

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 1 OF 17 |

**These technical conditions shall be construed as part of tender document and shall be read along with General Conditions of Contract. In case of any conflict or inconsistency between the general and these technical conditions, the same shall be brought out by the bidder in writing to BHEL for clarification during pre-bid discussions; failing which most stringent interpretation / clause in favor of BHEL shall be adopted and the same shall be binding to the contractor.**

| CLAUSE NO | DESCRIPTION  |
|-----------|--|
| 1.0       | <p><b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b></p> <p>1X250 MW NSPCL Rourkela PP-II expansion EPC Package, is located at Rourkela in the district of Sundargarh, Odisha state, India.</p> <p>The Bidder shall acquaint himself by a visit to the site, if felt necessary, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on the Owner. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder</p> <p>The nearest town is Rourkela. The site is well Connected by road of NH 23 through a link road from a road junction at Panposh located approx. 10KM from proposed site.</p> <p>Nearest railway station is Rourkela one KM from proposed site on Howrah-Mumbai main line (Electrified Double track, Broad Gauge) from the plant site.</p> <p>Nearest airport is Ranchi Airport, Jharkhand which is about 170KM by rail and 215 KM by road from the proposed site.</p> <p>It is essential that the bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given hereunder is for general guidance and shall not be contractually binding on the/ BHEL. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.</p> |
| 2.0       | <p><b>SITE VISIT</b></p> <p>Contractor should visit 1x250 MW Rourkela PP-II Expansion project site, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.</p>  |
| 3.0       | <b>SCOPE OF WORK</b>   |
| 3.1       | The scope of works covers balance work for readiness of toilets in CHP MCC-2, AHP MCC-1, Silo MCC, HCSD P/H, Silo utility building and other CHP-AHP area at 1x250 MW Rourkela PP-II expansion project, Odisha including supply (Other than those being supplied by BHEL), labour, tools and plants etc all complete.  |
| 3.2       | Any buried pipe/ cable coming in the working fronts are to be removed safely by the contractor at no extra cost to BHEL.   |
| 3.3       | Mix design for all concreting may be carried out either at site or from a reputed institute; contractor has to ensure adding of admixture and minimizing of cement content in line with IS 456.  |
| 3.4       | The work to be performed under this specification consists of providing all labour, materials, consumables, equipment, temporary works, temporary storage sheds for contractors own use, temporary colony for labour and staff, temporary site offices, constructional plant's transportation/handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.   |
| 3.5       | Bidder may tie up with available testing facilities within the plant premises for testing of Cement & Concrete cubes. Bidder may ensure submission of all relevant BIS certificates/ documents against supplied materials.   |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 2 OF 17 |

|     |   |
|-----|---|
| 3.6 | All quality standards, tolerances, welding standards & other technical requirements shall be strictly adhered to. The Bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.   |
| 4.0 | <b>DEVIATIONS/CLARIFICATIONS</b><br>The bidder is required to submit with his offer in the relevant schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any / all deviations submitted after opening of the bid. |
| 5.0 | <b>DEWATERING</b><br>Contractor shall ensure at all times that his work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.  |
| 6.0 | <b>LAND</b>   |
| 6.1 | Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability.  |
| 6.2 | Land for labour colony shall not be provided by BHEL/NSPCL. The contractor should arrange the required land for construction of temporary labour colony. The contractor to construct temporary labour colony/ hutment as per his requirements after obtaining approval of formalities from statutory body.  |
| 6.3 | The contractor will be responsible for handing back all lands, as handed over to him by BHEL/NSPCL.   |
| 6.4 | Area within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost.  |
| 7.0 | <b>WATER</b>  |
| 7.1 | BHEL will provide construction as well as drinking water at two point each, within 1000 m from given work premises, free of cost to the contractor.   |
| 7.2 | Further necessary network for construction & drinking water system shall be done by the bidder at his own cost.   |
| 7.3 | Contractor should arrange on their own, drinking water in their labour colony.  |
| 7.4 | BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water for which no separate payment shall be made by BHEL.  |
| 7.5 | Contractor will have to arrange for storage of water to meet the day-to-day requirement. Bidder will ensure adequate supply of construction water to meet the requirement of water during major concreting.   |
| 7.6 | The availability of water (construction as well as drinking) in Rourkela project may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary measure towards preservation of water.   |
| 8.0 | <b>ELECTRICITY</b>  |
| 8.1 | <b>CONSTRUCTION POWER &amp; GENERAL ILLUMINATION NETWORK:-</b><br><br>BHEL Shall Provide Construction Power free of charge at 415V level at one points (within 500 M from his workplace), bidder has to make his own distribution arrangement to draw   |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 3 OF 17 |

|             |   |
|-------------|---|
|             | <p>electricity.</p> <p>Power for contractor's site office and stores shall also be free of charges.</p> <p><b>GENERAL:-</b><br/>         If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock &amp; key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.<br/>         In case the chimney is in the scope of the bidder; it is a mandatory requirement that DG set of adequate capacity to be installed for chimney passenger lift operation as a stand-by arrangement.</p> |
| 8.2         | The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.  |
| 8.3         | The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.  |
| 8.4         | Bidder will have to arrange sufficient illumination at their own work areas.  |
| 8.5         | The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.  |
| 8.6         | The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.   |
| 8.7         | Though the construction power for site office/store is provided free of charge, it is the responsibility of the vendor to ensure efficient utilization of the electricity. Suitable audit shall be carried out jointly by BHEL & vendor on a periodic basis to ensure the same. In case at any point of time it is found that construction power is being used inefficiently or for any other purpose than the intended use, the vendor will be suitably penalized as per the provision of the contract. The maximum penalty that can be imposed on the vendor shall be limited to one month's electricity charges (as will be obtained from the energy meter at drawal point) per incident of inefficient use or misuse.   |
| <b>9.0</b>  | <b>CONSUMABLE</b>   |
| 9.1         | All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.  |
| 9.2         | All consumables to be used for the job shall have to be approved by NSPCL/ BHEL prior to use.   |
| 9.3         | In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.  |
| <b>10.0</b> | <b>TEST CERTIFICATES</b>  |
|             | Necessary test certificates of all materials supplied by contractor are to be produced to BHEL prior to use of those materials.   |
| <b>11.0</b> | <b>IMTE</b>   |
|             | The contractor shall ensure deployment of reliable and calibrated instrument, measuring, and test Equipment (IMTE). The IMTE shall have test calibration certificate from authorized / Govt approved agencies. The contractor shall also keep provision of alternate engagement for such IMTE so that the work does not suffer when a particular IMTE is  |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 4 OF 17 |

|             |  |
|-------------|--|
|             | sent for calibration. Re-testing/ re-calibration shall also be arranged by the contractor at their own cost at regular interval during the period of use as advised by BHEL.   |
| <b>12.0</b> | <b>QUALITY CONTROL &amp; QUALITY ASSURANCE</b>   |
|             | Contractor's Engineers and supervisors shall be adequately qualified and also inclined to do a quality job. The quality assurance Engineer shall co-ordinate all aspects of quality control, inspection, implementation of quality assurance procedures laid down in Quality Plan and technical specification by BHEL. He shall fill up quality assurance log sheets / formats and submit to BHEL for joint inspection and acceptance. The contractor shall fill up, maintain & preserve the quality records in computerized media. NSPCL/BHEL's authorized representative shall be given free access at all time to such quality related records etc. for inspection, review etc. |
| <b>13.0</b> | <b>HEALTH, SAFETY &amp; ENVIRONMENT</b>  |
| 13.1        | Contractor to ensure all extant safety norms including statutory requirement of NSPCL Rourkela project are complied with at all times. In case of any dispute regarding compliance and / or implementation of HSE matters decision of BHEL site management will be final.  |
| <b>14.0</b> | <b>PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT</b>   |
|             | To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates.  |
| <b>14.1</b> | <b>PLANNING &amp; MONITORING</b>   |
| 14.1.1      | The bidder shall prepare detail construction schedule (L-3) as per completion dates given in this document. This schedule must include all milestone and key activities for each subsystem/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), excavation/ construction/ erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL.  |
| <b>14.2</b> | <b>PROGRESS REPORTING</b>  |
| 14.2.1      | The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (gases/electrodes) report and other reports as per pro-forma considered necessary by the BHEL. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.  |
| 14.2.2      | The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.  |
| 14.2.3      | The daily work force reports shall clearly indicate the work force deployed, category-wise specifying also the activities in which they are engaged.   |
| 14.2.4      | Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/revise his work program to meet the overall requirement.   |
| 14.2.5      | Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Calcutta/site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.   |
| 14.2.6      | Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in CD (as per requirement) and handed over to BHEL as per requirement  |
| <b>14.3</b> | <b>SITE ORGANIZATION</b>   |
| 14.3.1      | The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart  |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 5 OF 17 |

|             |  |                    |
|-------------|--|--------------------|
|             | (showing the name of SITE-IN-CHARGE) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.   |                    |
| 14.3.2      | Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc.  |                    |
| 14.3.2.1    | Qualified safety officers with assistants (exclusive for safety supervision for project jobs).   | Stuart– One nos.   |
| 14.3.2.2    | Experienced Site In charge   | One no's           |
| 14.3.2.3    | Engineering Supervision Staff  | As per Requirement |
| 14.3.3      | Deputation of above man-power shall be jointly decided at site in line with construction schedule. Along with supporting technical staff like electrician and other equipment maintenance staff  |                    |
| 14.3.4      | Adequate representative for other functions like store & purchase, material management, planning, fin, admin are to be provided as per site requirement and not considered above.  |                    |
| 14.3.5      | BHEL reserves the right to reject or approve the list of personnel proposed by the contractor.   |                    |
| 14.3.6      | The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.  |                    |
| <b>15.0</b> | <b>TEST CERTIFICATE FOR T&amp;P</b>  |                    |
|             | All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid / latest test certificates for their suitability, and the documents shall be preserved at site.<br>In case of expiry of validity of any such test certificate during construction, the contractor shall arrange for revalidation of the same well in advance, so that the construction activities do not suffer on account of non-availability of such Test certificates.<br>The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL. |                    |
| <b>16.0</b> | <b>T&amp;P TO BE PROVIDED BY BHEL</b>  |                    |
| 16.1        | All the tools and plants required for execution of the above work are in contractor's scope.   |                    |
| <b>17.0</b> | <b>MATERIAL HANDLING (BHEL ISSUED MATERIAL)</b>  |                    |
|             | <b>Note: Following Clauses for free issue of cement and steel hereunder shall not be applicable for factory manufactured items (not done at site).</b>   |                    |
| 17.1        | Cement, Reinforcement (TMT bar) earthing MS rod, structural steel (MS plate/ ISMB/ channel/ angle/chequered plate/ stainless steel plate/liner) only will be issued free of cost by BHEL for use in the work covered in this contract. All other materials required for proper completion of job shall be provided by contractor and quoted rates shall be inclusive of this.  |                    |
| 17.2        | Consignment of cement & steel will be directly issued to the contractor as received by BHEL, on weighment basis from its supplier, as per delivery challan of supplier.  |                    |
| 17.3        | Handling of steel and cement including its unloading will be in vendor's scope for which no separate payment will be given by BHEL.  |                    |
| 17.4        | It would be the responsibility of the contractor to keep in constant contact with BHEL/ site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck/ trailer for transportation of above materials by BHEL's supplier, as necessary. The lorry, truck way bill for the consignment as shall be received by BHEL would be handed over to the contractor immediately for unloading of materials including all arrangement for necessary gate passes etc. All arrangement for necessary gate passes etc shall be the responsibility of contractor.  |                    |
| 17.5        | Payment of all demurrages that may result due to contractor's fault/ delay would be the responsibility of the contractor. If BHEL have to make payment of demurrage together with freight, the amount so paid as demurrages for the reasons stated above, shall be recovered from the bills of the contractor. The decision of BHEL's engineer in this regard will be final and binding on the contractor. However the contractor has to clear all such  |                    |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 6 OF 17 |

|       |   |
|-------|---|
|       | charges, if any in this regard and complete the job without waiting for BHEL's decision.  |
| 17.6  | It would be the responsibility of the contractor to sign on the delivery book acknowledgement slip of supplier/ transport authorities etc.  |
| 17.7  | Consignments coming on Sundays and holidays are also required to be handled/unloaded by the contractor. Since the offices and stores will probably remain closed on such days, it will be the responsibility of the contractor to contact BHEL engineers at their residence and obtain instructions.  |
| 17.8  | Since the consignments are expected to arrive during any time of the day or night, contractor shall have, his workmen round the clock at site as well as other places as required to unload the materials immediately on arrival.   |
| 17.9  | Unloading of materials at the storage yard or at places designated by BHEL, stacking & restacking, shifting & resifting, using contractor's own cranes, trailers and other equipment's with the valid road permit for their operation, unloading and stacking etc shall be responsibility of the contractor under this contract. All materials/equipment's shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete sleepers/ wooden sleepers as required for stacking the materials shall be arranged by contractor (successful bidder of this package). All other material handling equipment's like winches, d-shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, trailers etc required for such material handling of steel, cements etc shall be arranged by contractor within quoted/accepted rates.   |
| 17.10 | It will be the responsibility of the contractor to submit computerized account of all such consignments of materials received by them, daily to BHEL.   |
| 17.11 | BHEL reserve the right to recover from the contractor any loss arising out of damage/ theft or any other causes of the materials issued to him at any point.  |
| 17.12 | <p>Open land (very limited space) for storage shall be provided by BHEL on free of cost basis as per availability.</p> <p>If required Batching plant area shall be provided within plant premises and you shall make use of the area for installation and operation of the Batching Plant at your own cost. Alternate bidder may arrange concrete from any establish RMC supplier within RSP plant premises. Portable concrete mixture machine can be used with prior permission from BHEL/Customer for small concreting job.</p> <p>You shall make complete arrangement of necessary security personnel, to safeguard all such materials in your custody. Materials issued will be used only for construction of permanent work. You shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.</p> <p>Contractor shall also remove grass, bushes, trees etc. wherever required off the land provided to him and shall make proper continuous up-keepment of the open yard/ land by removing grass, bushes trees etc and same is included under the scope of his work &amp; no extra payment shall be made to the contractor in this regard.</p> |
| 17.13 | The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material.   |
| 17.14 | Clotting of cement and excessive rusting of steel must be avoided. In case, due to any cause attributable to the contractor, such clotting of and/ or rusting of steel occur rendering the same unusable, then such quantity of cement/ steel shall be recovered from the interim payment at the penal rate specified in the tender.  |
| 17.15 | No material shall be issued to the contractor except as those indicated above, i.e. cement and steel unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality as acceptable to BHEL.   |
| 17.16 | The contractor shall maintain proper store account for all the BHEL issued materials and shall give three copies of monthly computerised reconciliation statement of such account to the BHEL.  |
| 17.17 | Contractor shall carry out in complete association with BHEL, material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus/ scrap material returned etc. These functions shall also be carried   |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 7 OF 17 |

|             |  |
|-------------|--|
|             | out through computerised system utilizing suitable software. Contractor shall provide experienced software personnel to associate on dedicated basis for efficient discharge of the same.  |
| 17.18       | The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL.  |
| 17.19       | BHEL issued materials shall not under any circumstances be taken out of the project site unless otherwise permitted by BHEL.   |
| 17.20       | All the necessary lifting tackles, cranes, hydra, tools & plants including tractors, trailers, trucks, pulley blocks, jacks, winches, wire ropes etc, of suitable capacities and other equipment's incidental to carry out this work shall have to be arranged by the contractor at his cost. BHEL engineer reserves the right to inspect lifting tackles and equipment before allowing their use. Such approval however shall not relieve the responsibility of the contractor to ensure safe handling of equipment taking the precautions to avoid any accident and damage to other equipment and personnel.   |
| 17.20       | No separate rate will be applicable for the above job. The contractor will quote the rate for the items inclusive of all charges for the above job.  |
| 17.21       | Bidder's scope of handling of steel under the scope of this tender includes stacking/ storing of materials over concrete sleepers. Bidder scope shall include provision of concrete sleepers for this purpose and no separate payment against the same will be made by BHEL. After completion of the job bidder shall take back the sleepers. Bidder's quoted rate/ price shall be in consideration to this.   |
| <b>18.0</b> | <b>ISSUE OF MATERIALS</b>  |
| <b>18.1</b> | <b>ISSUE OF CEMENT</b>   |
| 18.1.1      | Cement as received from the manufacturer/ stockiest will be issued free of cost to the contractor. The theoretical weight of each bag of cement for issued purposes will be considered as 50 kg, the contractor shall be accountable for the cement issued to him on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.   |
| 18.1.2      | The empty cement bags duly accounted for against issue shall be the property of the bidder and the same shall be disposed by the bidder as per statutory regulation prevailing in the project.   |
| <b>18.2</b> | <b>ISSUE OF STEEL</b>  |
| 18.2.1      | The steel shall be issued to the contractor free of cost on the following basis.   |
| 18.2.1.1    | Structural steel (MS Plate, ISMB, ANGLE, CHANNEL, Stainless Steel Plate / Liner, chequered Plate and EOT Crane Rails) – Weighment basis (unit – MT).   |
| 18.2.1.2    | Reinforcement steel (TMT), earthing MS Rod – Weighment basis (unit – MT).  |
| 18.2.2      | All the steel (structural steel (MS Plate, ISMB, CHANNEL, ANGLE, Stainless Steel Plate / Liner, chequered Plate and EOT Crane Rails), reinforcement (TMT), earthing MS Rod issued by the BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following/ applicable latest IS specifications.<br>IS: 808-1964                      Beams, Channels and Angles<br>IS: 1730-1961                    Plates<br>Reinforcements                Fe-500 confirming to IS: 1786. or grade-1 of IS:432 (part-I) |
| 18.2.3      | In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.   |
| 18.2.4      | The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained.   |
| 18.2.5      | In case MS flats as required in the fabrication of structures are not available, the contractor shall cut such width out of the available MS plates to make flats at no extra cost till such material is available and procured by BHEL.   |
| 18.3        | The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL/ NSPCL. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL/ NSPCL stores.  |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 8 OF 17 |

|             |  |  |                                 |
|-------------|--|--|---------------------------------|
| 18.4        | <b>Quarterly requirement of steel</b> must be positively submitted by the contractor at the last month of the previous quarter,<br>The contractor shall submit to the engineer, a statement indicating estimated <b>quantity of cement required at least 10 days in advance</b> .<br>In addition, the contractor shall also furnish the estimated requirement of cement and steel during a month by the third week of the previous month indicating his requirement.   |  |                                 |
| 18.5        | Bidders to ensure that no lamination materials are taken over by them from BHEL. Fabrication wastage, if any due to above, shall not be compensated by BHEL.   |  |                                 |
| 18.6        | Bidder to note that all fasteners like MS/HT/HSFG bolts/nuts, lock nuts, washers etc shall be supplied by the bidder as per applicable item of BOQ-cum Rate schedule.  |  |                                 |
| 18.7        | Bidder to note that cement and steel required for his enabling job like store/site office etc shall be arranged at his own cost.   |  |                                 |
| <b>19.0</b> | <b>RETURN OF MATERIALS</b>   |  |                                 |
| 19.1        | RETURN OF CEMENT   |  |                                 |
| 19.1.1      | Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL/ Engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores/ place as identified within the project area by Engineer/ BHEL will not be entitled to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weighment basis. |  |                                 |
| 19.2        | RETURN OF STEEL INCLUDING SCRAP  |  |                                 |
| 19.2.1      | All surplus steel and all wastage materials will be taken back on weighment basis.   |  |                                 |
| 19.2.2      | Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately for a place directed by BHEL/Engineer within the project area; Return of such materials will not be entitled to any handling and incidental charges.  |  |                                 |
| 19.2.3      | All wastage/ scrap (including wastage, unusable scrap) shall be returned to the stores on weighment basis and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any additional cost due handling and transportation and incidental charge.  |  |                                 |
| 19.2.4      | Scrap for reinforcement steel and structural steel shall be returned separately.   |  |                                 |
| <b>20.0</b> | <b>CEMENT AND STEEL CONSUMPTION AND WASTAGE</b>  |  |                                 |
| 20.1        | CEMENT CONSUMPTION   |  |                                 |
| 20.1.1      | The theoretical consumption of cement shall be based on the following.   |  |                                 |
| 20.1.1.1    | For design mix concrete as per approved design mix.  |  |                                 |
| 20.1.1.2    | For nominal mix concrete work, as per minimum cement as specified or as approved by Engineer-in-charge.  |  |                                 |
| 20.1.2      | For item of works, where volume mix is permitted in writing by the BHEL, for masonry works, plaster other miscellaneous items, the cement consumption shall be governed by the “Statement of Cement Consumption” attached to the Delhi schedule of Rates of CPWD-DSR- latest revision unless otherwise specified in the specifications or the drawing of contract or mutually agreed by Engineer-in-charge and contractor.   |  |                                 |
| 20.1.3      | Actual consumption = Issue – Surplus/ unused quantity of cement returned in good condition by contractor to store. (No sweep cement will be taken back by BHEL).   |  |                                 |
| 20.2        | CEMENT WASTAGE   |  |                                 |
| 20.2.1      | Allowable wastage: One and half percent (+1.5%) of theoretical consumption of cement unless specified otherwise in the technical specification.  |  |                                 |
| 20.2.2      | For any material issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be effected at penal rates.  |  |                                 |
| 20.2.3      | Sl no  | Cement consumption   | Basis of issue & penal recovery |
|             | C-1  | Theoretical consumption (without considering any wastage or loss).   | Free                            |
|             | C-2  | Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage. | Free                            |
|             | C-3  | Actual consumption beyond one and half percent (+1.5%) of above (C-1).   | Penal rate                      |



| TENDER NO – PSER:RKL-SCT-C003:22 |   |              |
|----------------------------------|---|--------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 9 OF 17 |

|        |   |   |
|--------|---|---|
| 20.3   | REINFORCEMENT STEEL & MS ROUND CONSUMPTION  |   |
| 20.3.1 | The theoretical consumption of various diameter of reinforcement and MS round shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances. |   |
| 20.3.2 | Actual consumption = Issue – Surplus.   |   |
| 20.3.3 | Surplus = Un-tampered and unused quantity of steel returned by the contractor to BHEL store along-with relevant documents.  |   |
| 20.3.4 | Wastage = Actual consumption – Theoretical consumption.   |   |
| 20.4   | REINFORCEMENT STEEL & MS ROUND WASTAGE  |   |
| 20.4.1 | Allowable wastage: Three percent (+3%) of the theoretical consumption shall be considered as allowable wastage.   |   |
| 20.4.2 | Wastage and scrap shall be as per actual weighment basis.   |   |
| 20.4.3 | Sl no   | Basis of issue & penal recovery   |
|        | R-1   | Theoretical consumption (without considering wastage and scrap or loss)   |
|        | R-2   | Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage. |
|        | R-3   | Wastage beyond three percent (+3%) of the theoretical consumption above (R-1).                                    |
| 20.5   | STRUCTURAL STEEL CONSUMPTION  |   |
| 20.5.1 | The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard as mentioned in relevant clause. No extra shall be payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.                                     |   |
| 20.5.2 | Actual consumption = Issue – Surplus.   |   |
| 20.5.3 | Surplus = Untampered, unused, uncut quantity of steel returned by the contractor to BHEL store.   |   |
| 20.5.4 | Wastage = Actual consumption – Theoretical consumption.   |   |
| 21.0   | RECONCILIATION OF BHEL ISSUED MATERIALS   |   |
| 21.1   | The contractor shall submit a reconciliation statement of cement and steel issued to him, once in two months. The same may be submitted along with RA Bill.   |   |
| 21.2   | The contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material are available with contractor's custody at site.  |   |
| 21.3   | If it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified from RA bill.   |   |
| 21.4   | The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials.   |   |
| 22.0   | RECOVERY OF MATERIAL  |   |
| 22.1   | If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA bill at the penal rate stipulated below.   |   |
| 22.2   | PENAL RATE OF MATERIALS   |   |
|        | Item  | Penal rate (Rs)   |
| 22.2.1 | Cement (OPC/ PPC/PSC).  | 7,500/- per MT.   |
| 22.2.2 | Reinforcement steel and MS round etc.   | 60,000/- per MT.  |
| 23.0   | CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC  |   |
| 23.1   | The contractor shall arrange at his own cost cleaning of area allotted, construction of his temporary office, stores, cement godown etc. and also the watch and ward of all the above. Materials required for the same shall be provided by contractor at his own cost.   |   |
| 24.0   | TOOLS & PLANTS (TO BE PROVIDED BY CONTRACTOR)   |   |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |               |
|----------------------------------|---|---------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 10 OF 17 |

|             |   |  |
|-------------|---|--|
| 24.1        | Tentative list of T&P to be deployed by contractor for successful completion of work is detailed below.   |  |
| 24.2        | It may be noted that the list is not exhaustive and is only for general guidance. The contractor is required to provide all necessary T&P (other than those specified to be provided by BHEL, if any) measuring (calibrated) instruments & handing equipment's for timely completion of total work as per contract. In case of project requirement, some activities may have to pre-pone. In such cases the contractor may have to deploy additional T&P. Quoted rate shall be inclusive of such requirements. However, contractor shall submit deployment plan of all T&P along with tender bid.   |  |
| 24.3        | In the event of any failure on the part of the contractor to deploy T & P to sustain desired work progress, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor. In the event of failure of contractor to deploy necessary and sufficient T&P/ IMTEs to maintain work progress, <b>BHEL will arrange the same including mobilization, demobilization, hiring charge, fuel charge etc of same from any of BHEL site/ other agency at the risk &amp; cost of contractor &amp; charges plus applicable overhead</b> shall be deducted from contractor's RA bill. Decision of BHEL in this regard will be final & binding on contractor.  |  |
| 24.4        | Following Major T&Ps to be arranged by contractor within the time as indicated against each T&P.  |  |
|             | Major T&P items   | Mobilizing time from the date of start of work |
| 24.4.1      | CIVIL WORKS   | As per Annexure - A                            |
| 24.5        | <p>T&amp;P shown in the above mentioned list are tentative based on planned progress requirement.</p> <p>Actual Mobilisation schedule, based on front availability, drawings and material availability at site is to reviewed and mutually agreed with BHEL site periodically from time to time &amp; form a joint MOM for mobilisation of major T&amp;Ps, and the same have to be adhered to and no change will be permitted without written approval of BHEL site.</p> <p>Further requirement will be reviewed time to time at site and contractor will provide additional T&amp;P/ equipment's to ensure completion of entire work within schedule time without any financial implication to BHEL. All other T&amp;Ps shall be provided by the contractor without any extra cost to BHEL. Vendor will give advance intimation &amp; certification regarding capacity etc prior to dispatch of heavy equipment's.</p> |  |
| 24.6        | All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.   |  |
| 24.7        | In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder.  |  |
| 24.8        | After completion of major quantum of work, vendor may be permitted to take out any of his T&P progressively, if deemed fit by BHEL Site as per balance work program. The same will be jointly agreed and recorded. BHEL decision in this regard will be final and binding on the vendor.  |  |
| <b>25.0</b> | <b>CIVIL LABORATORY</b>   |  |
| 25.1        | Contractor shall ensure all required testing as per approved FQP by providing necessary testing tools / tie up with testing agency's (TPI) in consultation with NSPCL /BHEL   |  |
| <b>26.0</b> | <b>COMPLETION PERIOD</b>  |  |
| 26.1        | <p>The entire work under this scope shall be successfully completed in all respect within 2 <b>(Two) months from the date of certification of start of work by BHEL site.</b></p> <p>Mobilisation period is 7 days from date of LOI.</p>  |  |
| <b>27.0</b> | <b>CONSTRUCTION SCHEDULE</b>  |  |
| 27.1        | Entire work shall be carried out in accordance with the broad construction schedule given below, within the stipulated completion period. Within 7 days from LOI, the contractor shall discuss with BHEL site engineer & furnish detail construction schedule (L-3) indicating all milestones on the basis of major activities and get it approved from BHEL engineer. This schedule will undergo review and based on progress vis-à-vis project requirement, contractor shall have to submit revised schedule for approval of BHEL. Major Milestones are   |  |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |               |
|----------------------------------|---|---------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 11 OF 17 |

|             |  |
|-------------|--|
| 27.2        | Entire work shall be carried out in accordance with the construction schedule given below, within the stipulated completion period. Within 7 days of LOI, the contractor shall discuss with BHEL site engineer & furnish the (L-3) construction schedule indicating all milestones on the basis of major activities and get it approved from BHEL Engineer.  |
| 27.3        | Contractor should prepare a detail completion program of civil and structural work along with offer.   |
| 27.4        | The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/ NSPCL Engineer.   |
| 27.5        | Contractor shall submit daily work program based on above construction schedule.   |
| <b>28.0</b> | <b>CERTIFICATE TOWARDS COMPLETION</b>  |
|             | The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL/ NSPCL. The decision of BHEL in this regard shall be final and binding on the contractor.   |
| <b>29.0</b> | <b>RATE REVISION</b>   |
|             | Not applicable for this tender.  |
| <b>30.0</b> | <b>PRICE VARIATION COMPENSATION (PVC)</b>  |
| 30.1        | <b>Price variation (PVC)</b> shall be applicable as per GCC with the following changes:  |
| 30.2        | PVC will be applicable only after expiry of the original contract period provided the reasons for the delay is not attributable to vendor.   |
| 30.3        | Base Index will be average of Indices between 'Latest Due Date of Submission of Offer' and 'Original Contract Completion Date'.  |
| 30.4        | However, the total amount of PVC shall be limited to 10% of executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Extra works  |
| <b>31.0</b> | <b>MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE</b>  |
|             | Not applicable for this tender.  |
| <b>32.0</b> | <b>OVER RUN CHARGES (ORC)</b>  |
|             | Not applicable for this tender.  |
| <b>33.0</b> | <b>SECURITY DEPOSIT</b>  |
|             | Security deposit shall be 3% of contract value. Other terms shall be as per relevant clause of GCC.  |
| <b>34.0</b> | <b>LIQUIDATED DAMAGES</b>  |
| 34.1        | If the contractor fails to maintain the required progress of work which results in delay in the completion of the following works as per the contractual completion period indicated for individual areas indicated below, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.25% of the contract value, per week of delay or part thereof subject to a maximum of ceiling specified below. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed, Supplementary/Additional Items and PVC. LD will be imposed with maximum LD amount of 5 % of total contract value. |
| <b>35.0</b> | <b>CONTRACT PRICE</b>  |
| 35.1        | The bidder shall quote their rates strictly in accordance with prescribed rate schedule of Volume-III.   |
| 35.2        | The unit rates quoted for various items of BOQ cum rate schedule shall include all stipulations mentioned in this document as well as in other Volumes of the tender documents and nothing extra over B.O.Q. rate shall be payable.  |
| 35.3        | The quantities of the various items mentioned in the BOQ cum rate schedules of items of Volume-III are approximate, based on very preliminary information and may vary to any extent or to be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of the this contract including extra items, if any, but excluding any price variation, remains within +/- 30% (plus/minus thirty percent) of the awarded price as per LOI / WO.   |
| 35.4        | The price shall remain firm throughout the contract period including extension period, if any price variation is not applicable in this tender   |
| 35.5        | Contractors offered rate is excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by   |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |               |
|----------------------------------|---|---------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 12 OF 17 |

|             |  |
|-------------|--|
|             | successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.  |
| <b>36.0</b> | <b>TAXES AND DUTIES</b>  |
| 36.1        | All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements. |
| 36.2        | GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.   |
| 36.3        | Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.  |
| 36.4        | Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.  |
| 36.5        | TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.  |
| 36.6        | TDS under GST shall be deducted as per prevailing GST rules from the bills.  |
| 36.7.1      | You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.  |
| 36.7.2      | In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.   |
| 36.7.2.1    | TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.  |
| 36.7.2.2    | Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.  |
| 36.7.2.3    | You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.   |
| 36.7.3      | In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -<br>"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.   |
| 36.7.4      | In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.  |
| 36.7.5      | You shall comply with all statutory amendment/notifications in this respect.   |
| 36.8        | Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.<br>BHEL GSTN – 21AAACB4146P1ZR<br>NAME - BHARAT HEAVY ELECTRICALS LIMITED<br>ADDRESS – 1x250 MW Rourkela PP-II Expansion, Odisha.   |
| 36.9        | Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.  |
| 36.10       | In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.  |
| 36.11       | In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.   |
| 36.12       | Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.   |
| 36.13       | Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.   |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |               |
|----------------------------------|---|---------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 13 OF 17 |

|             |  |
|-------------|--|
| 36.14       | Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.           |
| 36.15       | Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.  |
| 36.16       | Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.   |
| 36.17       | Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.  |
| <b>37.0</b> | <b>INTERIM PAYMENTS</b>  |
| 37.1        | For all items of works, billing shall be on item rate basis on actual measurement of work done as per the Price Schedule, Vol-III.   |
| 37.2        | All admissible recovered/ adjustments etc. shall be made from the interim payable amount.  |
| 37.3        | Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid in the following manner.   |
| 37.3.1      | 95 % of item wise unit rate will be payable on each RA bill.   |
| 37.3.2      | 5% will be retained from each bill which will be released on completion of guarantee period and after confirmation of full GST credit to BHEL. However, this 5 %, retained from each RA bill, may be released against submission of a separate bank guarantee as per Performance Bank Guarantee format, to be kept valid till guarantee period. The submission of bank guarantee towards above is separate and the bank guarantee towards security deposit cannot be utilized for this purpose. The security deposit / Retention amount will be refunded as per GCC. |
| 37.4        | Payment shall be made after 30 days of receipt of bill subject to its correctness & completeness.  |
| 37.6        | BHEL site at its discretion may further split up the above percentages of break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work.  |
| 37.7        | Such payment as above shall be effected only on certification by BHEL against completion of each stage.  |
| 37.8        | No bills including RA bills will be paid to individual consortium partners in case of consortium arrangement.  |
| 37.9        | <b>GST shall be released to the vendor upon compliance of following: -</b>   |
| a           | Vendor declaring such Invoice in his GSTR-1 and the same is available to BHEL in FORM GSTR-2A/2B.  |
| b           | Material Receipt Certificate (MRC) / Engineering Protocol by BHEL.   |
| c           | Confirmation of payment of GST thereon by vendor on GSTN Portal.   |
| d           | Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.   |
| e           | Last percentage payment, will be released after confirmation of full GST Credit to BHEL. Any Interest if levied thereon, for reasons elaborated in tax & duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.  |
| <b>38.0</b> | <b>METHOD OF MEASUREMENT</b>   |
|             | Mode of measurement shall be as per relevant clauses of technical specification of this tender. In case the same is not available the relevant IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor.         |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |               |
|----------------------------------|---|---------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 14 OF 17 |

|             |  |
|-------------|--|
| <b>39.0</b> | <b>EXTRA/ ADDITIONAL ITEMS OF WORK</b>   |
|             | It shall be as per relevant clause of GCC.   |
| <b>40.0</b> | <b>EXECUTION OF WORK</b>   |
| 40.1        | The contractor shall obtain the approval for the field testing scheme proposed by him from BHEL & OWNER before undertaking the testing work and shall submit the report containing the values.   |
| 40.2        | Surplus excavated earth, materials and muck shall be disposed off by the contractor at his own cost and to the places as directed by the engineer. After execution of work as directed by the Engineer, Backfilling wherever specified in the specification shall be watered, rammed and compacted.  |
| 40.3        | The contractor shall make his own arrangement for accommodating his personnel, equipment and materials at site and his quoted rates shall be inclusive of the same. The contractor shall arrange accommodation for their staff and employees, required for the project work, outside the plant premises, at their own cost. However, successful contractor's security personnel shall be allowed to be stationed at the work place subject to prior approval from BHEL / Customer.   |
| 40.4        | Contractor shall ensure arrangement of work beyond normal working hours in order to meet the time schedule. However, work during extended hours shall be allowed only on specific request from the contractor, subject to approval of BHEL / customer.   |
| 40.5        | The contractor shall arrange for transportation of all his materials and equipment, required for successful completion of the works under this contract. BHEL shall not, in anyway, be responsible for transportation of such materials or equipment and shall not issue any permit etc. for the purpose.  |
| 40.6        | In addition to the local laws and regulations the Contractor shall also comply with the Minimum Wages Act and the Payment of Wages Act and the rules made there under in respect of its labour and the labour of its sub-contractors currently employed on or connected with the contract. <b>Documentary evidence of Online payment of wages and PF have to submit along with RA bills</b>  |
| 40.7        | All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor.  |
| 40.8        | However, any registration, statutory inspection fees lawfully payable under the provisions of the Indian Boiler Regulations and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the Employer, shall be to the account of the Employer. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub-Contractor, the additional fees to such inspection and / or registration shall be borne by the Contractor   |
| 40.9        | The Contractor upon signing of the Contract shall, in addition to a Project Co-ordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the Works to be performed at Site. Such person shall function from the Site office of the contractor during the pendency of Contract.   |
| 40.10       | All the Works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the Works. Basic horizontal and vertical control points will be established and marked by the Employer at Site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Employer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Employer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Employer at Contractor's expense. |
| 40.11       | The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the Works under intimation to the Employer. All such goods shall, from the time of their being brought vest in the Employer, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Employer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto. The Employer shall have a lien on such  |

| TENDER NO – PSER:RKL-SCT-C003:22 |   |               |
|----------------------------------|---|---------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 15 OF 17 |

|             |  |
|-------------|--|
|             | goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Employer shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid. After the completion of the Works, the Contractor shall remove from the Site under the direction of the Employer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Employer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Employer to do so then the Employer shall have the liberty to dispose of such materials and credit the proceeds thereto to the account of the Contractor. |
| <b>41.0</b> | <b>INSURANCE</b>   |
| 41.1        | BHEL shall arrange comprehensive MCE (Marine and Storage cum Erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning/ completion up to trial operation completion of each unit including theft, sabotage, fire, lightning and other natural calamities.  |
| 41.2        | Contractor shall timely intimate dispatches to the underwriter. The name of the underwriter and Policy No. shall be intimated in due course of time.   |
| 41.3        | The contractor shall be responsible for timely submission of loss/damage/theft to the underwriter, assistance in lodging & settlement of claim for losses/ damages/ theft/ lodging of FIR with police. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.   |
| 41.4        | It is the entire responsibility of the contractor to insure his workmen against accident and injury while at work as required by the relevant rules and to pay compensation, if any, to their workmen as per workmen's compensation act. The contractor has also to insure his staff against accident/injury. The contractor has to take insurance cover for his tools and plants, assets etc.   |
| 41.5        | These insurance covers have to be taken prior to start of work at project and he shall make available the policy to BHEL site-in-charge for necessary verification before commencement of work. However, irrespective of such verification/ acceptance, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc at all times during the period of contract shall lie with the contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the Insurance Company for all matters regarding the insurance in his scope.   |
| 41.6        | The contractor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/loss till the same is handed over to BHEL/ NSPCL at project site. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/NSPCL for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the materials in his custody.  |
| 41.7        | It will be responsibility of the contractor to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the contractor as and when available.  |
| 41.8        | In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the contractor and contractor's failure to replenish the items lost/ damaged, the entire cost of repair/replacement will be recovered from the contractor.   |
| 41.9        | Other conditions of Insurance shall be as per relevant clause of GCC.  |
| <b>42.0</b> | <b>GUARANTEE</b>   |
| 42.1        | Guarantee period shall be 03 (three) months from the date of start of guarantee period as per relevant clause of GCC. Commencement of guarantee period shall be from the date of completion of work under the contract as certified by BHEL.   |
| <b>43.0</b> | <b>OTHER TERMS</b>   |

| <b>TENDER NO – PSER:RKL-SCT-C003:22</b> |   |               |
|---|---|---------------|
| VOLUME – IF,REV-00                      | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 16 OF 17 |

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| 43.1 | While bidder's scope include deployment of all resources, like T&P, materials, consumables, manpower including supervision etc for proper completion of the subject job and no sub-contracting for execution of the job is allowed by BHEL, depending on project's requirement and on prior acceptance of BHEL, bidder may associate agencies for deployment of skilled/ unskilled manpower only for site execution. Bidder should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job. |
| 43.2 | All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC, Volume-IB.   |



| TENDER NO – PSER:RKL-SCT-C003:22 |   |               |
|----------------------------------|---|---------------|
| VOLUME – IF,REV-00               | TECHNICAL CONDITION OF CONTRACT, SCOPE, ETC | PAGE 17 OF 17 |

### **ANNEXURE- A**

Major T&P items for Civil Work

**Minimum requirement of equipments, instruments and tools etc for the work to be provided by the contractor.**

| Sl. No | DESCRIPTION  | QTY                | UNIT |
|--------|--|--------------------|------|
| 1      | Excavator  | As required        |      |
| 2      | Trucks / Dumper  | As required        |      |
| 3      | Concrete Mixer machine / RMC source                                      | As required        |      |
| 4      | Transit Mixer  | As required        |      |
| 5      | Concrete Pump  | As required        |      |
| 6      | Concrete Immersion Vibrators with different size needle like 60/40/25 mm | 2                  | No.  |
| 7      | Concrete Pressure Grouting Pumps   | As per requirement |      |
| 8      | Total Station  | 1                  | No.  |
| 9      | Levelling Instruments (dumpy, laser)                                     | 1                  | No.  |
| 10     | Steel Forms/ Plywood   | As per requirement |      |
| 11     | Pavement Breakers  | As per requirement | No.  |
| 12     | Water Pumps of Min 5Hp   | 02                 | no   |
| 13     | All special Tools & Equipment  | As required        |      |
| 14     | Safety net   | As required        |      |
| 15     | Steel tapes & measuring device   | As required        |      |
| 16     | Safety devices for usage at work site                                    | As required        |      |
| 17     | Portable fire extinguisher   | As required        |      |
| 18     | Any other equipment, instruments, tools etc. required for the job        | As required        |      |