

**BHARAT HEAVY ELECTRICALS LIMITED**  
**Solar Business Division, Malleswaram,**  
**Bengaluru - 560 012**  
**Ph. No. +91-080-22182216**

		Works contract Cell
<b>NOTICE INVITING TENDERS</b>		
1	TENDER NUMBER(RFQ)	: <b>E157686</b> Dt: 18.11.2021
2	NAME OF WORK	: <b>“Balance Work of M M S Pile foundation works, M M S column, superstructure and module erection, Pile load test &amp; Land levelling grading and other associated works for 20 MW SPV power plant at GANDHAR in Gujarat”</b> (All listed works shall be Undertaken and executed)
3	ESTIMATED COST	: <b>Rs.423.17 Lakh (Approx.) Plus applicable GST.</b>
4	EARNEST MONEY DEPOSIT	: <b>Rs.8.47 Lakh (Mandatory for M S M E also)</b> (a) <b>Bidders can submit Rs.8.47 Lakhs EM D through DD/ SBI Collect (Please refer point no.: 21 of “Instructions to tenderer” for guideline for payment through SBI Collect)</b> (b) <b>Alternatively bidders can submit Rs.2.0 Lakhs EM D through DD/ SBI collect and balance Rs.6.47 Lakhs in the form of Bank Guarantee from the scheduled bank.</b>
5	SECURITY DEPOSIT	: 50% of SD shall be submitted before start of work; Balance will be recovered from running Bills at a rate of 10%. (SD= 5% of the work order amount); 50% of SD will be released after completion of all the works and remaining 50% after 6 months from the date of completion of all the works.
6	COMPLETION TIME	: <b>02 Months</b> <b>(From the date of placement of Order/ handing over of the site.)</b>
7	Issue of tender documents	: As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
8	Pre- BID Meeting	: As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
9	Last date for Issue of tender documents	: As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
10	Last date for submission of tender documents	: As per Enquiry / RFQ / Notification on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
11	Date and time of opening of Tender (Technical-Bid)	: As per Enquiry / RFQ / Notification on <a href="http://www.bhel.com">www.bhel.com</a> & <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
12	Tender Submission Place	: Online at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
13	Tender Opening Place	: Online at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>
14	Dealing Officer (For any Clarifications)	: Mr. Premnaraian Sivas Engineer / Works Contracts cell, BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012 E-MAIL: <a href="mailto:pnsrivas@bhel.in">pnsrivas@bhel.in</a> Ph. No. +91-080-22182216
15	TENDER MONITORING AUTHORITY (IEM)	: Mr. Arun Chandra Verma, IPS (Retd.) Mr. Virendra Bahadur Singh, IPS (Retd.)

NOTE: The tenderer shall return the duly filled in tender document after affixing signature on all pages and submit.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Solar Business Division, Malleswaram,**  
**Bengaluru - 560 012**

**Tender Document for**

**Balance work of M M S Pile foundation works, M M S column, superstructure and module erection, Pile load test & Land levelling, grading and other associated works for 20 M W SPV power plant at GANDHAR in Gujarat.**

**TENDER NUMBER RFQ: E157686**

**Dt: 18.11.2021**

Part – I	Technical cum Commercial Bid	.....	45 Pages
	Unpriced Price Bid	.....	02 Pages
	Technical and General Specification	.....	19 Pages
	BHEL General Conditions of Contract 2019	.....	33 Pages
	Tentative Tender Drawing	.....	03 Pages
	Tentative Field Quality Plan	.....	05 Pages
	Pile Test Methodology	.....	10 Pages
	Integrity Pact	.....	07 Pages
	Annexure to Integrity Pact	.....	01 Page
	Bank Guarantee format for EMD	.....	02 Pages
	Status of Work	.....	02 Pages
Part – II	Price Bid	.....	02 Pages

**Note:**

1. Part – I: To be submitted in a separate sealed cover as per instruction on [www.bhel.com](http://www.bhel.com) & <https://eprocurebhel.co.in>.
2. Part – II: To be submitted in a separate sealed cover.
3. Earnest Money Deposit of Rupees 8.47 Lakhs shall be submitted as per point No. 4 of page No. 1 of this tender document.
4. Tenders will be liable for rejection if the above mentioned EMD is not submitted along with the tender.
5. Part-I, Part-II, Tender EMD sealed covers should be put in outer envelope and super scribing the Name of work and Name & Address of the Tenderer.
6. **Firms banned by BHEL are not eligible to participate in the tender.**
7. **M/s Accord Synergy Ltd. is NOT eligible to participate in this tender.**
8. Only those bidders who have entered into Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into integrity Pact shall be preliminary qualification. Details of Independent External Monitors (IEM) for this tender is in page No. 1, S. No. 11.
9. **In view of present pandemic situation, it is advised to all bidders to mandatorily ensure all precautionary measures as per guidelines issued by State/ Central government/ District administration to prevent spread of COVID-19 like usage of Personal Protective Equipment's and other norms like wearing masks, maintaining social distance and other instructions issued from time to time.**



BHARAT HEAVY ELECTRICALS LIMITED Solar Business Division, Malleswaram, Bengaluru - 560 012  
TENDER NUMBER RFQ: E157686

Dated: 18.11.2021

PART-I TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidders)

01. NAME OF THE WORK : **Balance Work of Balance Work of MMS Pile foundation works, MMS column, superstructure and module erection, Pile load test & Land levelling grading and other associated works for 20 MW SPV power plant at GANDHAR in Gujarat**  
(All listed works shall be Undertaken and executed)

02. APPROXIMATE ESTT.COST RS. : **Rs.423.17 Lakh** (APPROX.) plus applicable GST.

03. COMPLETION PERIOD : **02 Months**  
(From the date of placement of Order/handing over of site.)

04. NAME OF THE CONTRACTOR :  
(WITH CONTACT PERSON)

05. ADDRESS  
(A) OFFICE :  
  
E-mail :  
TEL. PH. NO. :  
  
(B)RESIDENCE :  
  
TEL.PH NO :  
  
06. PAN NO :  
07. GST NO :  
08. STAFF STRENGTH :  
09. PLANT/EQUIPMENTS : List enclosed/not enclosed  
10. a) SCOPE OF WORK : UNDERSTOOD/ NOT UNDERSTOOD  
(As per schedule of items)  
b) Accept to execute in total : YES/ NO  
c) Bar chart to be submitted : YES/ NO  
Individualy for each work for L1 Scope  
d) In order to complete the project  
in the specified months schedule, vendor  
to deploy separate Four gangs/teams (or) more  
as per site requirement for each individual activities  
along with tools and machineries, Undertaking  
should be submitted along with offer : YES/ NO

11. a) EM D PARTICULARS (DEM AND DRAFT)  
 SBI COLLECT REF NO. / BG DETAIL) :  
 b) Electronic Funds Transfer (EFT) form enclosed : Please fill up the form in ANNEXURE-II

12. Penalty as per BHEL General conditions of contract  
 2019 clause No. 2.7.9 : Accepted / Not accepted

13. Constitution of Firm : Individual / Sole Proprietorship Concern /  
 Partnership Firm / Public Ltd. Company /  
 Private Ltd. Company.

14. BHEL reserves right to conduct reverse auction : Accepted / Not accepted  
 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

15. Accept to pay statutory payments like ESI, PF,  
 BOCW, etc., as per terms and conditions of  
 BHEL and Govt. guideline's : Accepted / Not accepted

16. BHEL Payment terms acceptance (Cl. no. 21,  
 22.1 & 22.2 of "Special Conditions of Contract") : Accepted / Not accepted

17. The bidder should encourage to use local labor  
 that has the necessary skills as per the  
 requirement of work. : Accepted / Not accepted

**Note:**

1. Bidders are advised to quote their best prices (% above/below the total estimate +/- (or) 0) as no further price bids will be accepted in case BHEL decides to open price bids instead of reverse auction.
2. Site progress will be reviewed periodically from the date of issue of work order and based upon the progress of work by contractor if contractor is unable to meet the target after repetitive notices/warnings, BHEL reserves the right to get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week.
3. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.
4. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, and subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

### **SCOPE OF WORK:**

**Works (A)** - Estimated value for 60% scope of Balance Work of MMS Pile Foundation work, MMS column, superstructure and module erection, pile load test & land levelling, grading and other associated works

**Rs.2,53,90,771/- plus GST as applicable.**

**Works (B)** - Estimated value for 40% scope of Balance Work of MMS Pile Foundation work, MMS column, superstructure and module erection, pile load test & land levelling, grading and other associated works

**Rs.1,69,27,181/- plus GST as applicable.**

<b>SLNO</b>	<b>Name of Work</b>	<b>DESCRIPTION OF WORK</b>	<b>Amount (in Rs)</b>	<b>Scope of Work</b>
1	WORK-(A)	Work value for 60% "Balance Work of MMS Pile Foundation work, MMS column, superstructure and module erection, pile load test & land levelling, grading and other associated works for 20MW NTPC SPV plant at Gandhar , (Gujarat)"	Rs.2,53,90,771/-	L1 Scope of Work (60 % of work )
2	WORK-(B)	Work value for 40% "Balance Work of MMS Pile Foundation work, MMS column, superstructure and module erection, pile load test & land levelling, grading and other associated works for 20MW NTPC SPV plant at Gandhar , (Gujarat)"	Rs.1,69,27,181/-	L2 Scope of Work (40 % of work )
<b>TOTAL WORK VALUE (A +B)</b>			<b>Rs.4,23,17,952/-</b>	<b>(Plus Applicable GST)</b>

### **SPLITTING OF CONTRACT:**

In view of large quantum of work, restricted period for completion of project it is proposed to split the work as below:

- a) L1 and L2 bidder will be awarded Works (A) and Works (B) respectively in such case L2 bidder should match the price of L1.
- b) In case of denial to accept L1 rates by L2 it shall be offered subsequently to all other bidders till we get one vendor to accept L1 rates for the scope of works (B).
- c) However in case no bidder agrees to match L1 price , then L1 bidder is bound to execute the scope of work of all (or) BHEL may take a decision to re-float the tender
- d) However in any case, BHEL reserves the right to change the splitting of the scope of work (or) re-float the tender.

## **PRE QUALIFICATION CRITERIA**

**1** Experience of having successfully completed MMS piling works (or) RCC construction with pile foundation during last 7 years from the date of tender notice.

**a)** Three similar completed MMS piling works (or) RCC construction with pile foundation each costing not less than an amount equal to 40% of NIT displayed value mentioned against each work in the tender notice (i.e., 40% of Rs.423.17 Lakhs =Rs.169.27 Lakhs).

**OR**

**b)** Two similar completed MMS piling works (or) RCC construction with pile foundation each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice (i.e., 50% of Rs.423.17 Lakhs =Rs.211.59 Lakhs).

**OR**

**c)** One similar completed MM Spilling works (or) RCCconstruction with pile foundation each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice (i.e., 80% of Rs.423.17 Lakhs = Rs.338.54 Lakhs).

**2.** Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be 30% of the NIT displayed value mentioned against each work in the tender notice (i.e., 30% of Rs.423.17 Lakhs = Rs.126.95 Lakhs).

**Note: Offers of the Tenderers not meeting the above requirements are liable to be rejected.**

### Documents required to be submitted

1. Registration Certificate with ESI and PF Authority/ Declaration.
2. Income Tax Returns for last Three years
3. Balance Sheet and Profit & Loss Account for the last 03 years by auditor.
4. Availability of Technical personnel in letter head.
5. Registration with BHEL/ CPWD/ other Govt. organization/ PSU if any.
6. Declaration for full filling the BOCW requirements.
7. List of equipment to be mobilized at site.
8. GST Registration details or Declaration.
9. **Declaration of MSE/Qualify for PPP MII order 2017**

**All the supporting documents to be signed and sealed by the bidder (BHEL have the rights to verify the original documents if required)**

#### INFORMATION TO THE TENDERER:

- (i) Successful Bidder should establish their Site office at Construction site, including common facilities such as toilet, water, electricity etc. in consultation with BHEL. Contractor has to arrange water and power as required for completing the job in the stipulated time frame at their own cost.
- (ii) Successful bidder should take utmost care of their manpower deployed, considering the current outbreak due to COVID-19, Successful bidder should take precautionary measures as per guidelines issued by State/Central government/District administration to prevent spread of COVID-19.
- (iii) Successful bidder should ensure usage of personal protective Equipment and other norms like wearing masks, maintaining social distance and other instructions issued from time to time during execution of work / mobilization of machinery and man power.
- (iv) The bidders should furnish "Site Inspection Certificate" in Annexure-III enclosed herewith.
- (v) Bidders should study the prevailing Market trend of Construction materials/laborers/other relevant requirement before quote and submit the competitive price.
- (vi) The bidder should encourage to use local labor that has the necessary skills as per the requirement of work.
- (vii) Before engaging the labour in to work, Contractor should get the NOC from labours' native police station as well as NOC from local police station (If applicable).
- (viii) The bidders should carry out preliminary survey at proposed construction site before submission of offer to ensure that the rate quoted for the relevant schedule of items are correct.
- (ix) Contractor to note BHEL reserves the right to get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of:-
  - a) Contractors continued poor progress
  - b) Withdrawal from or abandonment of the work before completion of the work.
  - c) Contractor's inability to progress the work for completion as stipulated in the contract
  - d) Poor quality of work
  - e) Corrupt act of Contractor
  - f) Insolvency of the contractor
  - g) Persistent disregard to the instructions of BHEL
  - h) Assignment, transfer, sub-letting of contract without BHEL's written permission
  - i) Non fulfillment of any contractual obligations
  - j) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute job as per required schedule.
- (x) The liquidated damages/penalties arising out of Risk and Cost as explained under Sl.no (vii). BHEL shall recover the amount from any money due from Contractor, or from any money due to the contractor including security deposit, or by forfeiting any T & P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

**(ix) Documents to be submitted on award of work (as applicable):**

- (a) Security deposit in the form of Cash/ DD/ NSC's / Kisan Vikas Patra / FDR / Bank Guarantee in favour of BHEL
- (b) Electronic Fund Transfer Form duly signed & sealed by banker along with cancelled cheque copy
- (c) Labour license of the workmen engaged valid for contract period (If applicable)
- (d) Workmen Compensation Insurance Policy for the workmen engaged valid for contract period
- (e) Deduction of statutory taxes (as applicable) at source would be enforced from the running bills at the rates prescribed unless exemption certificate is produced from the concerned authorities.

The following documents are to be submitted along with the Running Account Bills for process of payment

- a) Tax Invoice with details of GST number of BHEL and contractor.
- b) Measurement books duly filled and signed by officials of BHEL and contractor
- c) Provident PF Remittance challan for the bill duration.
- d) ESI Remittance challan for the bill duration.
- e) Invoice submitted along with running bills to indicate the GST amount charged and bear GST NUMBER etc. as per prevailing taxes.

Bill submitted subsequently to be accompanied with a declaration that GST liability on the earlier bill has been discharged.

- i) by paying money to the Government (along with Tax paid Challan Copy)
- ii) by utilization of Input GST Credit
- f) BOCW Registration and payment proof.
- g) Field quality assurance documents (as applicable) as per instruction of Engineer In-charge.
- h) List of supplier/supplier's (material and manpower).
- i) After completion of work, bidders should mandatorily furnish NOC from all declared suppliers along with the running/Final Bill.

**Mobilization at site:**

- 1) Requisite Material (all construction materials like cement, sand, coarse aggregate, reinforcement steel, etc.,), men (mason, carpenter, bar binder, fabricator, etc.,) and machinery (DTH, Concrete mixer machine/ RMC/AJAX with printing facility, Power chain saw, JCB/excavator/dozer, grader, tipper, etc., Total station & other equipment required for levelling, grading works, MMS and other associated works as listed in BOQ) should be arranged in order to complete the project within stipulated time period.
- 2) The contractor shall carry the work as per the approved Field Quality Plan issued by BHEL (Field quality plan enclosed with this tender for reference)
- 3) Calibration of equipment's should be done by NABL accredited laboratories.
- 4) Contractor shall submit the design mix report (from NABL/ Govt. approved labs) and shall carry the work as per the approved design mix report, approved by BHEL/ NTPC.
- 5) **Contractor shall conduct the pile load test (Initial and routine test) and shall submit the report (from NABL/ Govt. approved labs) as approved by BHEL / NTPC**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Solar Business Division, Malleswaram,**  
**Bengaluru - 560 012**

**INSTRUCTIONS TO TENDERER**

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in similar civil works like RCC building works (such as Industrial, commercial and Residential).
2. Scope of work for MMS Pile foundation works, "**Balance Work of Balance Work of MMS Pile foundation works, MMS column, superstructure and module erection, Pile load test & Land levelling grading and other associated works for 20 MW SPV power plant at GANDHAR in Gujarat**" at location as specified under Sl. No. 3 "Project scope, detail and location" as per Tender/approved construction drawing, works as per instruction of Engineer in charge, terms and condition of contract. However, depending on site conditions minor modification in works may be necessary.
3. Project Scope, detail and Location:

<b>Site Detail</b>	<b>Project detail</b>	<b>Location</b>	<b>Scope of Work</b>
Project Site	20MWp (AC) SPV Power plant for NTPC	GANDHAR	20MWp (AC)

4. **Tenders should be submitted on <https://eprocurebhel.co.in>. In two part bid. Part-1 "Technical cum Commercial Bid" and Part-2 Price Bid. DD for Tender document Cost (if applicable) & EMD duly submitted along with the tender documents (Original DD/ BG for EMD to be sent to address of Dealing Officer, BHEL-SBD Bangalore NIT-page 1 sl. no. 14).**
5. The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence).
6. All entries in tender documents should be in one ink (preferably blue ink). Erasing and overwriting is not permitted. All corrections should be duly signed by tenderer concerned.
7. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
8. Unit rate/percentage above or below estimate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to each item and for the items shown in NIT Issued By

Premnaraian Srivas  
Engineer-Civil, BHEL-SBD(WCC)

CONTACTOR (SIGN & SEAL)

the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable on account of Octroi, Sales Tax, tax on work contract etc., and also expenses towards PF and ESI contributions (see clauses 8, 40 and Enclosure 'C' excluding GST).

9. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.

10. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as "Octroi, sales tax, excise duty etc., arising from Act passed by Parliament or State Legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders.

11. (a) The rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening tender.

(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.

(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.

(d) **PRICE VARIATION clause not applicable.**

12. The rates quoted should be inclusive of all taxes arising on the transaction. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), TDS(GST) (as applicable) under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor. **The rate/ Percentage quoted by bidder shall be including all taxes but excluding GST which shall be shown separately in price bid.**

13. Quantities shown in the schedule are only approximate and are liable to variation without entitling the Contractors to any compensation.

14. Before tendering, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
15. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.
16. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
17. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the latter case, a copy of the power of Attorney duly attested by a Gazette Officer must accompany the tender.
18. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
19. Every tender must be accompanied by Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with Clause-16 of BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.

20. The Earnest money deposit may be furnished

- Demand Draft in favour of BHEL SBD, Bangalore – 560012.
- The Earnest money deposit may be furnished through online (Bank Detail NIT page-11)
- Bank guarantee as per Sl. No. 4 (b), page No. 1.

**Guidelines for payment of EMD Fee**

**Bank Detail (For EMD submission as applicable):**

Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle Malleswaram Bengaluru-560012

1	Name of the Beneficiary:	Bharat Heavy Electricals Limited Ceramic Business Unit Prof. CNR Rao Circle Malleswaram Bengaluru-560012
2	Name of the Bank & Branch:	IDBI Bank Limited, Trade Finance
3	Address of the Branch:	Trade Finance IDBI House,58, 1 <sup>st</sup> Floor, Mission road, Bengaluru-560027
4	Bank Telephone No:	080-2227 9576
5	NEFT IFSC code	IBKL0000377
6	Account Type:	Current
7	Account No.	008103000003605
8	RTGS IFSC code:	IBKL0000377

**QR Code BHEL-SBD**



21. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.
22. EMD may be submitted in Bank guarantee as per S. No. 4 (b), page No. 1, in BHEL format in Non-judicial stamp paper amounting Rs.200 (or) applicable rate at bidder's state, whichever is higher.  
**Bank guarantee from any Co-operative banks are not acceptable in any circumstances.**
23. Unless the bidder whose tender is accepted signs contract agreement (If applicable) within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of the tender withdrawn as per discretion of BHEL.
24. If after opening of tenders a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender withdrawn.  
If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.
25. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.
26. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
27. Tenderer shall submit Solvency Certificate for the value specified from a Bank of standing regarding the tenderer's financial position (as applicable).
28. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited.
29. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:
  - a) Name of the work, value and address.
  - b) The balance work remaining to be done on the same.

30. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
31. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.
32. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
33. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.
34. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
35. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
36. The expenses for completing the stamping agreement shall be paid by the contractor.
37. Unless or otherwise stated above tendered work includes men, material, machine and commissioning of equipment as agreed to in the contract.
38. After completing of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
39. Any covering letter and comments of the tenderer should be submitted along with the offer.
40. Cement and steel for carrying out Civil Works will have to be procured by the Contractor. Materials shall be accompanied with Test certificates and connected dispatch documents for proof of source from approved manufacturer's works or stockyard. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials. All the construction materials should be approved by BHEL before commencement of work.
41. Contractor are required to follow Field Quality Plan (FQP) for Civil construction as approved by BHEL/customer in respect of Tests to be carried out and reports and documents to be furnished.
42. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholders relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders

shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.

43. These 'INSTRUCTIONS TO TENDERER' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERER' shall prevail. (Extracts of important clauses of BHEL GCC are enclosed).

44. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment to be brought by the tenderer. Contractor shall make his own power and water supply.

45. The Contractor shall comply with the provision of Employees Provident Fund's and miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan receipt of monthly remittance of the contribution made by him to the Commissioner. He shall also furnish such returns such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".

46. The Contractor should get himself registered with the E.S.I Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the Labour employed by him for the work and produce the challan/Receipts of remittance of the ESI contributions due under the E.S.I Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities' through the Principal Employer. The contractor can remit their ESI & PF through a sub-agent who processes the ESI & PF code and agrees to enter an MOU with the contractor.

45. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.

46. The Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the Principal Employer.
47. Contractor shall insure all his labourers and material. Any claim by his Employees for damages shall be settled by the Contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
48. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.
49. Contractor shall produce necessary records, documents; explanation whenever he is called upon to do by any Government Agencies.
50. Contractor should obtain "Workmen Compensation Policy" for their Employees.
51. LEAD, LIFT, DEWATERING ETC.,
  - a) Unless otherwise specified in the tender schedule, the rates for all items will be deemed to include all leads, lifts and descents involved in the work.
  - b) No separate payment will be made for dewatering (including seepage, surface drainage and monsoon water) desludging and allied operations at any stage of the work, and the cost of such operations will be deemed to be included in the contract rates.
  - c) No separate payment will be made for curing including pumping of curing water where ever necessary.
52. EXTRA ITEMS  
No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer-in-charge. For any such items of work executed as per instructions of Engineer-in-charge, the rates will be fixed on the basis indicated under clause 50 of BHEL GCC/ as per terms and conditions of BHEL. The schedule of rates to be followed in this case will be CPWD schedule of rates.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**Solar Business Division, Malleswaram,**  
**Bengaluru - 560 012**

**GENERAL CONDITIONS OF CONTRACT/ TECHNICAL SPECIFICATION**

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract/ Technical Specification for Civil works which has been read and accepted by me/us.

NIT Issued By  
Premnaraian Srivas  
Engineer-Civil, BHEL-SBD(WCC)

ENCLOSURE: A  
CONTACTOR (SIGN & SEAL)



## CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him. A distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub- contractors comply with or cause to be complied by with sub-contractors, labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961 or any modifications there of or any other law relating thereto and rules made there under from time to time.

The Contractors shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees', State Insurance Act, 1948", as amended from time to time. The Contractors shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his code Number only. The Contractor shall be liable to pay his contribution and the Employees' contribution towards PF as per Provident Fund Rules and Regulations in respect of all labour employed by him for the execution of the contract.



The contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code Number only. The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract or non-observance of the said contractor's Labour Regulations.

The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the regulation aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

#### **MODEL RULES FOR LABOUR WELFARE**

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works, In case the Contractors fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

ENCLOSURE: B

**SAFETY CODE**

**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, contractor shall submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL Officer:-Safety Helmets conforming to IS-2925: 1984.
  - (i) Safety Belts conforming to IS-3521: 1983.
  - (ii) Safety Shoes conforming to IS-1989: 1978.
  - (iii) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
  - (iv) Hand and body protection devices conforming to:  
IS-2573: 1975  
IS-6994: 1973  
IS-8807: 1978  
IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL Official who shall have the right to ban the use of any item.



All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works.

All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL Official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., prior approval to the authorized BHEL Official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.



In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor; BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL Official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL Official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL Official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the job

## SPECIAL CONDITIONS OF CONTRACT

### **1. GENERAL**

The special conditions of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General Conditions of Contract the provisions of the special conditions of contract shall override the corresponding provisions of the BHEL General Conditions of Contract.

### **2. SCOPE OF WORK**

The scope of work includes for the full, final and entire completion **Balance Work of Balance Work of M M S Pile foundation works, M M S column, superstructure and module erection, Pile load test & Land levelling grading and other associated works for 20 MW SPV power plant at GANDHAR in Gujarat** as detailed in specifications and drawings, which forms part of this Contract. The scope of work also includes cleaning/removing all debris in line with bill of quantity as directed by Engineer In-charge. The scope of work under this contract shall cover supply of all materials, labour, tools, and plants etc., unless otherwise specified in the specifications, descriptions of items or in foregoing clauses.

### **3. SITE CONDITIONS**

- Before tendering the Contractor shall get themselves acquainted with site conditions such as the nature of soil likely to be encountered during the course of the work etc.,. The rates quoted by the contractor shall be deemed to have been quoted after getting acquainted with the prevailing site conditions. Initial jungle clearance, stripping of top soil etc., shall also be included in the quoted rates. No claims on the pretext of ignorance of site conditions shall be entertained.
- The site of work is as mentioned in the Tender document.

### **4. SITE FACILITIES**

#### **A. LAND**

The Employer will allot land as available free of cost to the contractor for his office stores. He must maintain the areas allotted to him in a neat and clean conditions as required by the Employer. The contractor shall provide adequate storage and office facilities with approval from the Engineer. The rate quoted by the contractor shall be deemed to include for these and no separate payment will be made towards these. On completion of work, the site shall be cleaned by the contractor of all materials, temporary debris, rubbish plants and equipment's, belonging to the contractor at no extra



cost. The site and surroundings shall be handed over in a neat and clean condition. In case of any failure by the contractor, the employer will get inside cleared at risk and cost of the Contractor.

#### **B. POWER AND WATER SUPPLY**

Facilities for drawing Power and water required at site for execution of the works shall be arranged by the contractor at his expense and risk. The necessary source for power & water supply has to be organized by vendor. Necessary distribution box, extension board points duly earthed, and with armoured safe power cables to be laid across the field provided point shall be in the scope of the tenderer. Further, laying of water intake and distribution pipes across the Site to various points of work from Electricity source provided water source point shall be in the scope of the tenderer. If required D.G generation sets shall be provided for Power arrangement by the contractor at his own cost. The tenderer shall make provision for temporary storage of water at suitable locations with pump if required to reach the water supply to work areas. The contractor will have to make his own arrangements for the same, without claiming any extra charge for the power and water drawl and distribution equipment.

#### **5. MACHINERY**

The Contractor shall at his own expense, supply all tools, plant and equipment (hereinafter referred to as T & P) required for execution of contract, as specified in the tender documents. whole of the works shall be executed in perfect conformity with the specifications and drawings. If contractor perform any works in a manner contrary to the specifications and drawings and without reference to the Engineer-in-charge, he shall bear all the costs arising or ensuring there from.

- a) All technical documents regarding the construction of works are given in the metric system and work should be carried out according to metric system.
- b) The work shall be carried out as per detailed drawings supplied by the employer. The working drawings shall be emailed progressively to the contractor free of cost. The contractor shall keep one set of drawings (duly protected from dust and wear and tear) at his own expenses always available at site for reference of Engineer-in-charge and other representatives.
- d) The works shall be carried out as per detailed specifications enclosed with the tender. For items for which there is no mention in the drawings, detailed specification relevant IS specification (latest edition) shall be followed.

e) The contractor shall submit to the Employer for their approval complete drawings, of all temporary works and staging which he may require for carrying out the works shown in the drawings.

He shall at the same time if so required by the Employer submit his calculations relating to strength and anticipated deflection in respect of any aforesaid temporary works. He shall also submit for the approval of Employer drawings showing the methods he proposes to adopt for the erection of the various parts of the temporary works. Any modification to the drawings that may be required by the Employer shall be made by the contractor at his own cost. However, notwithstanding the approval of modification required for temporary works, the contractor shall be fully responsible for their efficiency, security and maintenance and for all obligations and risks in regard to such works, specified or implied in this contract and be shall reinstate the same at his own cost, should any mishap or accident occur causing damage or injury there from, subject however, to such clauses of the General conditions as may be applicable in such cases.

#### **6. BENCH MARKS AND REFERENCE POINTS**

The contractor shall construct and maintain proper benchmarks and reference points of the intersection of all main walls, no separate payment shall be made for this and rates quoted deemed to include this cost. Surveying where ever required is in contractor scope.

#### **7. SAFETY PRECAUTIONS**

The contractor shall at times observe the safety code and make necessary action as required in the tender. In default thereof, the employer may get this done departmentally or through other agencies and recover the cost from the contractor.

The Contractors shall also abide by all the security regulations promulgated from time to time by employer.

#### **8. RATES**

The rates to be quoted are intended to provide for works duly and properly completed in accordance with the general and special conditions of contract and specifications and drawings together with such alteration and/or conditions as may be required / ordered without prejudice to the generality thereof shall include for detail of construction which are obviously and fairly intended and which may not have been specifically referred in these documents and working drawings and but are essential for execution and satisfactory completion of work including those of minor nature and shall be deemed to include and cover internal the followings.

- a) Arrangements for obtaining the clearance wherever required from statutory bodies, regarding license for construction, permanent electricity, water supply, and sanitary connections including payment of necessary fees, inspection charges and obtaining financial certificates for using these services.

The various items rates quoted in the schedule as applicable shall be deemed to include the above services and no separate payments shall be made towards these.

- b) The cost of all superintendence and labour materials, tools, plants, equipment's, mobilizing and demobilizing equipment fuel lubricants, fixture, transport charges, temporary and permanent works and quarrying charges, testing, screening, washing, handling of materials, stacking and removal charges, of any rejected materials and water and power arrangements and satisfactory maintenance of the same satisfactory completion of the work intended.
- c) All fees, duties, royalties, rent and compensation to owner for surface damage or taxes and impositions payable to local authorities, in respect of land an structure, for all materials supplied for the work or any other duties/expenses for which the contractor may become liable or may be put to under any provision of the law for the purpose of in connection with the execution of the contract including levies payable on the transactions.
- d) Settings out of works profiles etc., and of construction repair and up-keep of all centre lines, bench marks and levels and page there of including provisions of masonry/concrete pillars showing the centre line of structure/gridlines and levels and maintenance and protection of the same including providing fencing etc., throughout the period of contract.
- e) Breaking, maintenance and removal of temporary works and buildings.
- f) Supply of complete, Moulds, cost of testing of materials etc.
- g) Working in all conditions including in/under water liquid, conditions etc., and shall also include bailing or pumping out water from the foundations, basements or any other sources of whatsoever de-sludging and allied operation at any stage of work including all suspension period and delays whatsoever. Cost of curing including pumping and cost of water whatever necessary.
- h) In the interest of completion of work within the stipulated time, certain works are to be carried out during the monsoon period also. No separate payment will be made to the contractor for such works and it will be deemed to be included in the contract rates.
- i) Diversion and draining works, protection works, temporary facilities, bridges, gangway.

- j) Work at all depth in foundation below the ground level and in superstructure up to all height above ground level including all lifts and distances involved at any other place of work and disposed/barrow areas.
- k) Unless otherwise specified in the specification schedule cost of all leads/ lifts etc.
- l) Provision of centering, scaffolding, strutting props etc..
- m) All materials and labour required for fencing in a protection against risk of accidents and for providing necessary/planking strutting with hand rails, gumboots, helmets, safety belts etc., during the progress of work.
- n) Prevention on trespassing by providing barrier arrangements for the safety of the public or employees during the provision of works.
- o) Works in all shapes include and curved all sizes as shown are as required.
- p) Cleaning the site after the completion of work all debris, left out construction materials machine equipment's, temporary offices, stores, works shop etc., including dressing the area neat and clean shape.
- q) Such other incidental charges or contingencies as may have been provided for in the specifications.

#### **9. LABOUR COLONIES**

Labour camp will not be permitted within the project premises.

#### **10. ESCALATION**

The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies, arising from, acts passed by parliament or by state legislature, the rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come in to force subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come in to effect after tender, or on any other ground, will be entertained on any account.

#### **11. QUANTITY**

The probable quantities of the several items of work are furnished in the schedule of quantities. It must be clearly understood that neither the probable quantities nor the value of individual items nor the aggregate value of the entire work shall be binding on the Employer/Engineer does not in any way assure the contractor or Guarantee that the said probable quantities are correct or that the work will correspond to these. The Employer/Engineer reserve the right to omit, vary or add to the item/work described in the schedule, of quantities and no claim for compensation will be entertaining on this account.

## **12. VARIATION/ DEVIATION IN QUANTITIES**

The contractor shall not make any alteration in addition to or omission from the work as described in the tender document except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the accepting officer in writing and incorporated in the contract. The rates quoted are firm.

## **13. MATERIALS**

BHEL will not supply any materials unless otherwise specified.

## **14. SUPPLY OF CEMENT, STEEL, PAINT AND OTHER CONSTRUCTION MATERIALS, IS TO BE MADE BY CONTRACTOR**

**Makes / Source of supply of cement, steel, paint and other construction materials shall be as per approval of BHEL/ NTPC**

## **15. SUPPLY BY CONTRACTOR**

The work is for a completed job including labour and supply of all materials except those otherwise specified in the bid document.

The material and works shall be subject to inspection and test as per field quality plan (FQP) duly approved by BHEL/ NTPC

All materials supplied by the contractor according to the contract conditions shall be subject to inspection and passing by the Engineer-in-charge or his representatives from time to time, the contractor providing all facilities for such instruction free of cost.

BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place where such stores or materials are being fabricated or manufactured or at any place the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made of any stores or materials supplied by the contractor shall provide at his own expense all facilities which the Engineer-in-charge may require for this purpose. If at the discretion of the Engineer-in-charge an independent expert is employed to make any such tests his charges shall be borne by the contractor only if the tests disclosed that the said stores or materials are not in accordance with the provision of the contract.

Should the Engineer-in-charge/Civil Engineer consider at any time during the construction or reconstruction or prior to the expiry of the Maintenance Period that the stores or materials provided by the contractor are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract (in respect where the decision of the Engineer-in-charge/Civil Engineer shall be final and conclusive) the contractor shall on demand, in writing from the Engineer-in-charge specifying the stores or materials complained of, not with-standing that the same may have been inadvertently passed, certified that and paid forth with remove the stores or materials so specified and provide other and suitable stores or materials at his own expense, to the entire satisfaction of the Engineer-in-charge/Civil



Engineer and in the event of his failing to do so within a period to be specified by the Engineer-in-charge/ Civil Engineer, in his demand aforesaid, the Engineer-in-charge/ Civil Engineer may replace within the other stores or materials complained of at the risk and expense in all respect of the contractor.

The liability of the contractor under this conditions, shall not extend beyond the maintenance period aforesaid except as regards stores or materials which the Engineer-in-charge/ Civil Engineer shall have previously given notice to the contractor to replace (Maintenance period for any work under this organization will be six months from the date of actual completion of the particular work and handing over to BHEL).

#### **16. INTERRUPTION TO THE WORKS**

While quoting the rates/prices the Contractor should take in to account the fact that due to the design or other stipulations at site, or the necessity to follow a particular sequence of overall construction operation, or non-supply of particular drawings, or the connected work or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruptions will be entertained on any account.

#### **17. EXTENSION OF TIME OR PENALTY/ LIQUIDATED DAMAGES**

Extension of time or penalty/liquidated damages as the case may be will be determined as stipulated in clause No. 2.7.9 of BHEL General Conditions of Contract 2019.

#### **18. COMPLETION OF WORK AND MEASUREMENT**

- a) All work shall be carried out according to authorized dimensions and measurement will be restricted to those authorized dimension even though the Contractor may for convenience of this work exceed the authorized dimensions.
- b) All work shall be measured in accordance with the applicable standard method of measurements prescribed by the Indian Standard Institution (1200 latest edition) unless otherwise specified.
- c) The Contractor shall admit for technical inspection, works which are likely to be embedded or covered by other works and have the necessary measurement books and certificates to this effect duly signed by the Engineer before the works are covered.
- d) On completion of the work, the Contractor must submit to the Engineer the following documents for passing of works.
  - i) A copy of the working drawing showing there on all addition and alterations in the process of execution.
  - ii) A certificate for embedded and covered up works as in sub-para (C) above
- e) The authorized Contractors representative and a representative of the Employer shall jointly sign a certificate of handing over any completed work and date of signature of that certificate will be that the date from which the maintenance period of that unit will be reckoned.

f) Notwithstanding the above, insurance cover has to be taken by the contractor for the full value of work as also for the duration of the contract period. 50% of the Security Deposit shall be released only on the total completion of the building and handing over to BHEL to their satisfaction. Remaining 50% of Security Deposit shall be released subject to the stipulation in BHEL's GCC after 6 months from the date of completion of the building.

#### **19. MAINTENANCE OF WORK**

The contractor will be responsible for the maintenance of works during the period of construction until the various items are taken over, and for a further period of six months, from the date of taking over.

If the contractor fails to maintain the building satisfactorily, it will be got done by other agency and cost towards such maintenance together with departmental charges will be recovered from his bills/dues.

#### **20. SECURITY DEPOSIT**

Upon acceptance of the tender, the successful tenderer shall remit the security deposit with Bharat Heavy Electricals Ltd within the time as specified in the Letter of Intent.

The rate of Security Deposit will be 5% of work order value.

The contractor should submit the Security Deposit before the start of the work by

- i) Cash (as permissible under the income Tax Act).
- ii) Pay order, demand draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc.,(Certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from scheduled Banks/ Public financial Institutions as defined in the companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit. The Security Deposit shall not carry any interest.

**NOTE:** Accepting of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour on BHEL. However, BHEL will not



be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

For extra items of work and deviated quantities, security deposit will be recovered at 10% of the value of deviated amount. The security deposit will be released as stipulated under relevant clause of GCC2019.

## **21. RUNNING ACCOUNT PAYMENTS**

During execution of work, monthly payments of all works in place will be made on the basic measurements recorded in measurement sheet/book in respect of items executed but no claim on the account will be entertained, if for any reason payments are not so made. PRICE VARIATION clause not applicable.

## **22.1 MOBILIZATION ADVANCE/ ADVANCE PAYMENT - NOT APPLICABLE**

## **22.2 INTEREST & RECOVERY - NOT APPLICABLE**

## **23. Statutory Deduction towards Income Tax will be made as per rules.**

**24.** In respect of all labour directly or indirectly employed on the work by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 or any amendment thereof and all legislations and rules of the State and or Central Government or other Authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of the register etc., will be deemed to be part of the contract.

**25.** The Contractor is required to take insurance for all workers employed on works towards payment for workmen compensation. The insurance has to be taken out within 15 days of the award of work and has to be produced at the time of signing agreement. Half (1/2%) shall be deducted for every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen. However the contractor shall be fully responsible for all the consequences arising out of such default. This may also be read with relevant clauses of BHEL GCC 2019.

## **25. TIME OF COMPLETION**

The date of commencement of work shall be counted from the date of handing over the site to the contractor. It may be clearly understood that time is the essence of the contract and the entire work should be completed within the time imposed in the tender document letter of intent.

**26.** The Contractor has to pay the Works Contract Tax (Under relevant section of the State Government Act) of their own on Monthly basis.

**27.** The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or noncompliance with any of the terms & conditions of the contract by the contractor. The management of BHEL shall have the right to terminate the contractor forthwith



without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the Earnest Money Deposit/Security Deposit paid by the contractor shall stand forfeited.

#### **28. SPECIAL CONDITIONS OF TENDER**

- i) The successful bidder should open local office for Technical staff/Administrative group at Bangalore City for easy interactions/ monitoring of work at site./ Attend meetings at Bangalore city/site as and when instructed by BHEL.
- ii) Tenderers should not disclose any price bid details/discounts in the technical bids.
- iii) The successful bidder should construct site office / toilets for their workmen at site in consultation with Engineer-in-charge.

#### **29. WORKMEN COMPENSATION POLICY**

The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken out within 15 days of the award of work and has to be provided at the time of signing the agreement. Half percent (0.5%) of the amount shall be deducted from every bill if the contractor fails to produce a proof of having taken such an insurance to cover his workmen. However the contractor shall be fully responsible for the consequences arising out of such default.

## LIST OF INDIAN STANDARD

Following is the list of various Indian Standards,  
Relevant to the Civil Engg., work

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### **1. EARTH WORK**

- i) IS 1200-1992, Method Part I Earthwork, Measurement of Building, and Civil Engineering works, and chapter No.2 of CPWD/specification 1977.

### **2. MORTAR (PLASTERING)**

- 1) IS2394-1984: Code of practice for application of lime plasters finish.
- 2) IS1661-1972: Code of practice for application of cement lime plasters finish.
- 3) IS2402-1963: Code of practice for external rendered finishes.

### **3. CONCRETE WORK & RCC WORK**

- 1) IS456-2000: Code of practice for plain and reinforced concrete.
- 2) IS432(part 1) –1982( Third Revision): Mild steel and medium tensile steel bars
- 3) IS1766-1998: Cold twisted steel bars for concrete reinforcement.

### **4. BRICK WORK**

- 1) IS2212-1991: Code of practice for brick work.

### **5. STONE WORK**

- 1) IS1597-1992 (Part – I & II): Code of practice for construction of stone masonry.

### **6. MARBLE WORK**

- 1) IS1124-1974: Methods of test for water absorption of natural building works.

### **7. STEEL WORK**

- 1) IS 800-2007(Third Revision): Code of practice for use of structural steel in general building construction.
- 2) IS1308-1984: Steels doors, windows and ventilators
- 3) IS 1081-1960: Code of practice for fixing glazing of metal (steel & aluminium doors, windows & ventilators)
- 4) IS 1161-1998: Steel tubes for structural purposes.
- 5) IS4351-2003: Steel doorframes.
- 6) IS-6245-5245-1971: Metal rolling shutters and rolling grills.

## 8. FLOORING

- 1) IS2114-1984: Code of practice for laying in situ terrazzo floor finish.
- 2) IS2571-1970: Code of practice for in situ cement concrete flooring.
- 3) IS5318-1969: Code of practice of lying of flexible P.V.C. sheet & tiles flooring.

## 9. ROOFING

- 1) IS3007(pt-I)-1999: Code of practice of lying of corrugated cement sheets.

## 10. FINISHING

- 1) IS133-2004: Enamel, Interior (a) under coating (b) Finishing colour as required.
- 2) IS348-1968: French Polish.
- 3) IS427-2005: Distemper, dry colour as required.
- 4) IS425-1969: Distemper, oil emulsion as required.
- 5) IS5410-1992: Cement paint, Colour as required.
- 6) IS5411 (pt.1)-1974: Plastic emulsion paint for interior use.
- 7) IS6278-1971: Code of practice for white washing & color washing.

## 11. DEMOLITION AND DISMANTLING

- 1) IS1200 (pt. 18)-1974: Method of measurements of demolition and dismantling.

## 12. SAFETY CODE

- 1) IS5916-1970: Safety code for construction including use of hot bituminous materials.
- 2) IS4130-1991: Safety code for demolition of building.
- 3) IS3754-1966: Safety code for excavation works.
- 4) IS3696(Pt-1)-1987: Safety code for Scaffolds.

### A) DISTEM PERING ON NEW SURFACE. (OILBOUND)

1. COAT OF PRIMER	...	0.07 Litre/Sq.m (one coat)
2. COAT OF DISTEMPER	....	0.10 Kg/Sq.m (2 coats)

### DISTEM PERING WITHOUT PRIMER

FOR 1 COAT	.....	0.10 Kg/Sq.m (For 1 coat)
FOR 2 COATS	.....	0.15 Kg/Sq.m (For 2 coats)

### B) SYNTHETIC ENAMEL PAINT.

a) ON NEW SURFACE	...PRIMER ...	0.09 Litre/Sq.m (For 1 coat)
ENAMEL PAINT	(2 COATS) ...	0.15 Litre/Sq.m (For 2 coats)
b) ON OLD SURFACE		
2 COATS WITHOUT PRIMER	...	0.20 Litre/Sq.m

1 COAT	...	0.10 Litre/Sq.m
<b>c) WATER PROOF CEMENT PAINT</b>		
1 COAT	...	0.18 Kg/Sq.m
2 COAT	...	0.30 Kg/Sq.m
<b>d) PLASTIC EMULSION PAINT:</b>		
2 COATS OF PLASTIC EMULSION	...	0.09 Litre/Sq.m
1 COAT OF PLASTIC EMULSION	...	0.073 Litre/Sq.m
<b><u>ON NEW SURFACE</u></b>		
1 COAT PLASTIC FIX PRIMER	...	0.081 Litre/Sq.m
2 COATS PLASTIC EMULSION	...	0.09 Litre/Sq.m

These standards are indicative, any additional IS standard/specification required to be followed shall be adhered to by the contractor.

### **FASTENER SUPPLY**

- 1) All fastener shall be supplied as per BOM attached with tender document.
- 2) BHEL may carry out Pre shipment inspection (PSI) of fasteners. Every PSI Call should accompany the following reports:
  - a) Internal inspection report of the vendor (Dimensional) as per instruction specified in BHEL Material Quality Plan.
  - b) Photographs of the offered lot.
  - c) BHEL will go through the reports and depute BHEL personnel for Pre Shipment Inspection. Chemical and Mechanical properties report has to be essentially from NABL approved lab.
- 3) **Packing instructions**  
 Hardware's shall be supplied in plastic wrapped hessian cartons/plastic wrapped thick cardboard cartons to avoid bursting and spillage of contents during transport and storage at site. Each carton shall be clearly identified with the type of hardware packed in it and its quantity. Each Cartons shall not exceed 20-25 kg for easy handling and storage at site.



## FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, Special conditions, Specifications tender schedule, Contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or elsewhere in the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.



ENCLOSURE: C

**CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT**

**ARBITRATION:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or has been other as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, of or the execution or failure to execute the same whether arising during the program progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Managing Executive Director/General Manager Chief Engineer is unable or unwilling to act, to a as the sole arbitration of some other person appointed by the Executive Director / General Manager, willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL SBD or an employee of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of its his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the to matter is originally referred being transferred or by vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint account another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.



It is a term of a contract that the party involving invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge extend the time, for making the publishing the awards.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due to or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) ..... dtd: .....  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
Rs..... Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs..... Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs for ..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant





Tender Enquiry No & Date:

Work Description:

**SITE INSPECTION CERTIFICATE**

This is to Certify that, I / We.....

..... had inspected the proposed

Construction site thoroughly and understood the scope of works to be carried out in line with construction drawings/designs/data/Bill of quantities/schedule of items / Specifications as brought out in the Tender as desired by BHEL.

Agreeable to all Terms & Conditions of Contract and assure to complete the work

Within the stipulation time frame.

**Note:** In case of bidder unable to visit the site due to any reason, bidder may kindly note that it is the responsibility of the bidder to ensure and understand the scope of work and site condition in line with NIT terms and condition.

Signature of the contractor

Name:  
Seal



## Declaration in Vendors Letter head

Tender Enquiry No & Date:

Work Description:

**Subject: Certification of MSE or Qualifying PPP-MII ,Order 2017**

I/We hereby declare that,

I/We.....

Belong to MSE (or) qualifying PPP-MII, order2017 (relevant supporting documents attached). We also hereby declare that the information provided is correct to the best of my knowledge.

Seal & Signature of Authorized Representative /Bidder

Name:

Designation: Date:

Name of Bidder:



## FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER

(To be submitted with the offer)

[Applicable for procurement value from Rs.5.00 Lac to Rs.10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

Item Name: \_\_\_\_\_

Tender Enquiry No. :

Project: \_\_\_\_\_

Applicable percentage of Local Content .....  
(Bidder to indicate local content in percentage)

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, "PPP-MII Order"] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. ..... [Enter the name of the Bidder] [Hereinafter, "Local Supplier"] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier

(Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

\_\_\_\_\_

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of,

Authorized Signatory

(With Company Seal & Signature)

Date:

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.

NIT Issued By  
Premnaraian Srivas  
Engineer-Civil, BHEL-SBD(WCC)

CONTACTOR (SIGN & SEAL)



(TO BE SUBMITTED IN BIDDER'S LETTER HEAD)

Undisclosed Agreement

Tender Enquiry No & Date:

Work Description:

I/We hereby declare that, I/We .....

Will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.



## Additional Clauses for GST:

1. BHEL GST Number of Nodal Agency:

Nodal Unit Registered as Supplier of Goods/Services in GST: **GUJARAT**  
GSTIN of Nodal Unit: Will be intimated later after award of work.

2. HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted.
3. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.
4. Payment of GST to vendors as applicable will be made only if it is matching with data uploaded by Vendors
5. Vendors to give undertaking that GST as mentioned in the Invoice has been paid/will be paid either through cash or admissible input credit and also file the returns
6. For invoices paid on Reverse charge basis – that it is “payable on reverse charge basis” to be mentioned on the invoice.
7. With respect to supplies, vendor should intimate BHEL immediately on dispatch for parallel billing on customer
8. Vendor should get GST registration, if not available, in the state of Gujarat immediately after placement of order.

Status of work					
"MMS PILE FOUNDATION WORK, MMS COLUMN, SUPERSTRUCTURE AND MODULE ERECTION, PILE LOAD TEST & LAND LEVELLING, GRADING AND OTHER ASSOCIATED WORKS FOR 20MW NTPC SPV PLANT AT GANDHAR , (GUJART)"					
S.NO	DESCRIPTION OF ITEM	UNIT	Total Qunatity	Quantity Executed	Balance Quantity to be Executed
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 2 km outside the periphery of the area cleared at location shown by BHEL/NTPC.	Sqm	<b>336,710.40</b>	<b>303,514.50</b>	<b>33,195.90</b>
2	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material up to a distance of 2km at location shown by BHEL/NTPC.. Beyond 60 cm girth upto and including 120 cm girth.	each	<b>100.00</b>	<b>0.00</b>	<b>100.00</b>
3	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material up to a distance of 2km at location shown by BHEL/NTPC.. Beyond 120 cm girth upto and including 240 cm girth.	each	<b>50.00</b>	<b>0.00</b>	<b>50.00</b>
4	Boring (with DTH/drilling machine) in any kind of soil/rock, providing and installing bored cast-in-situ <b>single under reamed piles</b> reinforced/Plain cement concrete piles of grade M-25 of specified diameter and length below the pile cap, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of concrete, marking of pile location as per approved drawing with total station machine, boring, with bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc. all complete, (Cement Content shall be as per approved MIX DESIGN by BHEL/Owner) including removal of excavated earth with all lifts and leads (Length of pile for payment shall be measured upto bottom of pile cap). <b>300 mm dia piles.</b>	METER	<b>12,952.00</b>	<b>9,551.55</b>	<b>3,400.45</b>
5	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced/Plain cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge (Cement Content shall be as per approved MIX DESIGN by BHEL/Owner).All works upto plinth level : <b>MMS PILE CAP APPROX. HEIGHT 200MM FROM GL.</b>	CUM	<b>212.00</b>	<b>21.20</b>	<b>190.80</b>
6	Centering and shuttering including strutting, propping etc. and removal of form for all heights : Foundations, footings, bases of columns, etc. for mass concrete.	Sqm	<b>2,826.00</b>	<b>282.60</b>	<b>2,543.40</b>
7	Erection of Columns, Erection and Alignment of Column (structure legs) in plumb, as per the Co-ordinates of BHEL MMS coordinate drawing, inside pile foundation before pouring of concrete complete in all respect including template etc,collecting of columns material from store,shifting to work location,unpacking, disposal of unwanted packing material at identified location as per instruction of Engineer in charge. Complete all. (COLUMN MATERIAL SUPPLY BY BHEL).	Tonnes	<b>285.97</b>	<b>85.46</b>	<b>200.51</b>
8	Erection of Structure material using required fasteners as per BHEL GA-Drawing.Assembly to mentioned inclined angle,tightening of accessories using tools at mentioned torque including collecting structure material from store,shifting to work location,unpacking, disposal of unwanted packing material at identified location <b>as per instruction of Engineer in charge</b> complete all. (STRUCTURE MATERIAL SUPPLY BY BHEL).	Tonnes	<b>1,464.00</b>	<b>146.00</b>	<b>1,318.00</b>
9	Erection of modules,placing,tightening using tools at desired/designed torque..(size approximately 1966 x 986 x 35 mm, Approx. Weight: 25 kg). including Erection bolts & nuts as per drawing and collecting module from BHEL STORE unpacking,shifting to work location, storing of modules packing material at identified location and handing over to BHEL as per instruction of Engineer In-charge, lead upto 5 KM ( <b>PV MODULES SUPPLY BY BHEL</b> ) all complete.	Nos	<b>89,700.00</b>	<b>9,000.00</b>	<b>80,700.00</b>
10	Earth work in excavation by mechanical means (Hydraulic excavator, dozer, etc.,)/ manual means over areas (any depth. 1.5m in width as well as 10 sqm on plan) including, rolling, watering, compaction, & getting out & disposal of excavated earth, lead upto 5 km and lift upto 1.5m, disposed earth to be levelled, rolled/heavily dressed as per direction of Engineer-in -charge. including watering, rolling compaction under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density). <b>all kind of soil.</b>	cum	<b>42,089.00</b>	<b>39,448.50</b>	<b>2,640.50</b>
11	Earth work in excavation by mechanical means (Hydraulic excavator, dozer, etc.,)/ manual means over areas (any depth. 1.5m in width as well as 10 sqm on plan) including, rolling, watering, compaction, & getting out & disposal of excavated earth, lead upto 5 km and lift upto 1.5m, disposed earth to be levelled, rolled/heavily dressed as per direction of Engineer-in -charge. <b>Ordinary rock.</b>	cum	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>

Status of work					
"MMS PILE FOUNDATION WORK, MMS COLUMN, SUPERSTRUCTURE AND MODULE ERECTION, PILE LOAD TEST & LAND LEVELLING, GRADING AND OTHER ASSOCIATED WORKS FOR 20MW NTPC SPV PLANT AT GANDHAR ,(GUJART)"					
S.NO	DESCRIPTION OF ITEM	UNIT	Total Qunatity	Quantity Executed	Balance Quantity to be Executed
12	<b>Filling and banking with excavated earth</b> in layers not exceeding 20 cm in depth, breaking clods, watering, rolling each layer with ½ tonne roller or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up in embankments for roads, flood banks, marginal banks and guide banks or filling up ground depressions, lead upto 5km and lift upto 1.5 m under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density: All kinds of soil).	Cum	<b>3,000.00</b>	<b>0.00</b>	<b>3,000.00</b>
13	Finishing pile cap with <b>water proofing cement paint</b> of required shade :New work (Two or more coats applied @ 3.84 kg/10 sqm).	sqm	<b>3,873.00</b>	<b>0.00</b>	<b>3,873.00</b>
14	<b>Demolishing cement concrete</b> manually/ by mechanical means including disposal of material within 5km/away from plant premises lead as per direction of Engineer - in-charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix).	Cum	<b>15.00</b>	<b>14.78</b>	<b>0.22</b>
15	<b>Demolishing brick work /RRM</b> manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 5km/away from plant premises lead as per direction of Engineer-in-charge.	Cum	<b>15.00</b>	<b>0.00</b>	<b>15.00</b>
16	<b>Demolishing R.C.C. work</b> manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 5km/away from plant premises lead as per direction of Engineer - in-charge.	Cum	<b>15.00</b>	<b>0.00</b>	<b>15.00</b>
17	Extra for <b>cutting reinforcement bars</b> manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineer -in -charge.	Sq.m	<b>15.00</b>	<b>0.00</b>	<b>15.00</b>
18	<b>Vertical load testing(initial)</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. complete as per specification and upto 50 tonne capacity pile. all complete as per the direction of engineer in charge.	Nos	<b>17.00</b>	<b>0.00</b>	<b>17.00</b>
19	<b>Pull out load testing (initial)</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. complete as per specification and upto 50 tonne capacity pile. all complete as per the direction of engineer in charge.	Nos	<b>19.00</b>	<b>6.00</b>	<b>13.00</b>
20	<b>Lateral load testing(initial)</b> of single pile in accordance with IS:2911 (Part-4) for determining safe allowable lateral load on pile upto 50 tonne capacity as per direction of engineer in charge.	Nos	<b>19.00</b>	<b>6.00</b>	<b>13.00</b>
21	<b>Vertical load testing</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. <b>Routine test</b> (test load 1.5 times the safe capacity) complete as per the direction of engineer in charge.	Nos	<b>299.00</b>	<b>0.00</b>	<b>299.00</b>
22	<b>Uplift testing</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. <b>Routine test</b> (test load 1.5 times the safe capacity) complete as per the direction of engineer in charge.	Nos	<b>299.00</b>	<b>0.00</b>	<b>299.00</b>
23	<b>Lateral load testing</b> of single pile in accordance with IS:2911 (Part-4) for determining safe allowable lateral load on pile. <b>Routine test</b> (as per design load) complete as per the direction of engineer in charge.	Nos	<b>299.00</b>	<b>0.00</b>	<b>299.00</b>
24	Boring (with DTH/drilling machine) in any kind of soil/rock, providing and installing bored cast-in-situ reinforced/Plain cement concrete piles of grade M-25 of specified diameter and length below the pile cap, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of concrete, marking of pile location as per approved drawing with total station machine, boring, with bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc. all complete, (Cement Content shall be as per approved MIX DESIGN by BHEL/Owner) including removal of excavated earth with all lifts and leads (Length of pile for payment shall be measured from bottom of pile cap). . <b>350 mm dia piles,</b>	METER	<b>24,000.00</b>	<b>657.00</b>	<b>23,343.00</b>
25	Punching/Drilling Hole (approx dia 12 mm ) on existing supplied column (approx.Column thickness 2.5 mm) as directed by NTPC/Engineer in charge	Nos	<b>8,000.00</b>	<b>1,250.00</b>	<b>6,750.00</b>

Tender Inviting Authority: Premnaraian Srivas

Name of Work: Balance work of MMS pile foundation work, MMS Column, Superstructure and Module erection, Pile load test &amp; Land Levelling, Grading and other associated works

Contract No: E157686

Dt: 18.11.2021

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b> <i>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</i>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
	<b>MMS pile foundation work, MMS Column, Superstructure and Module erection, Pile load test &amp; Land Levelling, Grading and other associated works</b>					
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 2 km outside the periphery of the area cleared at location shown by BHEL/NTPC.	33195.900	Sqm	9.831	<b>326348.893</b>	INR Three Lakh Twenty Six Thousand Three Hundred & Forty Eight and Paise Eighty Nine Only
2	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material up to a distance of 2km at location shown by BHEL/NTPC.. Beyond 60 cm girth upto and including 120 cm girth.	100.000	each	1326.830	<b>132683.000</b>	INR One Lakh Thirty Two Thousand Six Hundred & Eighty Three Only
3	Felling trees of the girth (measured at a height of 1 m above ground level), including cutting of trunks and branches, removing the roots and stacking of serviceable material and disposal of unserviceable material up to a distance of 2km at location shown by BHEL/NTPC.. Beyond 120 cm girth upto and including 240 cm girth.	50.000	each	6158.678	<b>307933.900</b>	INR Three Lakh Seven Thousand Nine Hundred & Thirty Three and Paise Ninety Only
4	Boring (with DTH/drilling machine) in any kind of soil/rock, providing and installing bored cast-in-situ <b>single under reamed piles</b> reinforced/Plain cement concrete piles of grade M-25 of specified diameter and length below the pile cap, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of concrete, marking of pile location as per approved drawing with total station machine, boring, with bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc. all complete, (Cement Content shall be as per approved MIX DESIGN by BHEL/Owner) including removal of excavated earth with all lifts and leads (Length of pile for payment shall be measured upto bottom of pile cap). <b>300 mm dia piles.</b>	3400.450	METER	1736.203	<b>5903871.491</b>	INR Fifty Nine Lakh Three Thousand Eight Hundred & Seventy One and Paise Forty Nine Only
5	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced/Plain cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge (Cement Content shall be as per approved MIX DESIGN by BHEL/Owner).All works upto plinth level : <b>MMS PILE CAP APPROX. HEIGHT 200MM FROM GL.</b>	190.800	CUM	5421.898	<b>1034498.138</b>	INR Ten Lakh Thirty Four Thousand Four Hundred & Ninety Eight and Paise Fourteen Only
6	Centering and shuttering including strutting, propping etc. and removal of form for all heights : Foundations, footings, bases of columns, etc. for mass concrete.	2543.400	Sqm	208.780	<b>531011.052</b>	INR Five Lakh Thirty One Thousand &Eleven and Paise Five Only
7	Erection of Columns, Erection and Alignment of Column (structure legs) in plumb, as per the Co-ordinates of BHEL MMS coordinate drawing, inside pile foundation before pouring of concrete complete in all respect including template etc.collecting of columns material from store,shifting to work location,unpacking, disposal of unwanted packing material at identified location as per instruction of Engineer in charge. Complete all. ( <b>COLUMN MATERIAL SUPPLY BY BHEL</b> ).	200.510	Tonnes	3658.056	<b>733476.809</b>	INR Seven Lakh Thirty Three Thousand Four Hundred & Seventy Six and Paise Eighty One Only
8	Erection of Structure material using required fasteners as per BHEL GA-Drawing,Assembly to mentioned inclined angle ,tightening of accessories using tools at mentioned torque including collecting structure material from store,shifting to work location,unpacking, disposal of unwanted packing material at identified location as per instruction of Engineer in charge complete all. ( <b>STRUCTURE MATERIAL SUPPLY BY BHEL</b> ).	1318.000	Tonnes	878.048	<b>1157267.264</b>	INR Eleven Lakh Fifty Seven Thousand Two Hundred & Sixty Seven and Paise Twenty Six Only

9	Erection of modules, placing, tightening using tools at desired/designed torque..(size approximately 1966 x 986 x 35 mm, Approx. Weight: 25 kg). including Erection bolts & nuts as per drawing and collecting module from BHEL STORE unpacking, shifting to work location, storing of modules packing material at identified location and handing over to BHEL as per instruction of Engineer In-charge, lead upto 5 KM <b>(PV MODULES SUPPLY BY BHEL)</b> all complete.	80700.000	Nos	8.256	<b>666259.200</b>	INR Six Lakh Sixty Six Thousand Two Hundred & Fifty Nine and Paise Twenty Only
10	Earth work in excavation by mechanical means (Hydraulic excavator, dozer, etc.)/ manual means over areas (any depth. 1.5m in width as well as 10 sqm on plan) including, rolling, watering, compaction, & getting out & disposal of excavated earth, lead upto 5 km and lift upto 1.5m, disposed earth to be levelled, rolled/neatly dressed as per direction of Engineer-in -charge, including watering, rolling compaction under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density). <b>all kind of soil.</b>	2640.500	cum	139.288	<b>367789.964</b>	INR Three Lakh Sixty Seven Thousand Seven Hundred & Eighty Nine and Paise Ninety Six Only
11	Earth work in excavation by mechanical means (Hydraulic excavator, dozer, etc.)/ manual means over areas (any depth. 1.5m in width as well as 10 sqm on plan) including, rolling, watering, compaction, & getting out & disposal of excavated earth, lead upto 5 km and lift upto 1.5m, disposed earth to be levelled, rolled/neatly dressed as per direction of Engineer-in -charge. <b>Ordinary rock.</b>	500.000	cum	279.966	<b>139983.000</b>	INR One Lakh Thirty Nine Thousand Nine Hundred & Eighty Three Only
12	<b>Filling and banking with excavated earth</b> in layers not exceeding 20 cm in depth, breaking clods, watering, rolling each layer with ½ tonne roller or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up in embankments for roads, flood banks, marginal banks and guide banks or filling up ground depressions, lead upto 5km and lift upto 1.5 m under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density: All kinds of soil).	3000.000	Cum	172.169	<b>516507.000</b>	INR Five Lakh Sixteen Thousand Five Hundred & Seven Only
13	Finishing pile cap with <b>water proofing cement paint</b> of required shade :New work (Two or more coats applied @ 3.84 kg/10 sqm).	3873.000	sqm	66.169	<b>256272.537</b>	INR Two Lakh Fifty Six Thousand Two Hundred & Seventy Two and Paise Fifty Four Only
14	<b>Demolishing cement concrete</b> manually/ by mechanical means including disposal of material within 5km/away from plant premises lead as per direction of Engineer - in- charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix).	0.220	Cum	1360.746	<b>299.364</b>	INR Two Hundred & Ninety Nine and Paise Thirty Six Only
15	<b>Demolishing brick work /RRM</b> manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 5km/away from plant premises. lead as per direction of Engineer-in-charge.	15.000	Cum	394.000	<b>5910.000</b>	INR Five Thousand Nine Hundred & Ten Only
16	<b>Demolishing R.C.C. work</b> manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 5km/away from plant premises lead as per direction of Engineer - in- charge.	15.000	Cum	1985.153	<b>29777.295</b>	INR Twenty Nine Thousand Seven Hundred & Seventy Seven and Paise Twenty Nine Only
17	Extra for <b>cutting reinforcement bars</b> manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineer -in- charge.	15.000	Sq.m	642.102	<b>9631.530</b>	INR Nine Thousand Six Hundred & Thirty One and Paise Fifty Three Only
18	<b>Vertical load testing(initial)</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. complete as per specification and upto 50 tonne capacity pile. all complete as per the direction of engineer in charge.	17.000	Nos	1817.760	<b>30901.920</b>	INR Thirty Thousand Nine Hundred & One and Paise Ninety Two Only
19	<b>Pull out load testing (initial)</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. complete as per specification and upto 50 tonne capacity pile. all complete as per the direction of engineer in charge.	13.000	Nos	1817.760	<b>23630.880</b>	INR Twenty Three Thousand Six Hundred & Thirty and Paise Eighty Eight Only
20	<b>Lateral load testing(initial)</b> of single pile in accordance with IS:2911 (Part-4) for determining safe allowable lateral load on pile upto 50 tonne capacity as per direction of engineer in charge.	13.000	Nos	1817.760	<b>23630.880</b>	INR Twenty Three Thousand Six Hundred & Thirty and Paise Eighty Eight Only
21	<b>Vertical load testing</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. <b>Routine test</b> (test load 1.5 times the safe capacity) complete as per the direction of engineer in charge.	299.000	Nos	110.888	<b>33155.512</b>	INR Thirty Three Thousand One Hundred & Fifty Five and Paise Fifty One Only
22	<b>Uplift testing</b> of piles in accordance with IS 2911(part-4) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. <b>Routine test</b> (test load 1.5 times the safe capacity) complete as per the direction of engineer in charge.	299.000	Nos	110.888	<b>33155.512</b>	INR Thirty Three Thousand One Hundred & Fifty Five and Paise Fifty One Only
23	<b>Lateral load testing</b> of single pile in accordance with IS:2911 (Part-4) for determining safe allowable lateral load on pile. <b>Routine test</b> (as per design load) complete as per the direction of engineer in charge.	299.000	Nos	110.888	<b>33155.512</b>	INR Thirty Three Thousand One Hundred & Fifty Five and Paise Fifty One Only
24	Boring (with DTH/drilling machine) in any kind of soil/rock, providing and installing bored cast-in-situ reinforced/Plain cement concrete piles of grade M-25 of specified diameter and length below the pile cap, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of concrete, marking of pile location as per approved drawing with total station machine, boring, with bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc. all complete, (Cement Content shall be as per approved MIX DESIGN by BHEL/Owner) including removal of excavated earth with all lifts and leads (Length of pile for payment shall be measured from bottom of pile cap). <b>. 350 mm dia piles,</b>	23343.000	METER	1282.603	<b>29939801.829</b>	INR Two Crore Ninety Nine Lakh Thirty Nine Thousand Eight Hundred & One and Paise Eighty Three Only
25	Punching/Drilling Hole (approx dia 12 mm ) on existing supplied column (approx.Column thickness 2.5 mm) as directed by NTPC/Engineer in charge	6750.000	Nos	12.000	<b>81000.000</b>	INR Eighty One Thousand Only
<b>Total in Figures</b>					<b>42317952</b>	INR Four Crore Twenty Three Lakh Seventeen Thousand Nine Hundred & Fifty Two and Paise Forty
<b>Quoted Rate in Figures</b>					<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>	

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
	<p style="text-align: center;"><b>CIVIL WORKS</b></p>
<u>PROJECT:</u> 25 MW FLOATING SOLAR PV PROJECT AT NTPC SIMHADRI IN ANDHRA PRADESH	PAGE 1

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
<p>1.0 <b>SITE LEVELLING AND GRADING:</b></p> <p>1.1 Site levelling works involves the following works:</p> <p>1) All works related to site clearance including removal of bushes, trees, levelling, grading, finishing and other additional works shall be carried out by the Contractor. Mandatory permission/ licenses/ statutory clearances from Competent Authorities for site levelling activities like removal of tree and bushes, undertaking blasting related works, disposal of cutting material etc. shall be carried out by the contractor.</p> <p>2) Site grading level shall be fixed with due reference to site drainage of the whole area, existing drainage pattern, maximum flood level and system requirements.</p> <p>3) Site levelling works/scheme shall match with the specific functional requirement of Solar PV optimum generation considering the full utilization of the plot area for the desired capacity.</p> <p>4) Consideration from the boundary and fencing requirements.</p> <p>1.2 Based on the spot level, contour survey done and meeting above requirements, bidder can propose different site grade levels. The site levelling may be carried in patches/blocks. Bidder may also propose the site leveling and grading matching with the <b>natural topography</b> of the land considering the optimized use of the land, however bidder shall ensure to meet the desired power generation capacity in the allotted plot area. Bidder shall also ensure that no water ponding and flooding occurs in the low lying areas &amp; effective drainage is provided in the whole plot area, in all kind of site levelling and grading or plant at natural topography schemes, bidders has to ensure to provide proper and effective drainage system in line with "Drainage System" chapter. After performing the optimization of levels from the detailed site survey by the Contractor, the final formation level of the plot in various areas shall be finalized. The area shall be suitably cut and filled to suit the layout requirement. The site levelling and grading scheme incorporating the above aspects shall be submitted to NTPC for approval.</p> <p>1.3 Fill shall normally be made up of Cohesive Non swelling material capable of being compacted upto 95% Standard Proctor density. In case earth has to be borrowed from outside the plant boundary, the same shall be arranged by the Contractor himself. The slope at the edge of graded areas</p>	<p><b>A-1 SITE LEVELING &amp; GRADING</b></p>

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
	<p>shall not be flatter than 1:1.5 (1 vertical to 1.5 horizontal) in cutting and 1:2 in filling. In case of fill by rock material, the same shall be done in line with relevant Indian Standard.</p> <p>1.4 All buildings &amp; switchyard area/sub-station area shall be constructed in levelled area. No foundation shall be allowed on back filled soil and in that case the depth of foundations shall reach up to NGL. Final Level will be approved in detail engineering.</p> <p>1.5 The slope protection measure shall be provided in case inter levelled patches level difference is more than 2.0m. Random rubble/boulder/stone pitching/concrete blocks etc. shall be provided for the slope protection for road side slope, storm water ditches/drainage, embankment slopes, inter levelled patches slopes etc. as per design requirements.</p> <p>1.6 Suitable sand erosion control measure shall be provided in case any sand dune falls inside the plot area. The same may be made with Random rubble/boulder/stone pitching/concrete blocks etc. Bidder shall also provide sufficient grass/buses/trees covers on these dune.</p>

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
<p>1.0</p> <p><b>GENERAL</b></p> <p>This chapter covers the Specific technical and functional requirements.</p> <p>The design calculations and drawings for RCC structure/Room, Steel structure, foundation system, road work, drainage, etc. shall be submitted for prior approval of NTPC before commencement of construction. The construction methodology for road works, drains shall be also be submitted for NTPC approval before start of works.</p> <p>All design of RCC and Steel structures shall be carried as per IS: 456 and IS 800 respectively and other specific code as applicable to specific structures.</p> <p><b>2.0 CMCS, INVERTER ROOMS, SECURITY ROOM:</b></p> <p>The following structures shall be designed and provided by the bidder:</p> <p>(I) <b>CMCS Building:</b> For the operation and maintenance of SPV Plant one Central Monitoring and Control Station (CMCS) with 11 KV switchgear room shall be provided. The CMCS building shall consist of the following:</p> <ol style="list-style-type: none"> <li>1. Air conditioned SCADA Room</li> <li>2. Inverter, battery room, ACDB and 11 KV Switchgear Room</li> </ol> <p>Inverter(s), battery room, ACDB and 11 KV Switchgear room shall be based on manufacturer recommendation, easy passage of O&amp;M persons and cable trench layout required. The CMCS shall be RCC framed structure with bricks/concrete blocks masonry walls.</p> <p>The minimum size &amp; requirements of the CMCS Building &amp; all items shall be as per tender drawing.</p> <p>(II) <b>Inverter Rooms:</b> Inverter rooms consist of PCU's, LT panels, batteries, etc. shall be provided based on manufacturer recommendation, easy passage of O&amp;M persons and cable trench layout required. The Inverter Room shall be RCC framed structure with bricks/concrete blocks masonry walls and containerized solutions.</p> <p>The battery and its associated equipment shall be suitably segregated inside the Inverter room with proper ventilation arrangement.</p>	

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS						
<p><b>2.1</b></p> <p><b>2.1.1</b></p> <p><b>2.1.2</b></p>	<p>The equipment inside the inverter room shall be placed so as to provide sufficient space for their maintenance.</p> <p>The layout, design and drawings for all RCC structure, etc. and foundation system shall be approved from NTPC before start of works.</p> <p>The buildings and allied works shall be designed to meet NATIONAL BUILDING CODE (SP: 07 2016) requirements.</p> <p>Finish floor level of all building shall be minimum 450 mm above from Finish graded level.</p> <p><b>Specification for RCC Building for CMCS and Inverter room.</b></p> <p>The CMCS building shall be made of RCC framed structure with bricks/concrete blocks masonry walls. The thickness of outer masonry walls shall be minimum 230mm in case of bricks and minimum 200mm thick in case of concrete blocks. The following detailed specification shall also be followed for RCC works:</p> <p><b>Floor Finishes</b></p> <table border="1" data-bbox="382 1073 1377 1291"> <tr> <td data-bbox="382 1073 663 1140">Switchgear/Inverter rooms</td><td data-bbox="663 1073 1377 1140">: Cement concrete flooring with ironite hardener.</td></tr> <tr> <td data-bbox="382 1140 663 1185">SCADA room</td><td data-bbox="663 1140 1377 1185">: Heavy duty vitrified ceramic tiles</td></tr> <tr> <td data-bbox="382 1185 663 1291">Battery room</td><td data-bbox="663 1185 1377 1291">: Acid Alkali resistance tile flooring or acid alkali resistant epoxy coating over concrete flooring with ironite hardener</td></tr> </table> <p>Flooring for air conditioned areas area shall be provided with vitrified ceramic tiles of size 600X 600 mm of min 9 mm thickness, laid with 3 mm ground joints as per approved pattern. Cement concrete flooring shall conform to IS 2571.</p> <p>The floor finish for toilet shall be vitrified ceramic anti-skid tiles and Dado glaze ceramic tiles upto 2.1m shall be used. The normal size of Ceramic tiles shall be 300 mm X 300 mm X 9 mm and shall comply IS: 15622.</p> <p>Finish floor level of all building shall be minimum 600 mm above from Finish graded level.</p> <p><b>False Ceiling</b></p> <p>The SCADA room shall be provided with false ceiling of 15 mm thick mineral fiber board, in tile form of size 600mm x 600mm, along with</p>	Switchgear/Inverter rooms	: Cement concrete flooring with ironite hardener.	SCADA room	: Heavy duty vitrified ceramic tiles	Battery room	: Acid Alkali resistance tile flooring or acid alkali resistant epoxy coating over concrete flooring with ironite hardener
Switchgear/Inverter rooms	: Cement concrete flooring with ironite hardener.						
SCADA room	: Heavy duty vitrified ceramic tiles						
Battery room	: Acid Alkali resistance tile flooring or acid alkali resistant epoxy coating over concrete flooring with ironite hardener						
<u>PROJECT: 25 MW FLOATING SOLAR PV PROJECT AT NTPC SIMHADRI IN ANDHRA PRADESH</u>	PAGE 5						

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
2.1.3	<p>galvanized light gauge rolled form supporting system in double web construction pre painted with steel capping, of approved shade and color, to give grid of maximum size of 1200x600 mm as per manufacturers details including supporting grid system, expansion fasteners for suspension arrangement from RCC, providing openings for AC ducts(if required), return air grills(if required), light fixtures, etc., all complete.</p> <p><b>Roof Finishes</b></p> <p>Roof of the Building shall consist of Cast-in-situ RCC slab with decking sheet (RCC slab with permanent formwork) The slab formwork decking sheet shall be permanently colour coated profile sheet with minimum 0.6mm thickness of grade SS255 as per ASTM A653M / grade G250 as per AS 1397 coated with zinc of class designation Z275 or aluminium zinc alloy of class designation AZ150 or similar. The decking sheet shall meet the strength, deflection and other functional requirements.</p> <p>Bidder can also provide Roof of the building as Cast-in-situ RCC slab conforming to Indian code.</p> <p>The roof of the building shall be water proof with Polymeric membrane type waterproofing as per DSR. The roof shall be designed for minimum superimposed load to 150 kg/m2.</p> <p>For efficient disposal of rainwater, the run off gradient for the roof shall not be less than 1:100 and the roof shall be provided with PVC/RCC water gutter, wherever required. Gutter shall be made water tight using suitable watertight treatment. This gradient can be provided either in structure or subsequently by screed concrete 1:2:4 (using 12.5 mm coarse aggregate) and/or cement mortar (1:4). However, minimum 25 mm thick cement mortar (1:4) shall be provided on top to achieve smooth surface. The roof of all building shall be projecting out by at least 450 mm all around the building for its external walls protection from rain water and parapet wall above the roof beam. Height of parapet wall shall be minimum 300 mm above top of roof level. Structural steel hand railings of minimum 700mm height shall also be provided over the parapet wall.</p> <p>The bidder shall also provide rain water harvesting system consisting of ground water recharge pits for CMCS building roof.</p> <p><b>View point</b></p> <p>RCC terrace of CMCS building shall also work as view point. View point shall be used for security purposes and viewing gallery. Suitable RCC half</p>
	<p><b>PROJECT:</b> 25 MW FLOATING SOLAR PV PROJECT AT NTPC SIMHADRI IN ANDHRA PRADESH</p> <p>PAGE 6</p>

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
<p>2.1.5</p> <p><b>Windows, Doors, Ventilators and Rolling Shutters</b></p> <p>Doors, windows and ventilators of air-conditioned areas, entrance lobby of all buildings, and all windows and ventilators of CMCS building shall have, powder coated (minimum thickness of powder coating 50 micron) aluminum framework with glazing. Window shall be provided with suitable aluminum grill.</p> <p>Doors of toilet areas shall be of steel framed solid core flush shutter as per IS 2202. Minimum size of door provided shall be 2.1 m high and 1.2 m wide. However, for toilets minimum width shall be 0.75 m and office areas minimum width shall be 1.20 m.</p> <p>The Bidder can also propose uPVC extruded casement/ sliding windows and doors with complete fitting and accessories as per items mentioned in DSR 2016.</p> <p>All external door of CMCS shall be provided with Collapsible metal grille with locking system.</p> <p>Doors and windows on external walls of the buildings (other than areas provided, with insulated metal claddings) shall be provided with RCC sunshade over the openings with 300 mm projection on both side of the openings. Projection of sunshade from the wall shall be minimum 450 mm over window openings and 450 mm over door openings except for main entrance door to the control room where the projection shall be 1500 mm.</p> <p>Rolling shutter (Mechanical gear operated). Rolling shutters shall be fabricated from 18-gauge steel and machine rolled with 75 mm rolling centers with effective bridge depth of 12 mm lath sections, interlocked with each other and ends locked with malleable cast iron clips to IS: 2108 and shall be designed to withstand a wind load without excessive deflection. Metal rolling shutters and rolling grills as IS: 6248</p> <p><b>Glazing</b></p> <p>All accessible ventilators and windows of all buildings shall be provided with min. 4mm thick float glass, tinted for preventing solar radiations, unless otherwise specified.</p>	
<p><b>PROJECT: 25 MW FLOATING SOLAR PV PROJECT AT NTPC SIMHADRI IN ANDHRA PRADESH</b></p>	<p>PAGE 7</p>

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS								
<p>2.1.7</p> <p><b>Paintings of wall and ceilings</b></p>	<p>For single glazed aluminium partitions and doors, toughened float glass of 10 mm thickness shall be used. All glazing work shall conform to IS: 1083 and IS: 3548.</p> <p>The glass to be used should be from reputed brand / manufacturer and as approved by NTPC. The glass should be free from distortion and thermal stress.</p> <table border="1" data-bbox="382 653 1377 1035"> <tbody> <tr> <td data-bbox="382 653 815 781"><b>Internal wall surfaces:</b> SCADA room All other rooms in plant buildings</td><td data-bbox="815 653 1377 781">-Acrylic Emulsion -Acrylic Distemper</td></tr> <tr> <td data-bbox="382 781 815 855"><b>External faces of walls:</b></td><td data-bbox="815 781 1377 855">-Exterior emulsion paint</td></tr> <tr> <td data-bbox="382 855 815 983">Walls of battery room</td><td data-bbox="815 855 1377 983">-Acid alkali resistant paint, an exposed wall above Dado -2100 mm high Dado of acid alkali resistant tiling.</td></tr> <tr> <td data-bbox="382 983 815 1035">All Ceiling</td><td data-bbox="815 983 1377 1035">-Acrylic Distemper</td></tr> </tbody> </table> <p>The paint shall be anti-fungal quality of reputed brand suitable for masonry. All painting on masonry or concrete surface shall preferably be applied by roller. If applied by brush, then same shall be finished off with roller. For painting on concrete, masonry and plastered surface, IS: 2395 shall be followed. Minimum 2 finishing coats of paint shall be applied over a coat of primer.</p> <p>For painting on steel work and ferrous metals, BS: 5493 and IS: 1477 shall be followed. The type of surface preparation, thickness and type of primer, intermediate and finishing paint shall be according to the painting system adopted.</p> <p>Ceiling of all rooms except Battery room shall be white washed. The ceiling of Battery room (if provided) shall be acid/alkali resistant paint. CMCS building outside colors of painting shall be similar to PEB painting colors.</p> <p>A standard color scheme for the different buildings/structures shall be prepared by the Contractor and the approval of the Owner shall be obtained, before commencement of work.</p> <p>2.1.8</p> <p><b>Plumbing and sanitary</b></p>	<b>Internal wall surfaces:</b> SCADA room All other rooms in plant buildings	-Acrylic Emulsion -Acrylic Distemper	<b>External faces of walls:</b>	-Exterior emulsion paint	Walls of battery room	-Acid alkali resistant paint, an exposed wall above Dado -2100 mm high Dado of acid alkali resistant tiling.	All Ceiling	-Acrylic Distemper
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
<p><b>2.2</b></p> <p><b>Specification for PEB room</b></p> <p>Deleted.</p> <p><b>2.3</b></p> <p><b>Water Supply</b></p> <p>GI pipes of Medium quality conforming to IS 1239 (Part I-1990) or CPVC pipes conforming to IS 15778 shall be used for all portable hot and cold water distribution supply and plumbing works.</p> <p>The Syntax or equivalent make PVC storage water storage tank conforming to IS: 12701 shall be provided over the roof of the CMCS with adequate capacity for 10 No person and 24 hr requirement, complete with all fitting including float valve, stop cock etc. The capacity of the tank shall be minimum 500 liters.</p> <p><b>2.4</b></p> <p><b>Plastering</b></p> <p>All external surfaces shall have 18 mm cement plaster in two coats, under layer 12 mm thick cement plaster 1:5 and finished with a top layer 6 mm thick cement plaster 1:6 (DSR 2013-13.11).</p> <p>White cement primer shall be used as per manufacturer's recommendation.</p> <p>At least one coat of plaster shall be applied to interior walls by hand or mechanically, to a total thickness of 12 mm using 1:6, 1 cement and 6 sand. Plastering shall comply to IS: 1542, IS: 1661, IS: 1630. Oil bound washable distemper on smooth surface applied with minimum 2 mm thick Plaster of Paris putty for control room. Plaster of Paris (Gypsum Anhydrous) conforming to IS: 2547 shall be used for plaster of paris punning.</p>	

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
2.5	<p><b>Masonry Work</b></p> <p>Brick works shall be using at least class designation 7.5 of approved quality as per IS: 1077, IS: 2212 and IS: 3495. Concrete blocks shall be of minimum compressive strength of 7.5 N/mm<sup>2</sup> and shall be of Grade-A as per IS: 2185. Stone masonry work with hard stone in building works, foundation, plinth and drains shall be Coursed Rubble or Random Rubble masonry work with stone of good quality and durability. The masonry surface shall be plastered with minimum 18mm plaster in case of CMCS walls. The stone masonry work shall be in line with IS: 1597, IS: 1122 and IS: 1126.</p> <p>The cement mortar for all kind of masonry work shall be in the ratio 1 cement and 6 sand by weight.</p> <p>Bricks/blocks required for masonry work shall be thoroughly soaked in clean water tank for approximately two hours. Brick shall be laid in English bond style. Green masonry work shall be protected from rain. All masonry work shall be kept moist on all the faces for a period of seven days.</p> <p>Bricks of class designation 50 and 35 may be permitted to have slight distorted &amp; rounded edges provided no difficulty shall arise on this account in laying of uniform courses in non-load bearing structures and shall be subjected to approval of NTPC. Tolerances on dimensions up to +/- 8% shall be permitted. Dimension test to be carried out as per IS code.</p> <p>The external wall for the building shall be 230 mm thick walls and internal wall 230/115 thick as per requirements. The external wall of CMCS facing the transformer area shall be as per IS: 1646 - Code of practice for fire safety of buildings (general): electrical installations.</p> <p>Use of fly ash brick for masonry shall be subjected to approval of NTPC.</p> <p>Suitable damp proof course shall be provided the proportion of cement, sand &amp; aggregate shall be 1:2:4 using 6 mm down stone chips with a water proofing admixtures. The thickness of damp-proof course shall be minimum 40 mm.</p> <p><b>Reinforced Concrete Structure, Allied Works and Foundation</b></p> <p>All RCC works shall be design mix as per IS: 456-2000. For structural concrete items, Ordinary Portland cement (43 Grade) conforming to IS: 8112 and Fly ash based Portland pozzolana cement conforming to IS: 1489 (Part-1) shall be used for superstructure. Type of cement for sub-structures shall be decided based on the final Soil Investigation report.</p>
	<p><b>PROJECT:</b> 25 MW FLOATING SOLAR PV PROJECT AT NTPC SIMHADRI IN ANDHRA PRADESH</p> <p><b>PAGE</b> 10</p>

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
	<p>Coarse aggregate for concrete shall be crushed stones chemically inert, hard, strong, durable against weathering of limited porosity and free from deleterious materials. It shall be properly graded. It shall meet the requirements of IS: 383.</p> <p>Sand shall be hard, durable, clean and free from adherent coatings of organic matter and clay balls or pellets. Sand, when used as fine aggregate in concrete shall conform to IS: 383. For plaster, it shall conform to IS: 1542 and for masonry work to IS: 2116</p> <p>Reinforcement steel shall be of high strength deformed TMT steel bars with corrosion inhibitors, Corrosion Resistant Steel (CRS) re-bars, Fusion Bonded Epoxy Coated (FBEC) re-bars or Zinc Coated re-bars of grade minimum Fe-500 and shall conform to IS: 1786. Ductile detailing in accordance with IS: 13920 shall be adopted for superstructure and substructure of all RCC buildings / structures</p> <p>The following minimum grades of concrete for design mix and nominal mix shall be adopted for the type of structures noted against each unless not specified elsewhere.</p> <p>M 30 - All RCC structural elements above and below ground level, precast concrete, MMS foundation, cable trench, oil pit, Grade Slab, Paving, culverts &amp; road.</p> <p>M-20 (Equivalent nominal Mix of 1:1.5:3)* - Fencing work</p> <p>M-15 (Equivalent Nominal Mix of 1:2:4) - Base slab of drains.</p> <p>M-10 (Equivalent Nominal Mix of 1:3:6) - Plain Concrete Cement.</p> <p>The bidder shall carry out the design mix of M-30 grade concrete on priority. The design mix shall be approved from NTPC before start of work.</p> <p>In case Geotechnical investigations requires any special kind of cement or higher grade of concrete, the same shall be provided.</p> <p>The foundation system shall be made which transfer loads safely to the soil for the module mounting structures, depending on soil conditions, geographical condition, regional wind speed, bearing capacity, slope stability etc. All foundation system and foundation depth shall be decided based on the approved geotechnical investigation report. No foundation allowed on back filled soil and the foundation depth to reach upto NGL.</p>

CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
2.7	<p>All loads shall be considered in line with IS: 875. Seismic loads for design shall be in accordance with IS: 1893 and relevant Standards.</p> <p>IS: 2502 Code of Practice for Bending and Fixing of Bars for concrete Reinforcement must be complied for reinforcements. IS: 5525 and SP: 34 shall be followed for reinforcement detailing.</p> <p>A minimum 75 mm thick PCC shall be provided below RCC wherever RCC is laid over the ground. Proper and sufficient formwork/shuttering shall be provided for the required period as per IS: 456.</p> <p><b>A. Structural Steel</b></p> <p>All structural steel design shall be carried out as per IS 800. Structural steel shall conform IS 2062/IS 1079 or equivalent, Pipe shall be as per medium/high grade of IS 1161, Chequered plates shall conformed to 3502 and Hollow steel sections for structural use shall conform to IS: 4923.</p> <p><b>B. Structural Steel/Steel Sheet Painting</b></p> <p>All non-hot dip galvanised structural steel (excluding Module Mounting &amp; SCB structure)/ Outdoor metal containers/ Enclosure/ Rolling shutter items shall be provided with paint designed for a minimum maintenance-free life of fifteen (15) years (high durability) as per <b>ISO 12944 and IS 800</b>. For finishing coat suitable colour pigment shall be added. All paints including primer shall be of the reputed brand/manufacturer and as approved by the Engineer-In-charge. The method of application shall be as per the recommendations of the manufacturer. For corrosive category of refer appendix-D1</p> <p><b>Grouting</b></p> <p>Cement mortar (1:2) grout with non-shrink additives shall be used for grouting below base plate of column. The grout shall be high strength grout having a minimum characteristic compressive strength of min 30 N/mm<sup>2</sup> at 28 days.</p> <p><b>TRANSFORMER YARD CIVIL WORKS</b></p> <p>Transformer and equipment's foundations shall be founded on piles/isolated spread footings depending on the final geotechnical investigation report. Metering yard equipment's structures shall be designed as per IS: 801 and IS: 800.</p>
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
4.0	<p>Transformer foundations shall have its own pit which would cover the area of the transformer and cooler banks, so as to collect any spillage of oil or oil drainage in case of emergency. The oil pit shall be filled with granite stones of 40 mm size uniformly graded.</p> <p>The bidder can propose soak pit under Transformer or Burnt oil pit at a distance connected to transformer soak pit depending upon oil quantity in Transformers. It shall be sized to accommodate the oil volume of the transformer connected to it, without backflow. The Gravel-filled level under transformer shall be in accordance with FGL outside pit and transformer bottom level.</p> <p>The area around the transformer and equipment's shall be covered with gravel and galvanized chain link fence of height min 1.8 m with fence posts and gates shall be provided. The portion of the fence covering towards rail track shall be made of a removable type for movement of the transformer during erection /removal. In addition, a small gate, 1.2 m wide shall be provided for an entry. The transformer yard fencing work shall conform to CEIG requirements.</p> <p>Transformer track rails shall conform to IS 3443. The requirement of a fire barrier wall between transformers shall be as per Electricity Rules and IS 1646 recommendations</p> <p><b>PIPE /CABLE RACKS &amp; TRENCHES</b></p> <p>Trenches shall be constructed in reinforced cement concrete of M-30 grade of wall thickness min 150 mm. The top of trenches shall be kept at least 100 mm above the gravel level so that rain water does not enter the trench. Trench walls shall not foul with the foundations.</p> <p><u>Outdoor Cable Trenches:</u> RCC cable trenches shall be constructed in the switchyard and pre-cast RCC removable covers with lifting arrangement, edge protected with suitable galvanized angle iron designed to withstand self-weight of top slab + concentrated load of 150 kg at center of span on each panel.</p> <p><u>Indoor Cable Trenches:</u> RCC indoor cable trenches shall be provided with 50X50X4 mm angles grouted on the top edge of the trench wall for holding minimum 6 mm thick mild steel checkered plate covers (600-1200 mm in length except at ends &amp; bends) conform to IS: 3502 with lifting arrangement. Angle or channels shall also be grouted at distances of 600 mm across the indoor cable trenches to support the checkered plates.</p>
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS
	<p><b>Trench Drainage:</b> The trench bed shall have a slope of approx. 1/500 along the run &amp; 1/250 perpendicular to the run. In case straight length exceeds 30 m, suitable expansion joint shall be provided at appropriate distances. The expansion joint shall run through vertical wall and base of trench. All expansion joints shall be provided with approved quality PVC water stops. Suitable drainage at lowest point of the trench shall be provided.</p>
5.0	<p><b>ROAD AND PATHWAY</b></p>
5.1	<p><b>Road</b></p>
	<p>The approach road to the Floating Solar Power Plant facilities shall originate from the nearest existing Plant road. Approach road shall be 3.0 meter wide with 0.5 meter wide shoulder on both side. Red moorum/brick, minimum 100 mm thick shall be provided for shoulder. The crown of the road shall be minimum 150 mm above FGL. The final finished roads shall have a camber of 1 in 50.</p>
	<p>The minimum road section shall be as follows:</p>
	<ol style="list-style-type: none"> <li>1) Topping: Wearing course of premix carpet 20 mm thick.</li> <li>2) WBM, compacted 75 mm thick (Grade-III).</li> <li>3) WBM, compacted 100 mm thick (Grade-II).</li> <li>4) Granular Sub-base, compacted 150mm thick granular sub-base (Gr-I). (WBM 100 mm thickness can be modified to 75 mm for WBM with corresponding increase of 25 mm in subbase thickness.) Bidders can also propose Wet Mix Macadam (WMM) in place of Water Bound Macadam (WBM) for approach road base construction.)</li> <li>5) Sub-grade under road and its shoulders shall be compacted to achieve 95% or more of standard proctor's MDD. CBR value of the sub grade level should be minimum 4%. If actual CBR is less than 4% in a particular stretch then GSB thickness shall be increased suitably.</li> </ol>
	<p>The methodology of road construction with material specifications shall be in line with IRC/MORTH and shall be submitted for approval before starts of works. Road works shall be carried out as per tender drawing.</p>
6.0	<p><b>DRAINAGE SYSTEM</b></p>
	<p>Surface drainage/Garland Drain system shall be designed considering "maximum hourly rainfall intensity" at the site area considering latest 25 years return period however the minimum value of "maximum hourly rainfall intensity" shall be maintained as 60 mm in the drainage system design. The minimum value of surface run off coefficient shall be considered as 0.6 in the design of drainage system. The drainage system</p>
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS				
	<p>shall be designed as per the IRC specifications and prevailing industry practices. The drainage scheme shall be designed considering the bidder's plot area and nearby catchment area contributing to the plot drains. Drainage scheme with detention ponds which allows for groundwater recharge &amp; maintains the existing drainage pattern as far as possible is desired. A network of open drains shall be designed &amp; provided to carry surface run off. The drains shall be trapezoidal or rectangle section lined with concrete slabs/brick masonry/stone masonry/stone slabs. The minimum thickness of these lining shall be 115mm for brick masonry, 75mm thick for concrete slab, 150mm thick for stone masonry and 40mm thick for stone slab.</p> <p>Grade level shall be fixed with due reference to highest high flood level of the receiving body of water. Laying of Hume pipe shall be in line with IS: 783.</p> <p><b>7.0 ELECTRIFICATION OF BUILDING</b></p> <p>Electrification of all building shall be carried out as per IS 732-1989, IS: 4648-1968 and other relevant standards.</p> <p><b>8.0 LIST OF APPLICABLE INDIAN STANDARDS:</b></p> <p>Indian codes, and/or standards shall govern, in all the cases wherever they are available. In case of a conflict between such codes and/or standards and the specifications, the stringent provisions shall govern. Such codes and/or standard referred to shall mean the latest revision, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter the same shall be referred to the Engineer-in-charge, whose decision shall be final and binding.</p> <p>Other internationally acceptable standards shall be accepted, only if, no Indian Standards are existing. However, other standards also will be accepted if the Contractor establishes that the works are meeting the requirements of Indian Standards also.</p> <p>A brief list of Indian Standards applicable to these works is as below:</p> <p>General</p> <table border="1" data-bbox="361 1702 1382 1870"> <tr> <td data-bbox="361 1702 536 1792">IS: 875-I</td><td data-bbox="536 1702 1382 1792">Code of Practice for Design Dead Loads for Building and Structures</td></tr> <tr> <td data-bbox="361 1792 536 1870">IS: 875-II</td><td data-bbox="536 1792 1382 1870">Code of Practice for Design Imposed Loads for Building and Structures</td></tr> </table>	IS: 875-I	Code of Practice for Design Dead Loads for Building and Structures	IS: 875-II	Code of Practice for Design Imposed Loads for Building and Structures
IS: 875-I	Code of Practice for Design Dead Loads for Building and Structures				
IS: 875-II	Code of Practice for Design Imposed Loads for Building and Structures				
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS	
	IS: 875-III	Code of practice for design loads (other than earthquake) for buildings and structures.
<b>Foundations</b>		
	IS: 1080	Code of practice for design and construction of shallow foundations in soils (other than raft, ring and shell)
	IS: 1904	Code of practice for structural safety of building foundations
	IS: 2950	Code of practice for design and construction of raft foundations.
	IS: 4091	Code of Practice for Design and Construction of Foundations for Transmission Line Towers and Poles
	IS: 6403	Code of Practice for determination of bearing capacity of shallow foundations
	IS: 8009	Code of Practice for foundation settlement calculations
	IS: 2911	Design & Construction of Pile Foundation - Code of Practice
<b>Concrete Structures</b>		
	IS: 456	Code of practice for plain and Reinforced concrete
	IS: 3370	Code of practice for concrete structures for the storage of liquids.
	IS: 3414	Code of Practice for design and installation of joints in buildings
	IS: 5525	Recommendation for detailing of reinforced concrete works
	IS: 6313	Code of practice for anti-termite measures in buildings
	IS: 13920	Ductile detailing of Reinforced Concrete Structures subjected to Seismic forces
	IS: 1904	Code of practice for design and construction of foundations in soils general requirements
<b>Steel Structures</b>		
	IS: 800	Code of practice for use of structural steel in general building construction
	IS: 801	Code of practice for use of cold-formed light gauge steel structure members
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS	
	IS: 802	Code of Practice for use of Structural Steel in over Head Transmission Line Towers.
	IS: 806	Code of practice for use of steel tubes in general building construction.
	IS: 808	Dimensions for hot rolled steel beam, column channel and angle section
	IS: 811	Specification for Cold Formed Light Gauge Structural Steel Sections
	IS: 813	Scheme of symbols for welding
	IS: 1079	Hot Rolled carbon Steel Sheet and Strip - Specification
	IS: 2062	Hot Rolled Medium and High Tensile Structural Steel - Specification
	IS: 4923	Hollow steel sections for structural use.
	IS 1161	Steel tubes for structural purpose
	IS: 2721	Galvanized steel chain link fence fabric - Specification
Painting and Coating		
	IS: 4736	Hot-dip zinc coatings on mild steel tubes
	IS: 4759	Hot-dip zinc coatings on structural steel and other allied products – Specification
	IS: 1868	Anodic coatings on aluminum and its alloys
	IS 2395-I	Painting of Concrete, Masonry and Plaster Surfaces - Code of: Operations and Workmanship
	IS 2395-II	Code of practice for painting concrete, masonry and plaster surfaces: Schedule
	IS 1477-I	Code of Practice for Painting of Ferrous Metals in Buildings: Pre-treatment
	IS: 1477-II	Code of practice for painting of ferrous metals in buildings: Painting
Water supply and sanitary		
	IS: 1239	Mild steel tubes and tubulars and other wrought steel fittings
	IS: 1172	Code of basic requirements for water supply, drainage and sanitation
	IS: 1742	Code of Practice for building drainage
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS	
	IS: 2527	Code of practice for fixing rainwater gutters and down pipes for roof drainage.
<b>Miscellaneous</b>		
	IS: 15778	Chlorinated polyvinyl chloride pipes for potable hot and cold water distribution supplies
	IS: 16088	Chlorinated polyvinyl chloride pipes for automatic sprinkler fire extinguishing system
	IS: 10124	Fabricated PVC fittings for potable water supplies
	IS: 4985	Un-plasticized PVC pipes for potable water supplies
	IS: 13592	Un-plasticized Polyvinyl Chloride (PVC-U) Pipes for Soil and Waste Discharge System Inside and Outside Buildings Including Ventilation and Rainwater System
	IS: 12818	Un-plasticized polyvinyl chloride (PVC-U)screen and casing pipes for bore/tubewell
	IS: 2470	Code of Practice for installation of septic tanks
	IS: 1905	Code of Practice for structural use of un-reinforced masonry
	IS: 3067	Code of Practice for general design details and preparatory works for damp proofing and water proofing of buildings
	SP: 6	Handbook for structural engineers (all parts)
	SP: 7	National Building Code of India
	SP: 16	Design Aids for reinforced concrete to IS:456
	SP: 20	Handbook on masonry design and construction
	SP: 22	Explanatory handbook on codes for earthquake engineering
	SP: 24	Explanatory handbook on Indian Standard Code of Practice for plain and reinforced concrete
	SP: 25	Handbook on causes and prevention of cracks in buildings
	SP: 32	Handbook on functional requirements of industrial buildings
	SP: 34	Handbook of concrete reinforcement & detailing
	IRC: 37	Guidelines for design of flexible pavements
	IRC: 42	Guidelines on Road Drainage
	IRC: 58	Guidelines for the design of rigid pavements for highways
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CLAUSE NO.	TECHNICAL AND GENERAL SPECIFICATIONS			
	<p>IRC: 73   Geometric design of roads</p>			
<b>APPENDIX-D1</b>				
<b>GENERAL DESIGN DATA</b>				
<p>A. <b>VICINITY MAP:</b> Refer Tender drawing No: 5746-004-POC-A-001</p> <p>B. <b>WIND:</b> Basic wind speed shall as per Cl. 2.0 of Chapter A-2.</p> <p>C. <b>SEISMIC</b> shall be as per IS: 1893 (Part-1)</p> <p>D. <b>Corrosive category: C5</b></p>				



# **GENERAL CONDITIONS OF CONTRACT**

**2019**

ಭಾರತ ಹೆಚ್‌ಎಲ್‌ ಎಲೆಕ್ಟ್ರಿಕ್ಸ್ ಲಿಮಿಟೆಡ್, ವಿದ್ಯುನ್‌ಘಾನ್ ವಿಭಾಗ, ಬೆಂಗಳೂರು

ಭಾರತ ಹೆಚ್‌ಎಲ್‌ ಇಲೆಕ್ಟ್ರಿಕ್ಸ್ ಲಿಮಿಟೆಡ್, ಇಲೆಕ್ಟ್ರಾನಿಕ್ಸ್ ಡಿವಿಜನ್, ಬೆಂಗಳೂರು

*Bharat Heavy Electricals Limited, Electronics Division, Bengaluru*

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*2.24. Other Issues*

## **CHAPTER -1**

### **1. GENERAL INSTRUCTION TO TENDERERS**

#### **1.1. DESPATCH INSTRUCTION**

*i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages*

*ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any aspects, the scope of work etc., he shall contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.*

*iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.*

#### **1.2. SUBMISSION OF TENDERS**

**1.2.1** *The tenderers must submit their tenders as per instructions in the NIT*

**1.2.2** *BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.*

**1.2.3** *Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present*

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

### **1.3. LANGUAGE**

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

### **1.4 PRICE DISCREPANCY:**

1.4.1 Conventional (Manual) Price Bid opening:

i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

vi) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.

**1.4.2 Reverse Auction:** In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.

ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.

### **1.5. EVALUATION OF BIDS**

i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation

ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL

iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.

### **1.6. DATA TO BE ENCLOSED**

The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.

i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

*iii) IN CASE OF INDIVIDUAL TENDERER:*

*His / her full name, address, PAN, GSTIN and place & nature of business to be furnished.*

*iv) IN CASE OF PARTNERSHIP FIRM*

*The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.*

*v) IN CASE OF COMPANIES:*

*Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.*

### **1.7. AUTHORISATION AND ATTESTATION**

*Tenders shall be signed by a person duly authorised/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders*

### **1.8. EARNEST MONEY DEPOSIT**

*1.8.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.*

*The EMD may be accepted only in the following forms:*

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) Through SBI collect (before tender opening)*
- (iv) No other form of EMD remittance shall be acceptable to BHEL*

*1.8.2 EMD by the bidder will be forfeited as per Tender Documents if*

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.*
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.*
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means*

*1.8.3 EMD shall not carry any interest.*

*1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.*

*1.8.5 EMD of successful tenderer will be converted as part of Security Deposit*

### **1.9. SECURITY DEPOSIT**

*The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.*

*1.9.1 Modes of Security deposit:*

*The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:*

- i) Cash (as permissible under the extant Income Tax Act)*
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL*
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL*
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.*

*1.9.2 The Security Deposit shall not carry any interest.*

*1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL*

*1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.*



## **1.10. REFUND OF SECURITY DEPOSIT**

*50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.*

### **1.10.1 DEFECTS LIABILITY PERIOD:**

*The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.*

## **1.11. BANK GUARANTEES**

*Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with*

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.*
- ii) The Bank Guarantees shall be as per prescribed BHEL formats.*
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.*
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL*
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.*
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.*
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).*

### **1.12. VALIDITY OF OFFER**

*The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.*

### **1.13 EXECUTION OF CONTRACT AGREEMENT**

*The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.*

*The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.*

### **1.14. REJECTION OF TENDER AND OTHER CONDITIONS**

*1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-*

- a. To reject any or all of the tenders.*
- b. To split up the work amongst two or more tenderers as per NIT*
- c. To award the work in part if specified in NIT*
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.*

*1.14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.*

*1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted ) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job. The decision of BHEL will be final in this regard.*

1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.

1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**1.15 BHEL Fraud Prevention Policy :**

The bidder along with its associate/ collaborators/sub-contractors/ Sub-Vendors/ Consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

**CHAPTER-2**

**2.1 DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) *BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.*
- ii) *“EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Electronics Division, Mysore road, Bengaluru-560026*
- iii) *“COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.*
- iv) *“ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers*
- v) *“SITE” shall mean the places or place at which the plants/equipment are to be erected and services are to be performed as per the specification of this Tender.*
- vi) *“CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.*
- vii) *“CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.*

viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Work Order, Contract Agreement, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.

ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.

x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum's, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.

xi) "LETTER OF INTENT" shall mean the intimation by a Post/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.

xii) "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.

xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipment's covered by the contract.

xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.

xv) "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.

xvi) "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

xvii) "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.

xviii) "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

xix) "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.

xx) "MONTH" shall mean calendar month unless otherwise specified in the Tender.

xxi) Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.

xxii) "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.

xxiii) "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.

xxiv) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

xxv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum including applicable taxes mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained

xxvi) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender

xxvii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor

xxviii) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract

## **2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

*The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Bengaluru, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract*

## **2.3 ISSUE OF NOTICE**

*2.3.1 Service of notice on contractor: Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post / FAX / Email to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.*

*2.3.2 Service of notice on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.*

## **2.4 USE OF LAND**

*No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.*

### **2.4.1 STORES AND MATERIALS:**

*The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the Contractor shall be of the best kind as described in the Specifications and the Contractor shall, if required by the Engineer -in- charge furnish him with proof to his satisfaction that the store and materials so comply with the specifications.*

*The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in-charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.*

*In the case of stores provided by BHEL, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.*

*Contractor is responsible for safe & secure storage of above material.*

**2.4.2 PATENT RIGHTS:**

*The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article/ or part thereof included in the contract.*

*In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL, in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.*

**2.4.3 WATER :**

*The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purpose connected with the work.*

*In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/ Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.*

**2.4.4 TEMPORARY WORKSHOPS, STORES ETC :**

*The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.*

*On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-in-charge.*

**2.5 COMMENCEMENT OF WORK**

*2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.*

*2.5.2 The contractor shall commence the work within seven(07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.*

2.5.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.4 All the work shall be carried out under the direction and to the satisfaction of BHEL.

## **2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Based on the above quantities, contractor shall prepare the bills in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

## **2.7 RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor

vii) Persistent disregard to the instructions of BHEL

viii) Assignment, transfer, sub-letting of contract without BHEL's written permission

ix) Non fulfillment of any contractual obligations / non-compliance of statutory requirements

x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.3 To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 35% on all such payments.

2.7.6 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for

short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value.

#### **2.7.9 LIQUIDATED DAMAGES/PENALTY**

#### **COMPENSATION FOR DELAY:**

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:

- Completion period (as originally stipulated) not exceeding 6 months. ....@ 1 percent per week
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week
- Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- Completion period (as originally stipulated) not exceeding 6 months. ....@ 10 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work
- Completion period (as originally stipulated) Exceeding 2 years..... @ 5 percent of anticipated value of work

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

**2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill

**2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**

*The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:*

*2.8.1 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.*

*2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 19748, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.*

*The contractor shall produce the following registers and forms:*

- *Form XIII- Register of work men employed by contractor(Rule 75)*
- *Form XIV- Employment Card issued by contractor( Rule 76)*
- *Form XVI- Muster Roll ( Rule 78(1) (a)(i))*
- *Form XVII- Register of Wages ( Rule 78(1) (a)(i))*
- *Form XVIII- Register of wages cum Muster Roll( in case of weekly payment)*
- *Form XIX- Wage slip ( Rule 78(b))*
- *Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))*
- *Form XXI- Register of files Rule 78(1) (a)(ii))*
- *Form XXII- Register of Advance Rule 78(1) (a)(ii))*
- *Form XXIII- Register of Overtime Rule 78(1) (a)(iii))*
- *Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))*

*2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act)as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer*

2.8.4 *The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.*

2.8.5 *While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.*

2.8.6 *Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.*

2.8.7 *The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.*

2.8.8 *The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.*

2.8.9 *The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.*

2.8.10 *All the properties/equipment/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.*

2.8.11 *The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor*

2.8.12 *Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.*

2.8.13 *The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.*

2.8.14 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

2.8.16 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

2.8.17 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.18 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Client whichever is earlier.

2.8.19 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly

2.8.20 *The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor. If the work is executed in Factory premises, no hutment will be allowed.*

2.8.21 *The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.*

2.8.22 *The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.*

2.8.23 *The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools , plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing , lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.*

2.8.24 **SITE DRAINAGE:** All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractors expense.

2.8.25 **INSPECTION OF THE WORK:** BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 *In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract*

*i. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:*

- ii. Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess(plus or minus)*
- iii. If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.*

## **2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

**2.9.1** A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work . The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.

**2.9.2** Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

**2.9.3** The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

## **2.10 TIME OF COMPLETION**

**2.10.1** Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

**2.10.2** The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

## **2.11 EXTENSION OF TIME FOR COMPLETION**

**2.11.1** If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 *Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.*

2.11.3 *However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.*

2.11.4 *A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.*

2.11.5 *During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program*

2.11.6 *At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.*

## **2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)**

2.12.1 *Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.*

2.12.2 *Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.*

*2.12.3 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned*

*2.12.4 Payment of ORC shall be regulated as follows:*

*i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.*

*ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein*

*iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities*

*iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis*

*2.12.5 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned*

## **2.13 QUANTITY VARIATION**

*2.13.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities.*

## **2.14 EXTRA WORKS**

*2.14.1 All rectifications/modifications, revamping, and reworks required for any reasons not attributable to the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.*

*2.14.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.*

2.14.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.14.4 BHEL retains the right to award or not to award any of the major repair/ rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.14.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

**MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS:** Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/ repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment , if found due will be as per applicable minimum wage act

2.14.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.

2.14.7 Extra Works for Civil Packages shall be regulated as follows

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

ii) PVC and ORC will not applicable be for (i) above.

## **2.15 SUPPLEMENTARY ITEMS**

### **2.15.1 For NON Civil Works**

*Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:*

- i) Based on percentage breakup/rates indicated for similar/nearby items
- ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work

### **2.15.2 For Civil Works**

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14

ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13

iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.

iv) PVC and ORC will not be applicable for (i) above.

## **2.16 STRIKES & LOCKOUT**

2.16.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other

*agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%*

**2.16.2** *For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL*

#### **2.17 FORCE MAJEURE**

*The following shall amount to Force Majeure:-*

**2.17.1** *Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.*

**2.17.2** *If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.*

#### **2.18 ARBITRATION & RECONCILIATION**

**2.18.1** *In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge.*

*The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine*

*2.18.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:*

*In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.*

*2.18.3 The cost of arbitration shall be borne equally by the parties.*

*2.18.4 Work under the contract shall be continued during the arbitration proceedings*

## **2.19 PAYMENTS**

*Payments to Contractors are made in any one of the following forms*

*2.19.1 Running Account Bills (RA Bills)*

*i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).*

*ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.*

*iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract*

*iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.*

v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

#### **2.19.2 Final Bill**

*Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.*

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- iii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

#### **2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP**

*2.20.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the balance security deposit.*

#### **2.20.2 BHEL shall release the balance security deposit subject to the following**

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format

v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

## **2.21 CLOSING OF CONTRACTS**

*The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.*

## **2.22 REVERSE AUCTION/PRICE BID OPENING:**

- *BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.*
- *Bids with non-acceptance of reverse auction will be liable for rejection.*
- *Opening of Price Bid at discretion of BHEL.*
- *BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.*

## **2.23 SUSPENSION OF BUSINESS DEALINGS**

*BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.*

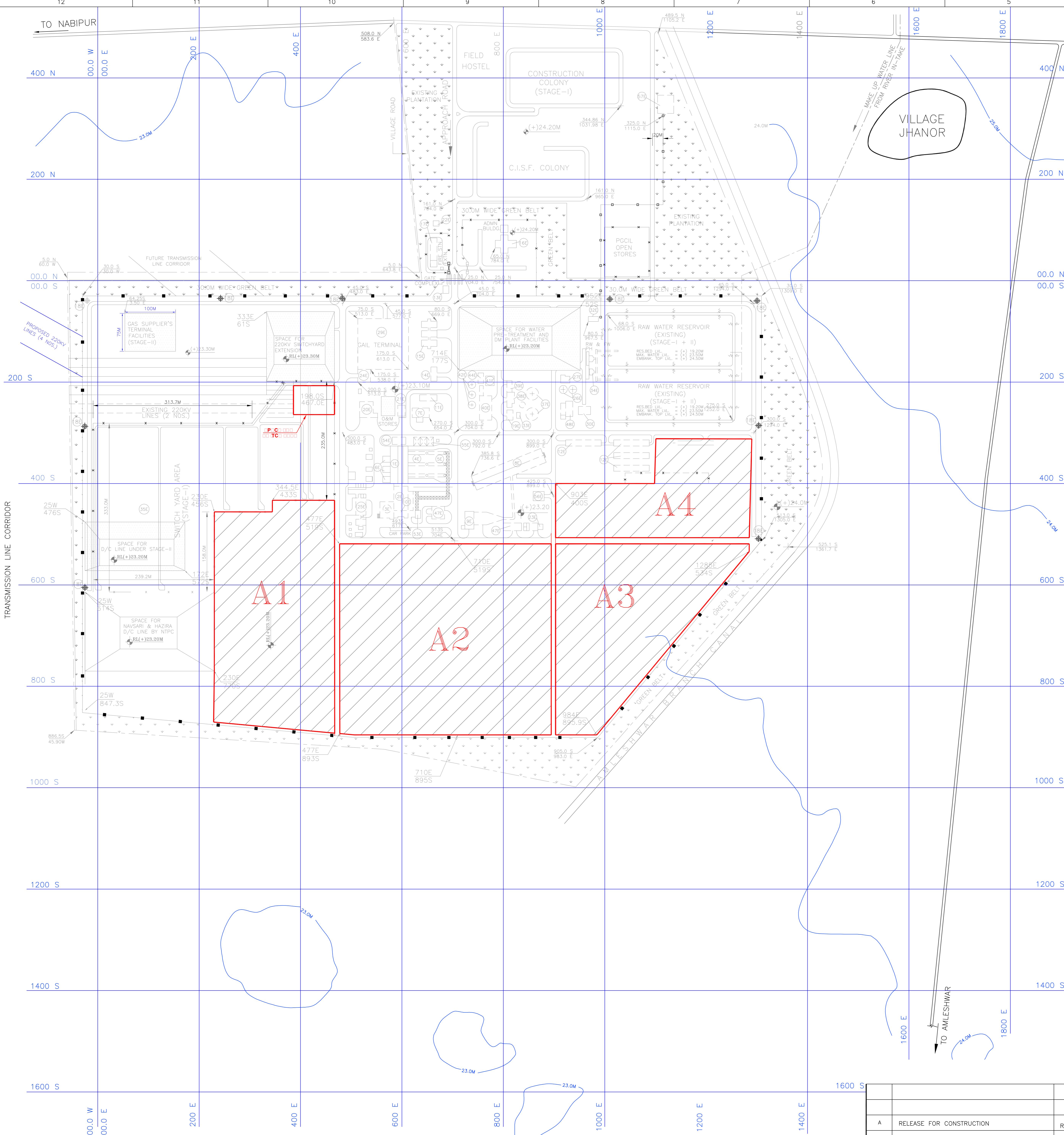
## **2.24 OTHER ISSUES**

**2.24.1** *Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.*

**2.24.2** *In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.*

**2.24.3** *Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.*

**2.24.4** *BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts*



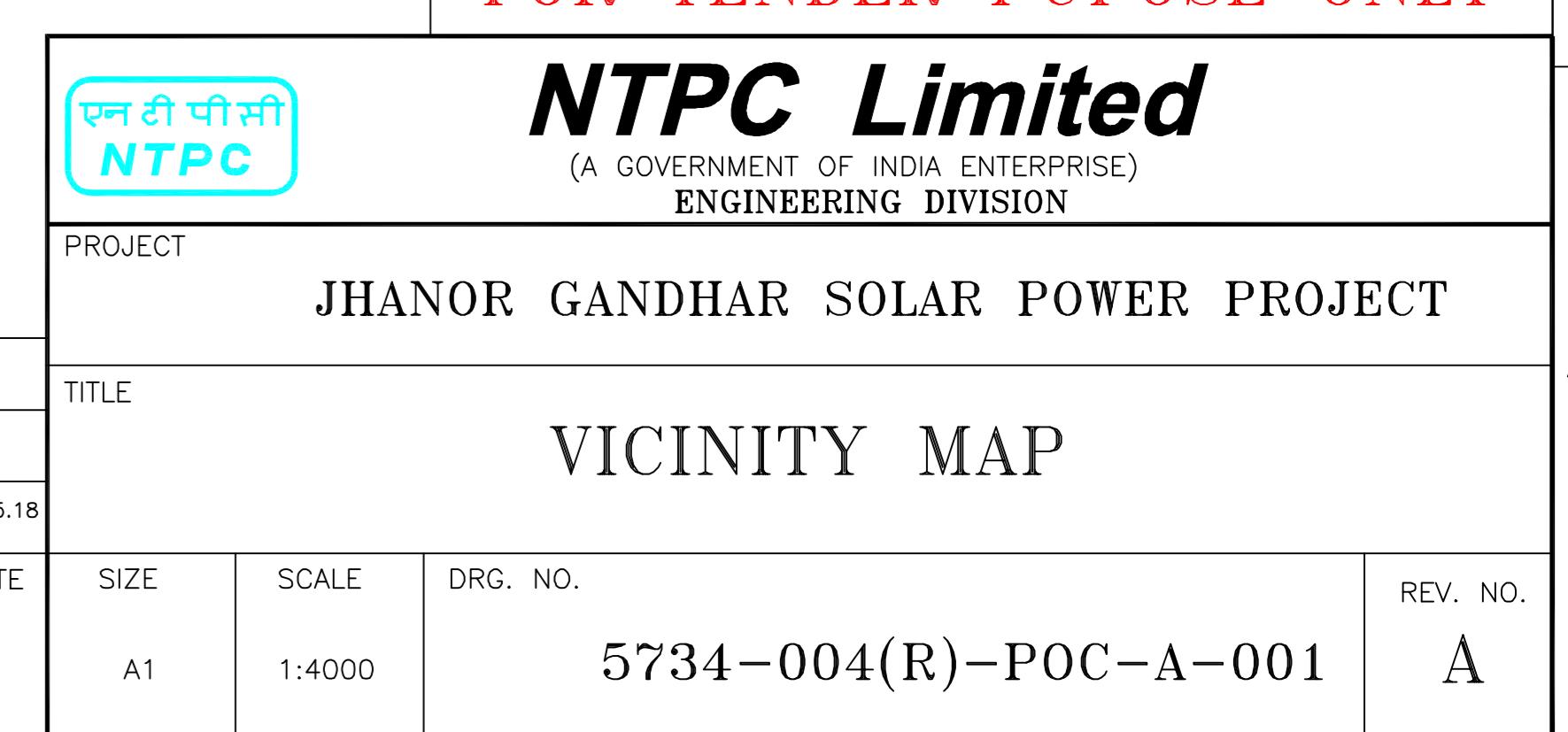
# DRAWING FOR TENDER PURPOSE ONLY

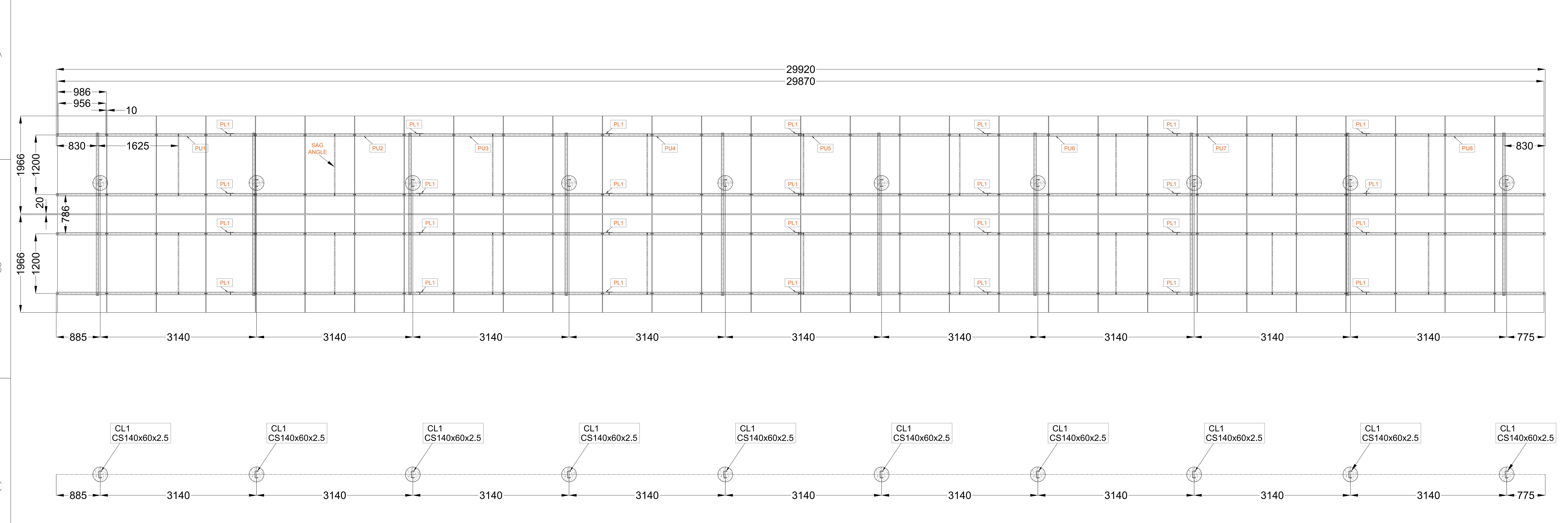
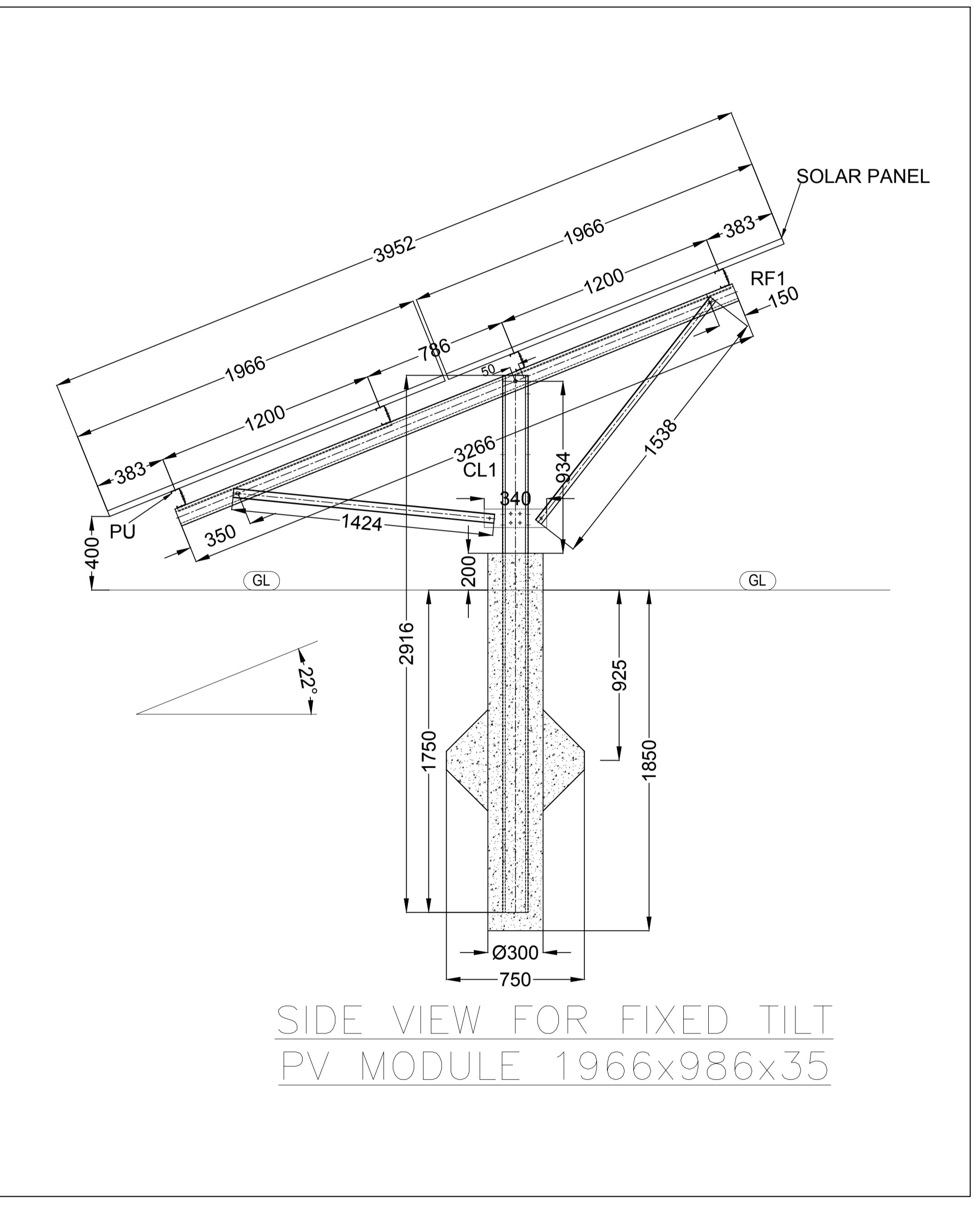
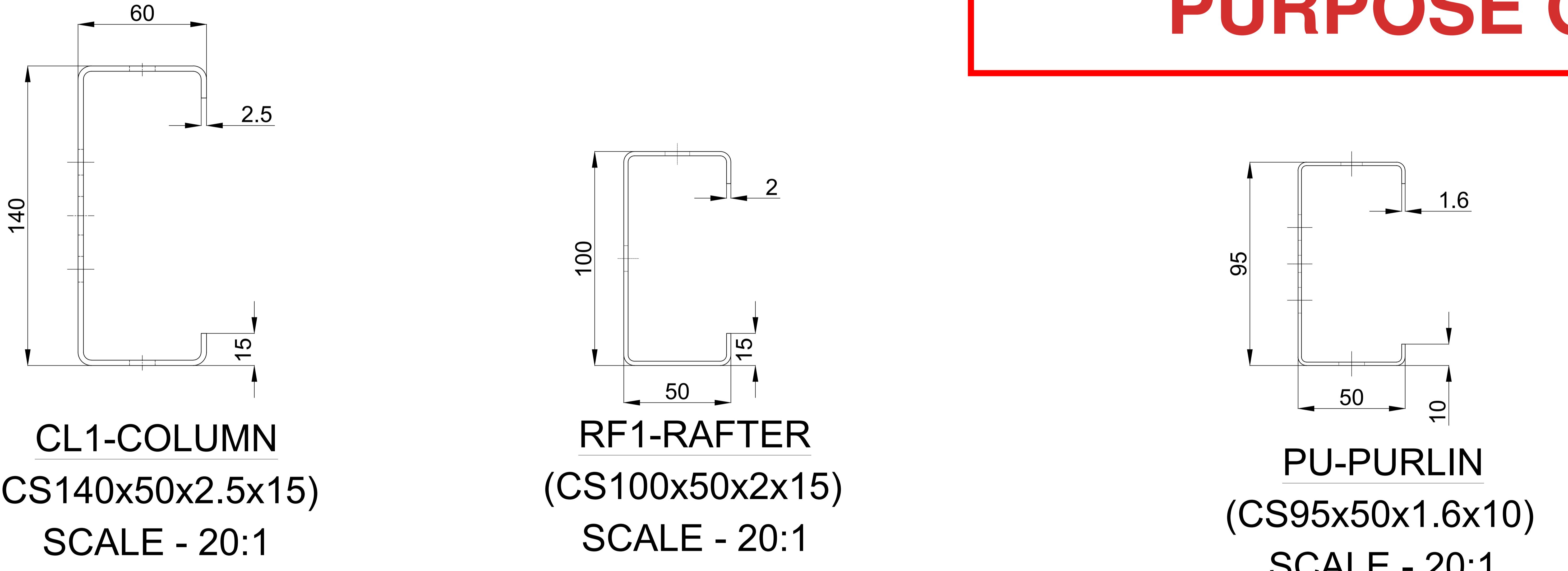
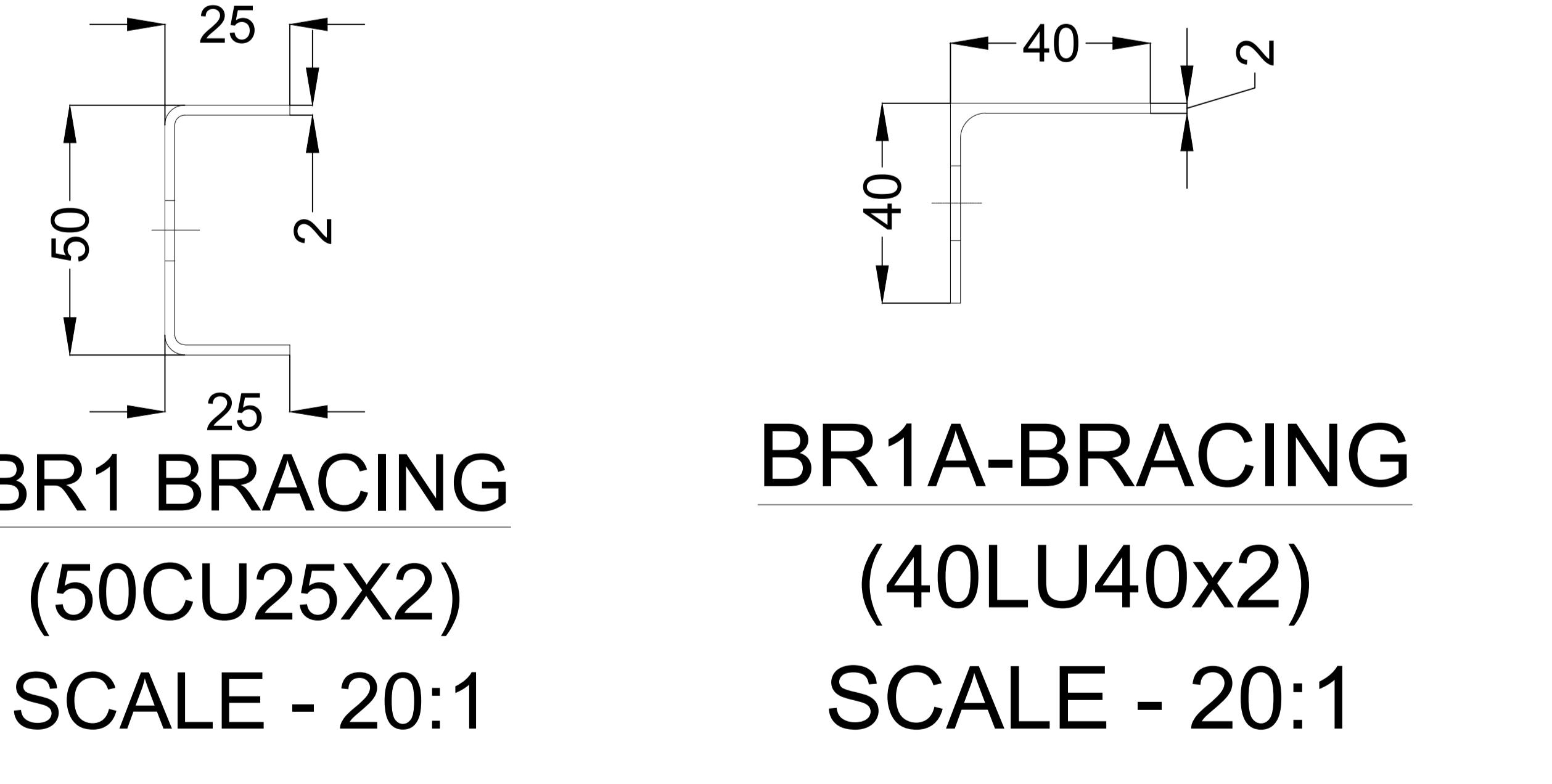
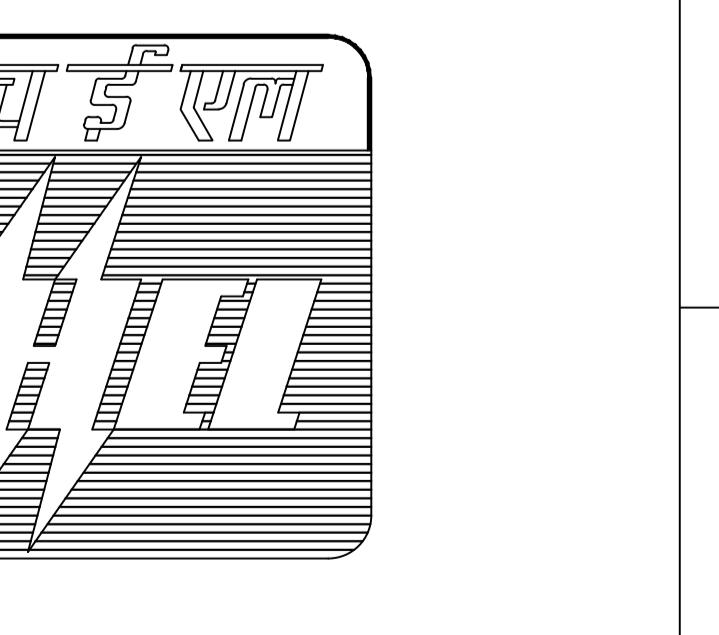
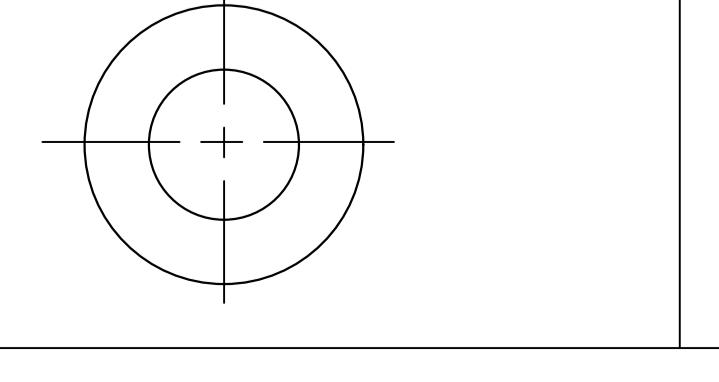
S.NO.	AREA m <sup>2</sup>	AREA IN ACRES
A1	420660.5885	103.9438

## NOTES:-

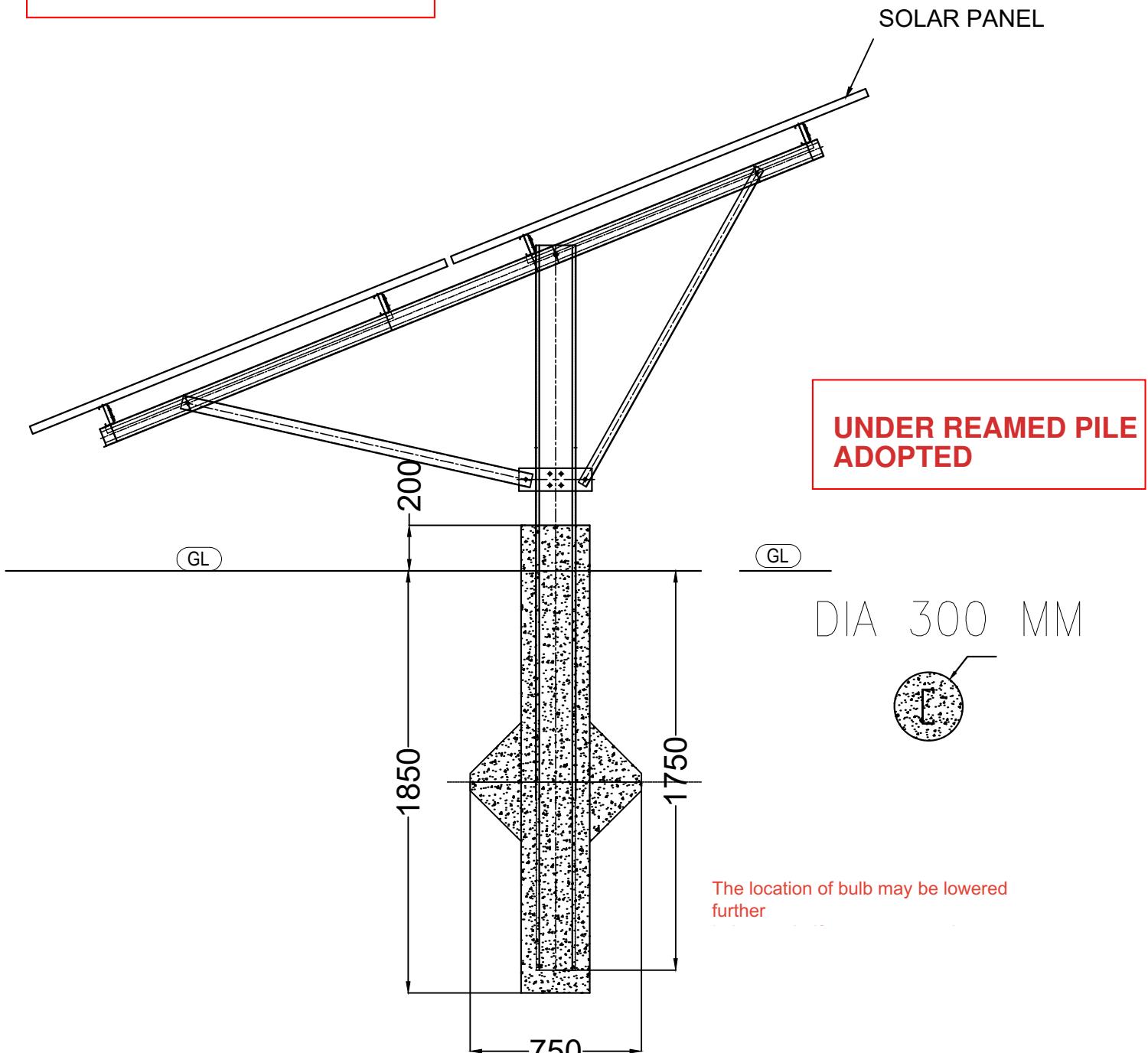
1. THE DETAILS SHOWN IN DRAWING ARE TENTATIVE AND FOR TENDER PURPOSE ONLY.
2. THE PLOTS DEMARCTION ARE TENTATIVE AND ARE SUBJECT TO CHANGE DURING EXECUTION.
3. BIDDER HAS TO CONNECT THE PLOT DRAINAGE WITH THE NEAREST NATURAL DRAINS AND IN LINE WITH APPROVED DRAINAGE SCHEME, BIDDER CAN ALSO PROPOSE RAIN WATER HARVESTING RECHARGE PIT FOR QUICK STORM WATER SUBJECT TO APPROVAL FROM OWNER.
4. THE ROAD INSIDE INDIVIDUAL PLOT SHALL BE IN THE SCOPE OF THE RESPECTIVE PLOT BIDDER.
5. EVACUATION CABLE ROUTE UPTO SUB-STATION AS SHOWN ARE TENTATIVE AND FOR TENDER PURPOSE ONLY.
6. THE AREA DEMARCATIONS & ITS CO-ORDINATES ARE TENTATIVE AND ARE SUBJECT TO CHANGE BASED ON ACTUAL SITE CONDITIONS AND HANDING OVER

# FOR TENDER PURPOSE ONLY

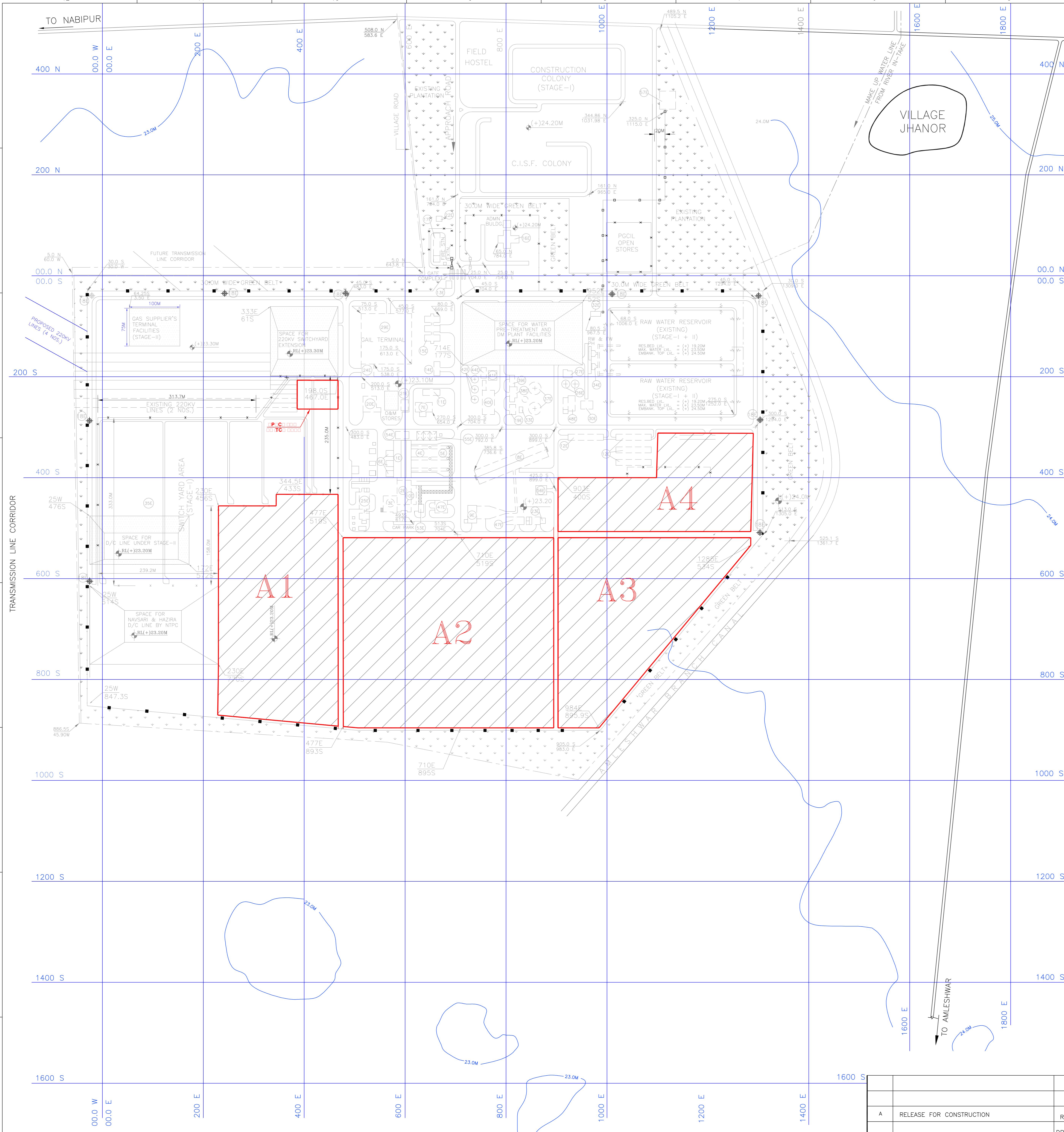


COPYRIGHT AND CONFIDENTIAL THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LTD. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DEDIMENTAL TO THE INTEREST OF THE COMPANY.	2 DRG. No. 	3 	4 	5 	6 	7 <b>SOLAR PANEL DETAIL</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>MAKE</td> <td>SIZE (MM)</td> <td>Pitch-(Hor)mm</td> <td>Pitch-(Ver)mm</td> </tr> <tr> <td>BHEL</td> <td>1966x986</td> <td>986</td> <td>1200</td> </tr> </table>	MAKE	SIZE (MM)	Pitch-(Hor)mm	Pitch-(Ver)mm	BHEL	1966x986	986	1200	8
	MAKE	SIZE (MM)	Pitch-(Hor)mm	Pitch-(Ver)mm											
BHEL	1966x986	986	1200												
REF. DRG. No. SIGN. & DATE INVENTORY No.	REV. DATE ALTERED CHECKED APPROVED	REV. DATE ALTERED CHECKED APPROVED	DRAWN NAME SAN	SIGN DATE 220720		PROJECT TITLE : 20 MWp SOLAR POWER PROJECTS AT NTPC GANDHAR CLIENT : CONSULTANT: <b>BHARAT HEAVY ELECTRICALS LIMITED.</b> <b>ELECTRONICS DIVISION, BANGALORE</b> TITLE: <b>MODULE MOUNTING STRUCTURE (MMS)</b>	No. OF SHEETS 01 SHEET No. 01 REV 00								
G	FIRST ISSUE.		CHECKED APPROVED DISTRIBUTION OF PRINTS DEPT. CODE SC&PV 439				BHEL DRG. No.								
1		2		3		4									

**DRAWING ISSUED IN  
TENDER PURPOSE ONLY**



CROSSECTION OF PILE FOR NTPC  
20 MW GANDHAR PROJECT



0 40 80 120 160 200M  
SCALE

<b>FOR TENDER PURPOSE ONLY</b>												
<b>NTPC Limited</b> (A GOVERNMENT OF INDIA ENTERPRISE) ENGINEERING DIVISION												
PROJECT JHANOR GANDHAR SOLAR POWER PROJECT												
TITLE VICINITY MAP												
SIZE	SCALE	DRG. NO.	5734-004(R)-POC-A-001									REV. NO.

A	RELEASE FOR CONSTRUCTION	RAVI	LDB	AKS								29.05.18
REV. NO.	DESCRIPTION	DRAWN	DESIGN	CHKD.	M	E	C	C&I	ES	APPD	DATE	
	CLEARED BY											

S.NO.	AREA m <sup>2</sup>	AREA IN ACRES
A1	420660.5885	103.9438

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**FOR TENDER PURPOSE ONLY**

Main Contractor Name and Logo 		FIELD QUALITY PLAN					PROJECT: Solar Project				
		ITEM : CIVIL WORK		QP NO.:	1	PACKAGE:					
		SUB-SYSTEM : FOUNDATIONS, EXCAVATION & FILL, SITE LEVELLING, CONCRETE, ROAD, BUILDING ETC.		REV. NO.:		CONTRACT NO.					
		PAGE :		MAIN CONTRACTOR							
Sl. No.	Components/Material & Operation		Characteristics/ Instruments		Class of Check	Type of Check	Quantum of Check	Reference Document	Acceptance Norms	Format of Record	Remarks
1	2	3	4	5	6	7	8	9	D*	10	
1	<b>General Requirements</b>										
<b>A</b>	Setting up of Field QA&QC laboratory, Availability of requisite laboratory set up and equipment in good working condition & duly calibrated, well before commencement of concerned activity		As agreed / required	B	Physical	Once prior to start of work and thereof monthly	Tech Specs and Const. Drawings		SR	✓	Functioning & calibration status of laboratory equipment in proper working condition to be verified on monthly basis
<b>B</b>	Submission of QA & QC manpower deployment schedule and availability of manpower		As agreed / required	B	Physical	Manpower shall be deployed progressively as per the work front and discipline wise progress	Tech Specs and Const. Drawings		SR	✓	
<b>C</b>	Sampling for testing of building materials, concrete admixture, concrete mix design etc.		As agreed / required	A	Physical	Once per each source	Tech Specs and Const. Drawings		SR/TR	✓	Test report along with the recommendations from Employer acceptable laboratories to be submitted to EIC/FQA head for review and acceptance.
<b>E</b>	Stacking and storage of construction materials and components at site		As per IS:4082	B	Physical	Random	Tech Specs and Const. Drawings, Manufacturer's guidelines and IS 4082		SR		
<b>F</b>	Survey										
	Construction of Bench Mark / Grid Pillars	To mark reference co-ordinate & elevation	As required / agreed	B	Physical	each Bench Mark/ Grid Pillars	As per technical specifications and relevant IS Codes, approved drawings		SR	✓	Joint protocol for co-ordinate and elevation
2	<b>Excavation &amp; Filling in Foundation Works</b>										
2.1	<b>Excavations</b>										
i		Initial ground level before start of excavations, Final excavation levels, Side slope of final excavations	As agreed/required	B	Measurement	100%	Tech Specs & Const. Drawings		SR	✓	
2.2	<b>Fill/Backfill</b>										
i	Standard Proctor Test	Optimum moisture content & max. dry density before fill	As per IS 2720, Proctor needle apparatus etc.	A	Physical	One in every 10000 cum for each type and source of fill materials	IS 2720 (Pt VII) Tech Specs & Constr. Drawings		SR/TR	✓	
ii	Moisture content	Moisture content of fill before compaction	As per IS: 2721	C	Physical	Random	IS 2720 (Pt.II), Tech Specs and Const. Drawingss		SR/TR		
2.3	<b>Degree of compaction of fill/backfill</b>										
i		Dry density by core cutter method --- OR --- Dry density in place by sand replacement method --- OR --- any other method as per IS 2720	As per IS: 2720	A	Physical	i) For foundation back fill one for every 10 foundations for each compacted layer.  ii) For area filling, one every 1000 SQM area for each compacted layer.	IS 2720 (Pt. XXIX)/ IS 2720 (Pt. XXVIII)/ IS 2720 Relevant Part/ Tech Specs and Const. Drawings		SR / TR	✓	
ii		Relative density (Density Index)	As per IS:2720	A	Physical	---do----- (i) & (ii) above	IS 2720 (Pt. XIV), Tech Specs and Const. Drawings		SR / TR	✓	
3	<b>Materials</b>										
3.1	<b>Cement</b>										
i	Material	Physical and chemical properties as per relevant IS codes	As required/ agreed	A	Review of MTC/ test reports	for each manufacturing Week number	IS : 269/ IS:1489/ IS:455, Tech Specs and Const. Drawings		MTC	✓	To be procured from Employer approved source. Each consignment of cement shall be duly correlated with manufacturers TC.

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ii		Testing of cement for Setting time (Initial & Final ) and compressive strength	As per IS:4031	B	Physical	one for each manufacturing Week number	IS : 269/ IS:1489/ IS:455, Tech Specs and Const. Drawings	SR/Test Report	✓	Additionally, If cement is stored more than 90 days in godown of contractor, same shall be retested for Setting time.& Comp. Strength
3.2	Coarse Aggregate									
i		Moisture content	IS:2386	B	Physical	To be done every day before start of work	IS : 456/IS : 383/IS: 2386 Part-III/Tech Spec	SR/LB	✓	During monsoon, frequency may be increased and accordingly water content in concrete will be
ii		Sieve analysis, flakiness index, elongation index	IS:2386	B	Physical	One per 100 cum., or part thereof	IS: 2386 Part-I, IS:383 / Tech Spec	SR/LB	✓	
iii		Specific gravity, Soundness, water absorption, Deleterious materials (coal & lignite, clay lumps, material finer than 75 micron sieve, soft fragment, shale, Total of % of all deleterious materials)	IS:2386	B	Physical	Once for each source & for every change of source	IS: 2386 Part-III, IS: 2386 Part-II, IS: 2386 Part-V, IS:456, IS:383/Tech Spec	SR/LB/ Test Report	✓	During Design mix, these tests may be carried out.
iv		Crushing value, abrasion value and impact value	IS:2386	B	Physical	-do-	IS:383, IS-2386 Part IV/Tech Spec	SR/LB/ Test Report	✓	
3.3	Fine Aggregate									
i		Moisture content	IS:2386	B	Physical	To be done every day before start of work	IS : 456/IS : 383/IS: 2386 Part-III/Tech Spec	SR/LB	✓	During monsoon, frequency may be increased and accordingly water content in concrete will be
ii		Sieve analysis, Silt content	As agreed / required	B	Physical	One per 100 cum., or part thereof	CPWD / Tech Spec/ IS 2386 / IS 456/ IS 383	SR/LB/ TR	✓	
iii		Specific gravity, Soundness, water absorption, Deleterious materials (coal & lignite, clay lumps, material finer than 75 micron sieve, soft fragment, shale, Total of % of all deleterious materials (excluded mica and included mica)),organic impurities	IS:2386	B	Physical	Once for each source & for every change of source	IS: 2386 Part-III, IS: 2386 Part-II, IS: 2386 Part-V, IS:456, IS:383/Tech Spec	SR/LB/ Test Report	✓	During Design mix, these tests may be carried out.
3.4	Water									
i		Complete test as per IS 456	Burette, conical flask, pipette etc.	B	Testing/Review of Test Report	Once for each source and thereafter yearly in case of bore well. If water is used from open source like river, stream, canal etc., then water testing is to be done quarterly.	IS 3025 Part 22 & 23 for test procedure, IS 456 for acceptance criteria	TR	✓	
3.5	Concrete									
i		4 Trial mixes to ascertain the workability and cube strength	After receiving the recommended mix design from specialist agency,	A	Physical	4 trial mix. for each mix proportion	Tech. Spec.,IS 456	SR/TR	✓	
ii		Concrete Cube Strength Test	IS:516	A	Physical	One set of 6 cubes per 50 Cum or part thereof for each grade of concrete per shift whichever is earlier.	IS:516, IS:456, Tech. Spec.	SR/TR	✓	Min. of 6 cubes for each mix, 3 specimen shall be tested at 7 days remaining 3 shall be for 28 days comp. Strength.
iii		Workability slump test	As per IS 1119	B	Physical	At the time of concrete pouring and thereafter at every 2 hours	IS 456/Tech Specs	SR/TR	✓	
iv		Temperature Control of Concrete as per Tech. spec./IS standard	Thermometer	B	Physical	100%	Temperature as per technical specification/IS 456	SR	✓	
v		Water Cement Ratio		B	Physical	For each batch of concrete	As per approved Design Mix	SR/Batch slip	✓	
vi		Placement of concrete, Compacting, Curing	As required	B	Physical	At Random	IS:456, Period of curing as per IS 456	SR		
3.5.1	Admixture for concrete	Type of admixture	As per IS 9103	B	Review of MTC	For each lot received at site	Designed mix and IS 9103	MTC	✓	3.5.1 is only applicable when admixture is recommended in Concrete mix design

3.6 Batching Plant (if applicable)												
I		Calibration of Batching plant		A	Physical	To be calibrated at the time of starting and subsequently once in three month in house.	Review of calibration chart / Certificate/ IS 4925	Calibration Report	<input checked="" type="checkbox"/> Batching Plant shall be calibrated regularly at least once in a 3 months in-house. The weights for batching plant calibration to be calibrated once in year by NPL/NABL accredited lab./Weights & Measures Dept.			
3.7 Test/Checks on RCC Structure in Hardened Condition												
i		Dimensional check on finished structure, insert steel column post & dimensional tolerance	As required	B	Measurement	Approved drawing	As per IS 456/tech spec/construction drawing	SR	<input checked="" type="checkbox"/>			
ii		Submission of grouting / repair methodology to EIC for approval if concrete surface / position and alignment of embedded parts / inserts are found defective	--	B	Review and approval	once for each type of defect	As per provisions and tolerances, Tech Specs and Const. Drawings		<input checked="" type="checkbox"/>			
iii		Core Test	IS:516	A	Physical	As required by EIC.	As per IS:456, IS 516	SR/TR	<input checked="" type="checkbox"/> Compressive strength based on core test is required to be carried out in case of doubt regarding the grade of concrete used, either due to poor workmanship or based on the results of cube strength test as per sl. No. 3.5 ii) above / discretion of EIC.			
iv		Rebound Hammer test	IS:13311	A	physical	As required by EIC.	As per relevant / tech. Specification.	SR/TR	<input checked="" type="checkbox"/> This test may be carried out to assess the strength of concrete in case of non-critical and lightly loaded structures as per dispositions of EIC.			
3.8 Reinforcement Steel and Placement of Reinforcement Steel												
i	Material	Physical and chemical properties as per relevant IS codes and Tech spec.	As agreed/required	A	Review of MTC	Each batch/lot of delivery	As per IS 1786, IS 432, IS 1566, tech spec and cont. drawing	MTC	<input checked="" type="checkbox"/> To be procured from Employer approved source.			
ii		Freedom from cracks surface flaws, Lamination & excessive rust.	As agreed / required	B	Visual	Random in each shift	IS: 1852, IS:432, IS:1786, Tech Specs and Const. Drawings	SR	<input checked="" type="checkbox"/> To be checked at site. Steel collected from source should be free from excessive rust. To be stored as per Technical Specs.			
iii		Bar bending schedule with necessary lap, Spacers & Chairs	As agreed / required	B	Physical & Measurement	Random in each shift	Approved Drawings, Tech Specs and Const. Drawings, IS:2502	SR	<input checked="" type="checkbox"/>			
iv		Acceptance - disposition of cage w.r.t. reference axes, cover, spacing of bars, spacers and chairs after the reinforcement cage is put inside the formwork	Measuring tape & as required	B	Visual & Measurement	Random in each shift*	IS 456, Tech Specs and Const. Drawings	SR	<input checked="" type="checkbox"/>			
3.9 PRE-CAST CONCRETE												
i		Crushing strength	compression testing machine		Physical		IS:516 & IS: 456	SR/TR	<input checked="" type="checkbox"/> If pre cast member manufactured at site then Sl.NO. 3.5 shall be applicable. <input checked="" type="checkbox"/> If it is manufactured at manufacturing unit/factory, then random periodic surveillance shall be carried out by Regional/site QA/SSC-QA.			
3.10 Grouting												
i		Compressive strength	As agreed/required	B	Physical	Random in each shift	Tech spec and const dwg	SR/TR	<input checked="" type="checkbox"/>			
4 Brick Masonry												
i	Test on bricks	Dimensions, shape, compressive strength, water absorption, warpage, efflorescence	As agreed/required	B	Measurement/Physical test	As per relevant IS code/one sample for 30000 nos or part thereof	As per IS 1077, IS 13757,IS 2691, IS 12894/tech spec and const dwg	SR/TR	<input checked="" type="checkbox"/> Warpage test is applicable for facing bricks only as per IS:2691			
5 Painting System --on Concrete works, steel works and plastered masonry surfaces												
i	Materials - oil bound, acrylic emulsion, chemical resistant, oil resistant paint etc.	Shade, type approved by EIC	As agreed/required	B	Review of MTC/ test reports	Each batch of delivery	Tech spec and const dwg	MTC/TR	<input checked="" type="checkbox"/>			

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ii	Acceptance of painted surfaces	As required	As agreed/required	B	Visual/physical	Each surface at random	Tech spec and const dwg	SR	v	
<b>6</b>	<b>Fencing and Gates</b>									
i	GI Chain link fence (IS 2721) & reinforced twisted barbed (IS 2629) etc. as per Tech. Spec.	Materials	As agreed/required	B	Review of MTC/test reports	Each batch of delivery	Tech spec and const dwg	MTC/TR	v	MTC shall contain all the parameters specified in the technical specifications/ relevant IS codes
ii	Structural steel column post	Materials	As agreed/required	B	Review of MTC/test reports	Each batch of delivery	Tech spec and const dwg	MTC/TR	v	MTC shall contain all the parameters specified in the technical specifications/ relevant IS codes
iii		Acceptance of the materials and works	As agreed/required	B	Physical/measure ment	Each installation	Tech spec and const dwg	SR		
<b>7</b>	<b>Earthing Mat (Grounding System)</b>									
i		Materials	As agreed/required	B	Review of MTC/test reports	Each batch of delivery	Tech spec and const dwg	MTC/TR	v	
ii		DP tests	DP test kit	B	Physical	10% at random of the offered lot	Tech spec and const dwg	TR	v	
iii		Earth tests	Earthing test kit	A	Physical	100%	Tech spec and const dwg	SR	v	
<b>8</b>	<b>All other Bought Out items (BOIs)</b>									
i	Materials for Damp Proof Course, Grouting, Insulation Works, False Ceiling, Windows, Doors, Ventilators and Rolling Shutters, Glazing, Water Proofing works, Roof/Basement Treatment, Floor Finishes and Allied Works, vitrified ceramic tiles, Acid Alkali resistance tiles, Water Supply and sanitary Fittings and Fixtures, RCC Pipes, Water storage tank etc.	Materials	As agreed/required	B	Review of MTC/test reports	Each Lot/Batch of delivery at site	Tech Spec./Const Drawings/Relevant IS Codes	MTC/TR	v	
ii		Acceptance of the materials and installation work	As agreed/required	B	Physical/measure ment	Each installation/type/portion of works	Tech spec and const dwg	SR	v	
<b>9</b>	<b>Road Works</b>									
<b>9.1</b>	<b>Construction of Sub-Grade and Earthen/Hard Shoulders</b>									
i		Standard proctor Test	As per IS: 2720	A	Physical	One in every 2000 cum for each type and source of fill materials	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification, IS 2720 (Pt.VII)	SR/TR	v	
ii		Dry density by core cutter method ---- OR---- Dry density in place by sand displacement method ---- OR---- any other method as per IS 2720	As per IS: 2720	A	Physical	One in every 2000 SQM area for each compacted layer.	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification, IS 2720 (Pt. XXIX)/ IS 2720 (Pt. XXVIII),IS 2720 Relevant part	SR/TR	v	
<b>9.2</b>	<b>Granular Sub-Base (GSB) ( if applicable)</b>									
i		Grading of aggregate, Atterberg limits	Set of IS Sieves	B	Physical	One test per 400 cum of test aggregate	Tech spec and const dwg, section 900 of MORTH specification	SR/TR	v	
ii		Density of compacted Layer	As required / agreed	A	Physical	one test per 1000 sqm.	Tech spec and const dwg, section 900 of MORTH specification	SR/TR	v	
iii		Deleterious Constituents	As required / agreed	B	Physical	As required	Tech spec and const dwg, section 900 of MORTH specification	SR/TR	v	
iv		CBR	As required / agreed	B	Physical	As required	Tech spec and const dwg, section 900 of MORTH specification	SR/TR	v	

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9.3	Water Bound Macadam (WBM) & / Wet Mix Macadam (WMM)									
i	Aggregate Impact Value		Aggregate Impact value Test Apparatus	B	Physical	One test per 1000 cum of aggregate	Tech spec and const dwg, section 900 of MORTH specification		SR/TR ✓	
ii	Grading of aggregate		Set of IS Sieves	B	Physical	One test per 250 cum	Tech spec and const dwg, section 900 of MORTH specification		SR/TR ✓	
iii	combined Flakiness and Elongation Index		Flakiness & Elongation test gauge	B	Physical	One test per 500 cum of aggregate	Tech spec and const dwg, section 900 of MORTH specification		SR/TR ✓	
iv	Atterberg limits of binding material		Atterberg limits determination	B	Physical	One test per 50 cum of binding material	Tech spec and const dwg, section 900 of MORTH specification		SR/TR ✓	
v	Atterberg limits of screenings		Atterberg limits determination	B	Physical	One test per 100 cum of aggregate	Tech spec and const dwg, section 900 of MORTH specification		SR/TR ✓	
vi	Density of compacted layer		As required / agreed	A	Physical	one test per 1000 sqm.	Tech spec and const dwg, section 900 of MORTH specification		SR/TR ✓ only applicable when WMM is used at site	
9.4	Premix surfacing , Seal coat and Tack Coat/ Prime coat									
i	Quality of binder		Penetrometer with St. needle	A	Physical/MTC	Number of samples per lot and tests as per IS:73, IS:217 and IS:8887 as applicable	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification, IS 73		SR/TR/MTC ✓	
ii	Aggregate Impact Value / Los Angeles Abrasion value		Aggregate Impact Value/Los Angeles Abrasion value Test apparatus	B	Physical	One test per 200 cum of each source and whenever there is change in the quality of aggregate	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification		SR/TR ✓	
iii	Combined Flakiness Index and elongation index of aggregates		Flakiness & Elongation test gauge	B	Physical	One test per 100 cum of aggregate for each source and whenever there is change in the quality of aggregate	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification		SR/TR ✓	
iv	Grading of aggregates		Set of Sieves	B	Physical	Two test per day per plant both on individual constituents and mixed aggregate from dryer	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification		SR/TR ✓	
v	Soundness ( Magnesium and Sodium Sulphate)		As required as per IS:2386	B	Physical	one test of each source and whenever there is change in the quality of aggregate	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification		SR/TR ✓	
vi	Temperature of binder at application		Thermometer	B	Physical	At regular interval	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification		SR/TR ✓	
vii	Binder Content		Bitumen extractor	A	Physical	Two tests per day per plant	As per Tech Specs and Const. Drawings, Section 900 of MOSRTH specification		SR/TR ✓	
9.5	Alignment, Level, Surface Regularity and Rectification									
i	Horizontal alignment, surface levels and surface regularity		As required/agreed	B	Physical	As per section 900 of MORTH specification	Tech spec and const dwg, section 900 of MORTH specification		SR	
ii	Rectification		As required/agreed	B	Physical	Earth rectification	Tech spec and const dwg, section 900 of MORTH specification		SR ✓	
			LEGEND: *RECORDS, INDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. LEGEND TO BE USED: CLASS # : A = CRITICAL, B=MAJOR, C=MINOR; Witnessing & Accepting Authority for 'A' CLASS CHECKS SHALL BE FQA Engineer in association with Executing Engineer, FOR 'B' CLASS CHECKS SHALL BE Executing Engineer AND FOR 'C' CLASS CHECKS SHALL BE MAIN CONTRACTOR (A & B CHECK SHALL BE NTPC CHP STAGE); SR = Site Register , TR= Test Report, MTC = Manufacturer's Test Certificate (MTC shall contain all the parameters specified in the technical specifications)					Doc. No.		Rev.
	Manufacturer/Sub-supplier	Main-supplier								
	Signature						For NTPC Use	REVIEWED BY	APPROVED BY	APPROVAL SEAL
Format No.: QS-01-QAI-P-03/F2			This document shall be read in conjunction with Tech. Specifications, BOQ, Drawings							Engg. Div./QA&I

Note : Where FQA manpower is not in place at site, Class 'A' checks shall be witnessed by Execution Department. Random periodic surveillance shall be carried out by Regional QA/SSC-QA/CQA.

**BORED CAST-IN -SITU PILES  
METHODODOLOGY  
(Tractor Mounted Rig (OR) DTH)**

## **1.0 General**

This method statement describes the general information on the installation of bored cast-in-situ piles.

## **2.0 Pile Execution**

- 2.1** Survey marks controlling the location of the pile shall be set out and approved beforehand.
- 2.2** A reasonable firm and level working platform is required for the bored piling rig.

### **2.3 Rotary Rig & Drilling**

The pile boring shall be carried out by means of tractor mounted rig. The base equipment consists of a rotary table which imparts a rotary movement to drilling rod which can be extended up to the required level and bottom of which is attached by a drilling tool. When the machine has been positioned accurately with the drilling tool over the pile position, the tool is rotated and lowered into the ground .As it digs into the soil, the tool gradually cut the soil and the soil will be lifted by the bentonite water which will be pumped through the drill rods.

### **2.4 Installation of Temporary Casing**

If required as per top soil conditions to avoid collapse of the strata, temporary casing shall be installed using Tractor mounted rig.

### **2.5 Drilling**

After the temporary casing has been installed, drilling continues from the top of the hole. Special care must be taken in the horizontal position of the boring rig and vertical positioning of the drilling rod to ensure true vertical drilling is obtained .The drilling will proceed with the auger until the required depth is reached.

## **2.6 Installation of steel cage/column section.**

Steel cage(s) preassembled in as many sections as needed and complete with the appropriate spacers and stiffeners will be lowered into the hole. Alternately design column section or of equivalent strength shall be lowered in to the hole and securely held in position.

## **2.7 Discharge of spoil**

The spoil will be discharged nearby the pile location and remove from the site and dispose off properly to the dumping ground.

## **2.8 Visual samples**

“Soil samples “ will be obtained at every meters for visual examination. These samples will be stored in plastic bags together with clear markings of date, pile number and depth.

## **2.9 Concreting**

Concrete shall be placed by using a crane / Manual Tripod. concrete of slump  $150\pm25$ mm shall be used. The top of tremie pipe is fitted with a feed hopper. The start of pouring is the most delicate part of operation. At this point, the bottom end of the tremie pipe is positioned about 300m from the base of the hole. The flow of concrete must be constant. The pipe must always be submerged to a depth of ranging from 0.50 in the mass that has already been poured. Concrete placing will proceed continuously until the designed level is achieved and sufficiently thereafter to allow for subsequent cutting back to sound concrete at the pile level.

## **2.10 Extraction of Temporary Casing**

The temporary casing inserted as per item 2.4 shall be extracted by using a Crane/Manual Tripod.

**INITIAL PILE LOAD TEST – METHODOLOGY**  
**DIRECT COMPRESSION**

**1 GENERAL**

- 1.1 The testing of pile will be carried out according to the Indian Standard IS: 2911 (Part4)-1985.
- 1.2 In accordance with the relevant provision of the Indian Standard IS:2911 (Part 4) 1985, the safe load on a single working pile in the load test shall be least of
  - a) Two- thirds of the final load at which the total displacement attains a value of 12 mm unless otherwise required in a given case on the basis of nature and type of structure in which case, the safe load should be corresponding to the stated total displacement permissible.
  - b) 50 percent of the final load at which the total displacement equal 10 percent of the pile diameter

**2 METHODOLOGY OF TEST**

- 2.1 It is proposed to conduct the load test on the test pile by the application of vertical compression loads on the pile top by means of a hydraulic jack reacting against a platform supporting the kentledge and the settlements will be recorded by suitable positioned dial gauges. Maintained – load method as detailed in the Indian Standard will be followed.
- 2.2 Initial & Routine pile load test will be carried out as per IS: 2911 (Part4).

**3 PILE HEAD PREPARATION**

- 3.1 The pile head will be chipped off carefully till sound concrete is met with. The projecting reinforcement bars will be cut off and the top finished smooth and level with plaster of paris so as to obtain a horizontal surface. On this prepared pile head a bearing plate will be placed to receive the jack base.

**4 KENTLEDGE**

- 4.1 The kentledge will consist of river/earth stacked over a platform built up of rolled steel beams and plates resting over them. The platform will rest over sand bag supports clear of the test pile. Alternately loading frame method may be used (if found suitable. Either of the method may be adopted.

- 4.2 The kentledge weight will be about 1.10 times more than the test load, providing a margin over the maximum test load. Care will be taken in the placement of the kentledge on the platform in order to ensure that the center of gravity line of the total load mass is, as far as practicable, coaxial with the axis of the pile.
- 4.3 The platform will be of suitable size to accommodate the kentledge.

## **5 SETTLEMENT OBSERVATIONS**

- 5.1 The load application and settlement observations will be made at the pile top.
- 5.2 Settlements will be recorded using four dial gauges with a least count of 0.01 mm and travel of 25 mm. The gauges will be positioned at an equal distance around the piles and will be held by datum bars resting on immovable supports at a minimum distance of 1.50 m from the peripheral edge of the pile.

## **6 LOAD APPLICATION**

- 6.1 The test load will be applied by means of a hydraulic jack of suitable capacity. The jacks will butt against the jacking girder assembly bearing against the loaded platform. The jacking girder assembly will consist of rolled steel beams / plated beams, with the bottom flanges well braced.
- 6.2 The test will be carried out by applying a series of vertical downward incremental loads, each increment being about 20% of the safe load on the pile. The pressure will be read from the pressure gauge attached to the hydraulic pump. At each stage of loading the actual gauge pressure multiplied by the total ram area of jack will be the applied load.
- 6.3 At each stage, the loading will be maintained till such time the rate of movement of pile head is not more than 0.1 mm in the first 30 minutes or 0.2 mm in the first one hour, or for a maximum of 2 hours, if either of the two earlier conditions is not fulfilled.

- 6.4 Time and settlement observations will be made at the commencement and completion of each stage of incremental loading. The settlement observations will also be continued at about 15 minute intervals during the period when the applied load is constant.
- 6.5 When the loading has reached the test load level, it will be maintained for a period of 24 hours. The loading will then be brought to zero gradually in stages by releasing the jacking pressure progressively.

## **7        RECORDS**

- 7.1 The load, displacement and time will be recorded sequentially in a tabular form along with information about the test pile. A report will be prepared on the test, analyzing the test results and bringing out the conclusions. A load displacement curve will form an essential part of the presentation.

## **LATERAL LOAD TEST ON PILE - METHODOLOGY**

### **1.0 GENERAL**

**1.1** The testing of lateral movement of pile shall be carried out according to the Indian Standard IS: 2911 (Part4)-1985.

**1.2** In accordance with the relevant provision of the Indian Standard IS:2911 (Part 4) 1985, the safe load on a single working pile in the lateral load test.

### **2.0 PREPARATION OF PILE FIXING DIAL GUAGES FOR RECORDING HORIZONTAL REPLACEMENT**

One of the methods for keeping dial gauge on pile surface is to chip off uneven concrete on the side of the pile on which the lateral load will be applied and to fix a piece of glass 20 to 30 mm square. The dial gauge tips shall rest on the central portion of the glass plate.

### **3.0 LOADING ARRANGEMENT**

**3.1** The test may be carried out by introducing a hydraulic jack with gauge between two piles or pile group under test or the reaction may be suitably obtain.

**3.2** Conducted by jack located between two piles /groups/ concrete block/good earth surface, the full load imposed by the jack shall be taken as the lateral resistance of each pile or group.

**3.3** The loading should be applied in increment of about 20 percent of the estimated safe load.

### **4.0 LOADING INCREMENT**

The estimated safe lateral load may be divided into 5 increments. Usually, the Pressure gauge reading corresponding to each such increment will not correspond to one of the marked divisions on the pressure gauge (the marked division may be  $10 \text{ kg/cm}^2$ ).in such a case, the load nearest to a marked division may be selected as a load increment. In this case of the load applied may not be a whole number.

### **5.0 LATERAL DISPLACEMENT RECORDING**

The lateral displacement of the pile during lateral loading shall be recorded by using at least two dial gauges of 0.01mm sensitivity spaced at 30 cm vertically apart and kept horizontally one above the other on the test pile and the displacement interpolated at cut-off level from similar triangles, where cut-off level is unapproachable.

For approachable cut-off level, however' one dial gauge placed diametrically opposite to the jack shall directly measure the displacement. Where, it is not possible to locate one of the dial gauges in the line of the jack axis, then two dial gauges may be kept at a distance of 30 cm at a suitable height and the displacement interpolated at load point from similar triangles. The travel of the dial gauges shall be not less than 25 mm.

## **6.0 INTERPRETATION OF PILE LOAD TEST DATA**

The safe load on a single pile shall be the least of the following:

- (a) Fifty percent of the load at which the total displacement increases to 12 mm.
- (b) Load at which the total displacement corresponds to 5 mm. Note: The displacement is at the cut-off level of the pile groups shall be tested under conditions as per actual use in the structure as far as possible.

## **7.0 HOW LONG SHALL EACH INCREMENT BE MAINTAINED**

The next increment should be applied after the rate of displacement is nearer to 0.1 mm per 30 minutes.

## **8.0 UN-LOADING**

There is no guideline in IS 2911 (Part 4)-1985, with regard to un-loading. However, it is recommended that un-loading is carried out in steps, skipping alternate load Increments used during loading. The rebound of the pile during un-loading shall be recorded in the same manner as in Sl. No. 8.

***Note:***

During loading increments or during un-loading decrements, the load on the pile shall be maintained, since the name of the method itself is "Maintained Load Method". To achieve this, the pressure gauge reading shall be watched continuously, and any drop in the pressure gauge reading during loading increments shall be made good by pumping. Similarly, during un-loading decrements any increase in the pressure gauge reading shall be made good by carefully reducing the pressure

## **PULL OUT TEST ON PILES – METHODOLOGY**

### **1.0 GENERAL**

- 1.1** The testing of uplift force of pile shall be carried out according to the Indian Standard IS: 2911 (Part4)-1985.
- 1.2** In accordance with the relevant provision of the Indian Standard IS:2911 (Part 4) 1985, the safe load on a single working pile in the uplift test shall be least of
  - a) Two- thirds of the final load at which the total displacement attains a value of 12 mm or the load corresponding to a specified permissible uplift, and
  - b) Half of the load at which the load displacement curve shows a clear break (downward trend)

### **2.0 METHODOLOGY OF TEST**

- 2.1** It is proposed to conduct the uplift load test on the test pile by the application of uplift force by means of hydraulic jack with gauge using a suitable pull out set up.
- 2.2** The uplift test will be carried for a maximum load twice the estimated safe load or until the load displacement curve shows a clear break (downward trend)
- 2.3** The test pile shall have adequate steel to withstand pulling. In some cases, in order to allow for neck tension in a pull out test, it may be necessary to provide additional reinforcement in the piles to be tested.
- 2.4** The main reinforcement bar are extended out of the pile having the development length of about 1.0m from the cut off pile.

### **3.0 SETTLEMENT OBSERVATIONS**

- 3.1** The pull out load application and settlement observations will be read at the pile top as per the vertical load

**3.2** Settlements shall be recorded using two/four dial gauges with a least count of 0.01 mm and travel of 25 mm. The gauges shall be positioned at an equal distance around the piles and will be held by datum bars resting on immovable supports at a minimum distance of 1.50 m from the peripheral edge of the pile. Typical load test set up is given in Annexure I .

**4.0** LOAD APPLICATION

**4.1** The test load shall be applied by means of a hydraulic jacks made to rest on 2 nos of 1.50 mtr height plated Girder resting on two support on the ground / adjacent piles support of suitable capacity. The jacks will butt against the jacking girder assembly bearing against the loaded platform. The jacking girder assembly will consist of rolled steel beams / plated beams, with the bottom flanges well braced.

**4.2** Time and settlement observations will be made at the commencement and completion of each stage of incremental loading. The settlement observations will also be continued at about 15 minute intervals during the period when the applied load is constant.

**5.0** LOADING INCREMENT

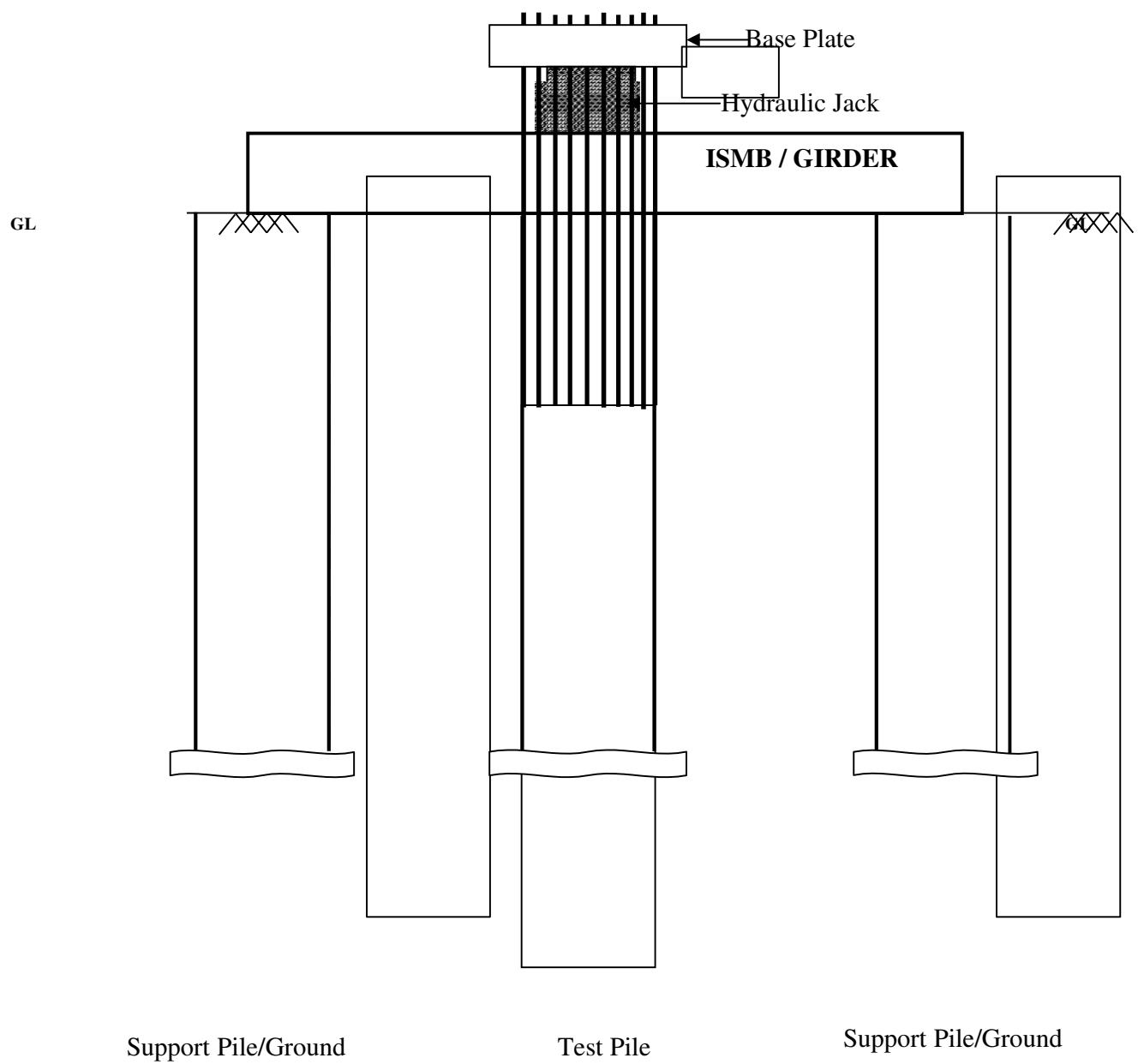
**5.1** The estimated safe pull out load may be divided into 20% increments for loading. Usually, the pressure gauge reading corresponding to each such increment will not correspond to one of the marked divisions on the pressure gauge

**5.2** In such a case, the load nearest to a marked division may be selected as a load increment in this case, the load applied may not be a whole number.

**6.0** RECORDS

**6.1** The load, displacement and time will be recorded sequentially in a tabular form along with information about the test pile. A report will be prepared on the test, analyzing the test results and bringing out the conclusions. A load displacement curve will form an essential part of the presentation.

## PULLOUT TEST ARRANGEMENT



## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

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\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

## **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

## **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word ‘Monitor’ would include both singular and plural.

## **Section 9 – Pact Duration**

- 9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

## Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal  
(Office Seal)

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For & On behalf of the Bidder/ Contractor  
(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

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Witness: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

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**INTEGRITY PACT**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender (total 7 sheets) is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

Mr. Arun Chandra Verma, IPS (Retd.)

Mr. Virendra Bahadur Singh IPS (Retd)

(b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department."

## ANNEXURE A

### PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

**Bank Guarantee No.....**

**Date.....**

**To**

(Employer's Name and Address)

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s. .... having its registered office at .....2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by .....4.(name of the Employer) through its Unit at .....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....5 ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank] ..... having our Registered Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5 .....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....6 and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this Guarantee.

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5.....
- b) This Guarantee shall be valid up to .....6
- c) Unless the Bank is served a written claim or demand on or before .....<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## 1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

## 3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

*"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders."*

*Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."*

## 6.0 Business rules for RA

Model Annexure-I is attached.

## 7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form signed by all the participating bidders before RA event.

# Guidelines for Reverse Auction – 2021

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- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.

## 10.0 Reverse Auction Process

10.1 Reverse Auction will be conducted if two or more bidders are technocommercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying technocommercially.

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

10.2 During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

## 11.0 Processing of case after RA

11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer.

## Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
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### 13.0 Others

- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

---XXX---

ABRIDGED VERSION

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

## Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. **{...}** dated **{...}**, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

### **1. Procedure of Reverse Auctioning**

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

### **2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on **{date}: ;{start time}: ;{Close Time: }**.

### **3. Auction extension time:** If a bidder places a bid in the last **{...}** minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **{...}** minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last **{...}** minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last **{...}**

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

- 4. Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
- 5. Bidding currency and unit of measurement:** Bidding will be conducted in Indian Rupees per Unit of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

- 6. Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 7. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
- 8. Unique user IDs** shall be used by bidders during bidding process. All bids

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

## Annexure – I

made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

12. **Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer.

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
14. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).

17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen

# Guidelines for Reverse Auction – 2021

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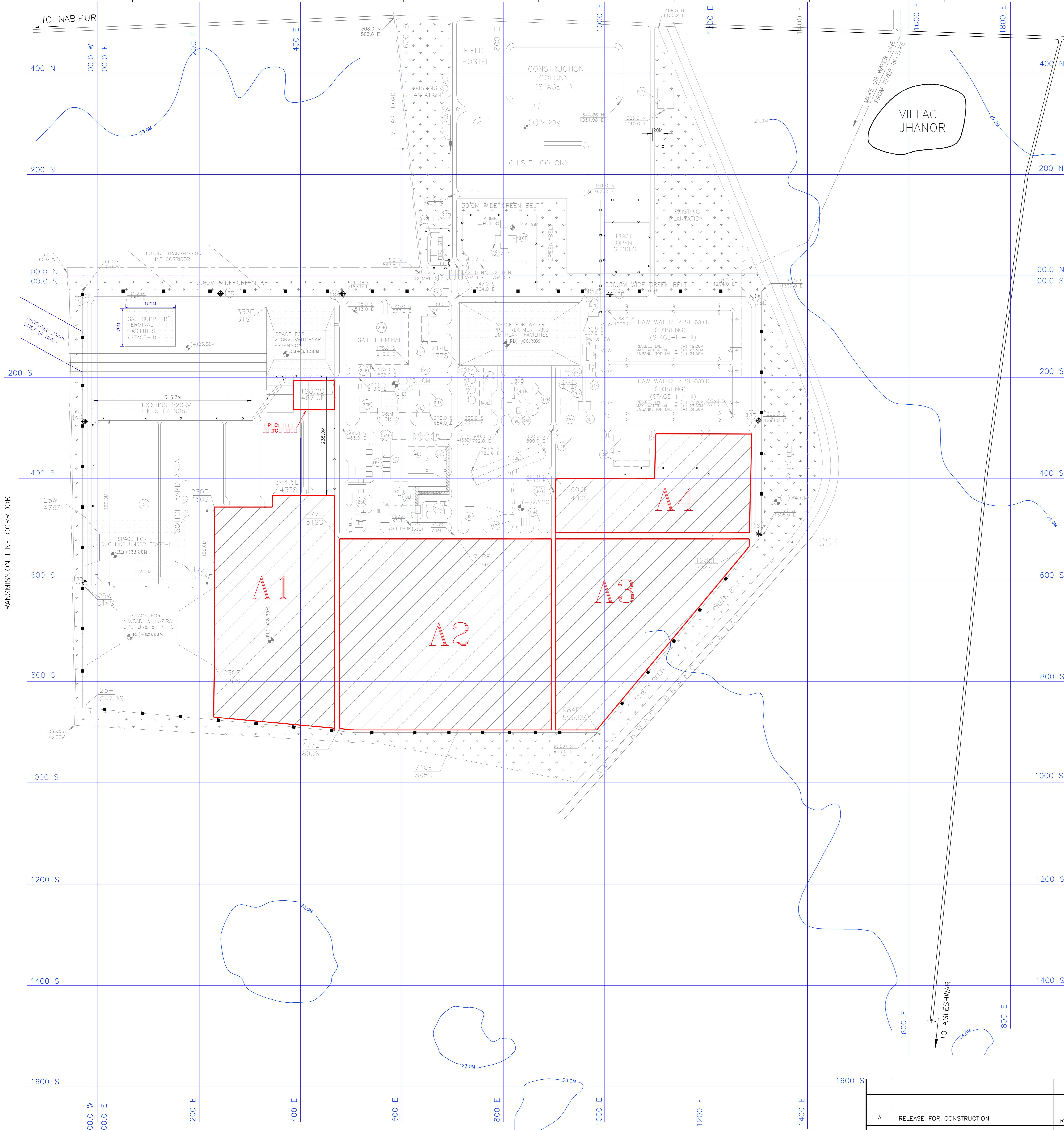
## Business Rules for Reverse Auction

### Annexure – I

contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

**24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.

ABRIDGED VERSION



**DRAWING FOR TENDER  
PURPOSE ONLY**

S.NO.	AREA m <sup>2</sup>	AREA IN ACRES
A1	420660.5885	103.9438

**NOTES:-**

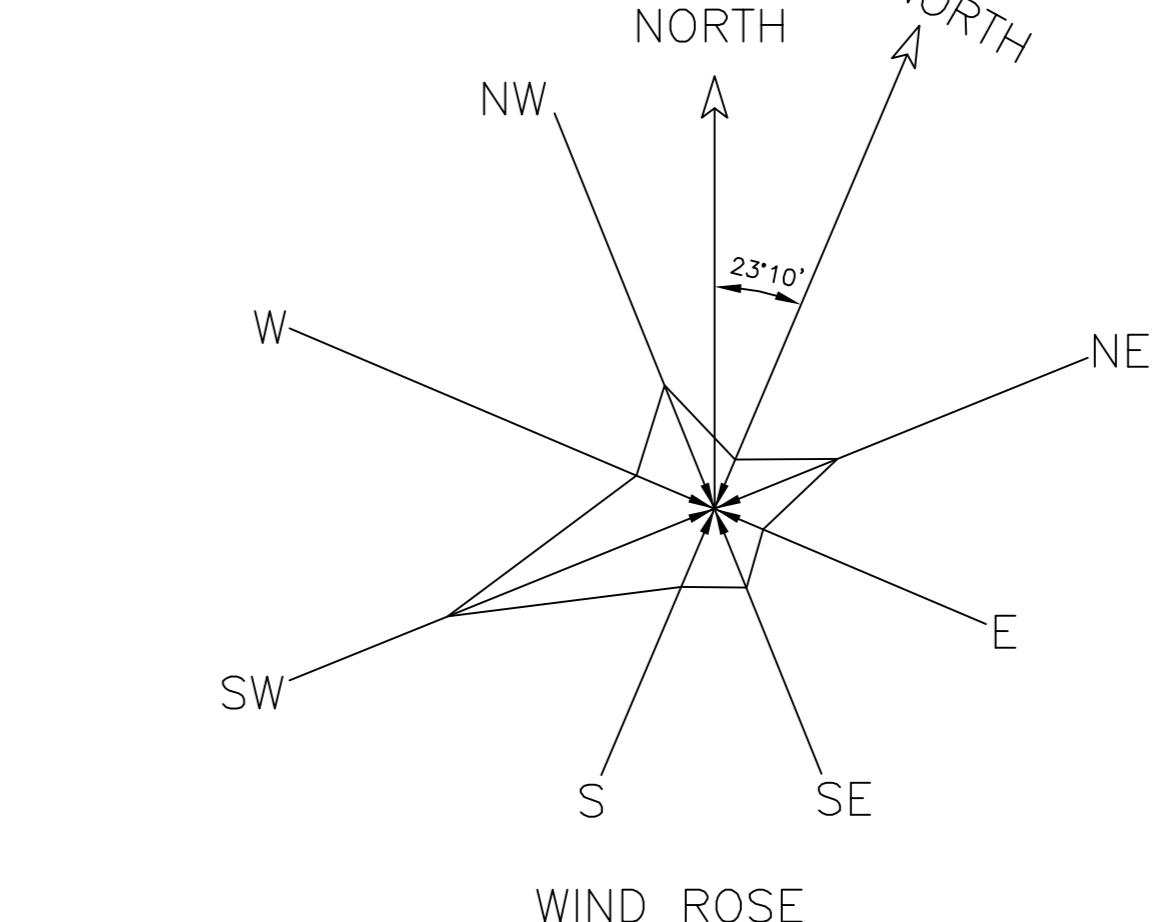
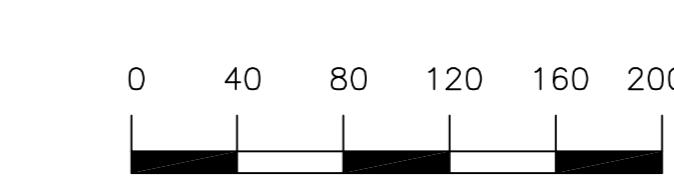
1. THE DETAILS SHOWN IN DRAWING ARE TENTATIVE AND FOR TENDER PURPOSE ONLY.
2. THE PLOTS DEMARCTION ARE TENTATIVE AND ARE SUBJECT TO CHANGE DURING EXECUTION.
3. BIDDER HAS TO CONNECT THE PLOT DRAINAGE WITH THE NEAREST NATURAL DRAINS AND IN LINE WITH APPROVED DRAINAGE SCHEME, BIDDER CAN ALSO PROPOSE RAIN WATER HARVESTING RECHARGE PIT FOR QUICK STORM WATER SUBJECT TO APPROVAL FROM OWNER.
4. THE ROAD INSIDE INDIVIDUAL PLOT SHALL BE IN THE SCOPE OF THE RESPECTIVE PLOT BIDDER.
5. EVACUATION CABLE ROUTE UPTO SUB-STATION AS SHOWN ARE TENTATIVE AND FOR TENDER PURPOSE ONLY.
6. THE AREA DEMARCTIONS & ITS CO-ORDINATES ARE TENTATIVE AND ARE SUBJECT TO CHANGE BASED ON ACTUAL SITE CONDITIONS AND HANDING OVER

**FOR TENDER PURPOSE ONLY**

**NTPC Limited**

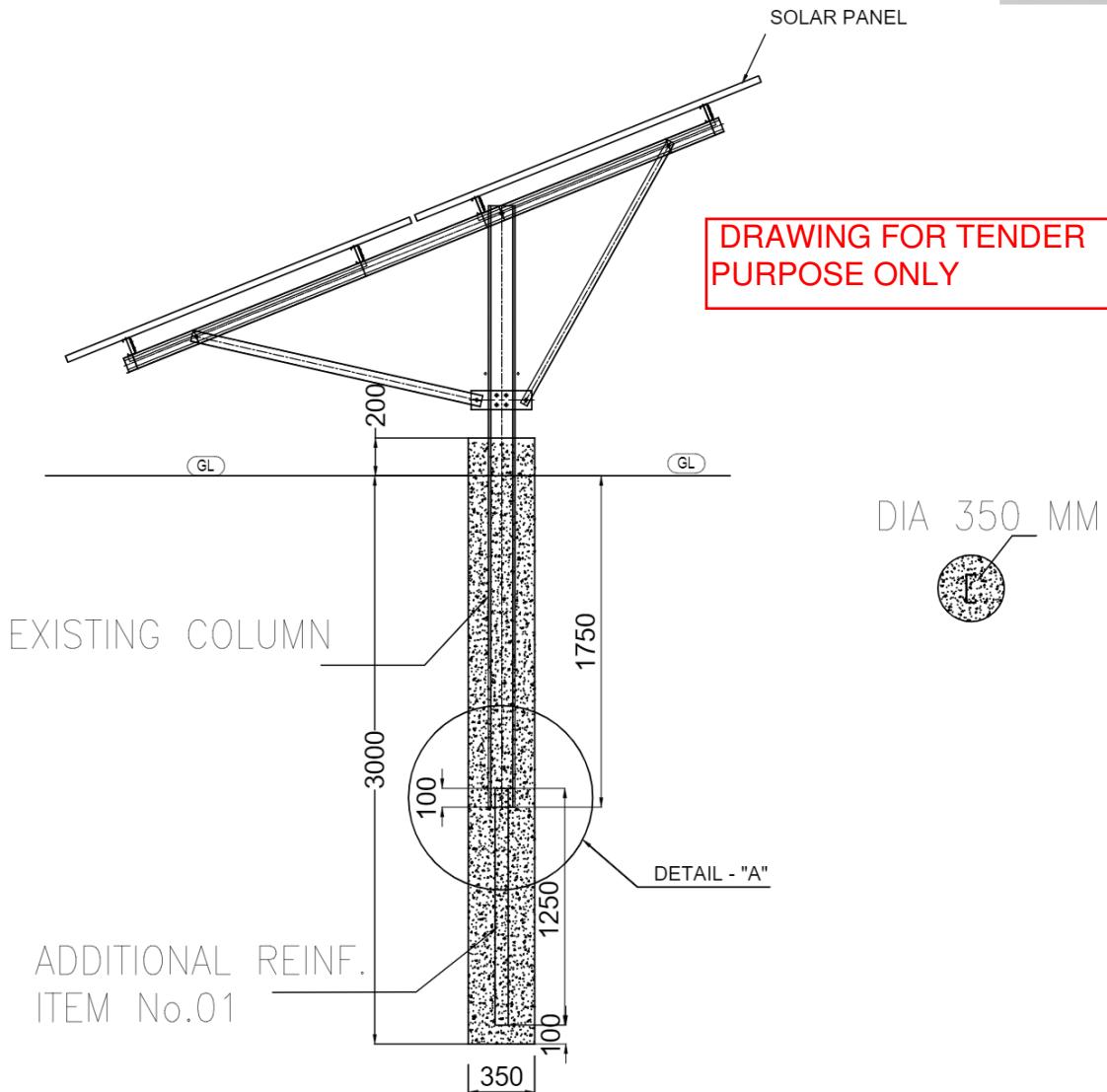
(A GOVERNMENT OF INDIA ENTERPRISE)  
ENGINEERING DIVISION

PROJECT											
JHANOR GANDHAR SOLAR POWER PROJECT											
VICINITY MAP											
SIZE	SCALE	DRG. NO.									REV. NO.
A1	1:4000	5734-004(R)-POC-A-001									A





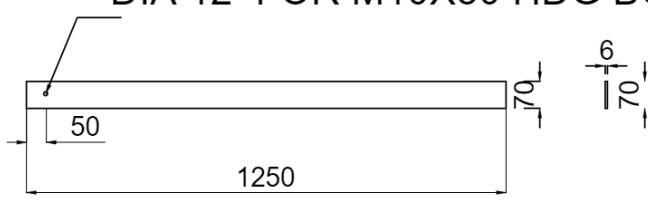
Subhadeep Dey



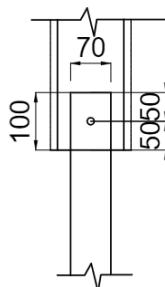
ALTERNATE PROPOSAL FOR NORMAL PILE  
AT NTPC 20 MW L= 3000 mm , Dia = 350 mm

ITEM No :01

DIA 12 FOR M10X30 HDG BOLT



BOLT Req &amp; SPECIFICATION : HDG M10X30 mm

ERECTION NOTES:

1. 12 mm DIA HOLE (1 NO) FOR M10X30 TO BE DRILLED AT SITE IN COLUMN BOTTOM WITH 50 mm PITCH.
2. ADDITIONAL PLATE OF 1250X70X6 mm TO BE FASTENED WITH EXISTING COLUMN BEFORE POURING CONCRETE.