOS.
21	ELECTRIC CABLE FOR DRAWAL & DISTRIBUTION OF CONSTRUCTION POWER	AS PER SITE REQUIREMENT	AS PER SITE REQUIREMENT
22	BAKING OVEN AND HOLDING OVEN WITH THERMOSTAT AND TEMPERATURE GAUGE FOR BAKING COATED WELDING ELECTRODES	AS PER REQUIREMENT	02 EACH
23	PORTABLE OVEN FOR COATED WELDING ELECTRODES	AS PER SITE REQUIREMENT	40
24	ACID CIRCULATION PUMPS WITH DRIVE MOTORS, STAR-DELTA STARTER PANEL, :	150 M³, 120 – 150M WC, TO HANDLE ACID SOLUTION, OPR TEMP 80 DEG CEL, WITH 90 KW, 3000 RPM, 150 AMPS MOTOR	3 NOS.
25	ELECTRIC MOTOR DRIVEN HYDRAULIC TEST PUMP WITH DRIVE AND STARTER ETC.	400 Kg/Cm ² 600 Kg/Cm ²	1 NO. 1 NO.
26	WOODEN/CONCRETE SLEEPERS	ASSORTED SIZES –6' LENGTH	8,000 Nos
27	SLINGS, 'D'-SHACKLES, HYDRAULIC JACKS, ETC.	AS REQUIRED	AS REQUIRED

B: MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE; SHALL MEET THE REQUIREMENTS AS PER FIELD QUALITY PLAN AND OTHER ERECTION, TESTING RELATED ACTIVITIES.

NOTE-1:

TENTATIVE DEPLOYMENT SCHEDULE WHEREVER INDICATED HEREIN FOR MAJOR T&Ps LIKE CRANE AND ELEVATOR IS FOR GUIDANCE PURPOSE ONLY. ACTUAL DEPLOYMENT SCHEDULE FOR THESE (SL NO 1 TO 6) SHALL BE AS PER THE ADVICE OF BHEL SITE ENGINEER, BASED ON PROJECT REQUIREMENTS.

NOTE-2

THE LIST INDICATED ABOVE IS ONLY INDICATIVE AND NOT EXHAUSTIVE. CONTRACTOR SHALL DEPLOY ALL OTHER T&P AND MMD AS WELL THAT ARE NECESSARY FOR PROPER EXECUTION OF WORK UNDER ERECTION & COMMISSIONING OF BOILER & AUX, MATERIAL HANDLING AND MATERIAL MANAGEMENT SERVICES SCOPE OF WORKS.

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