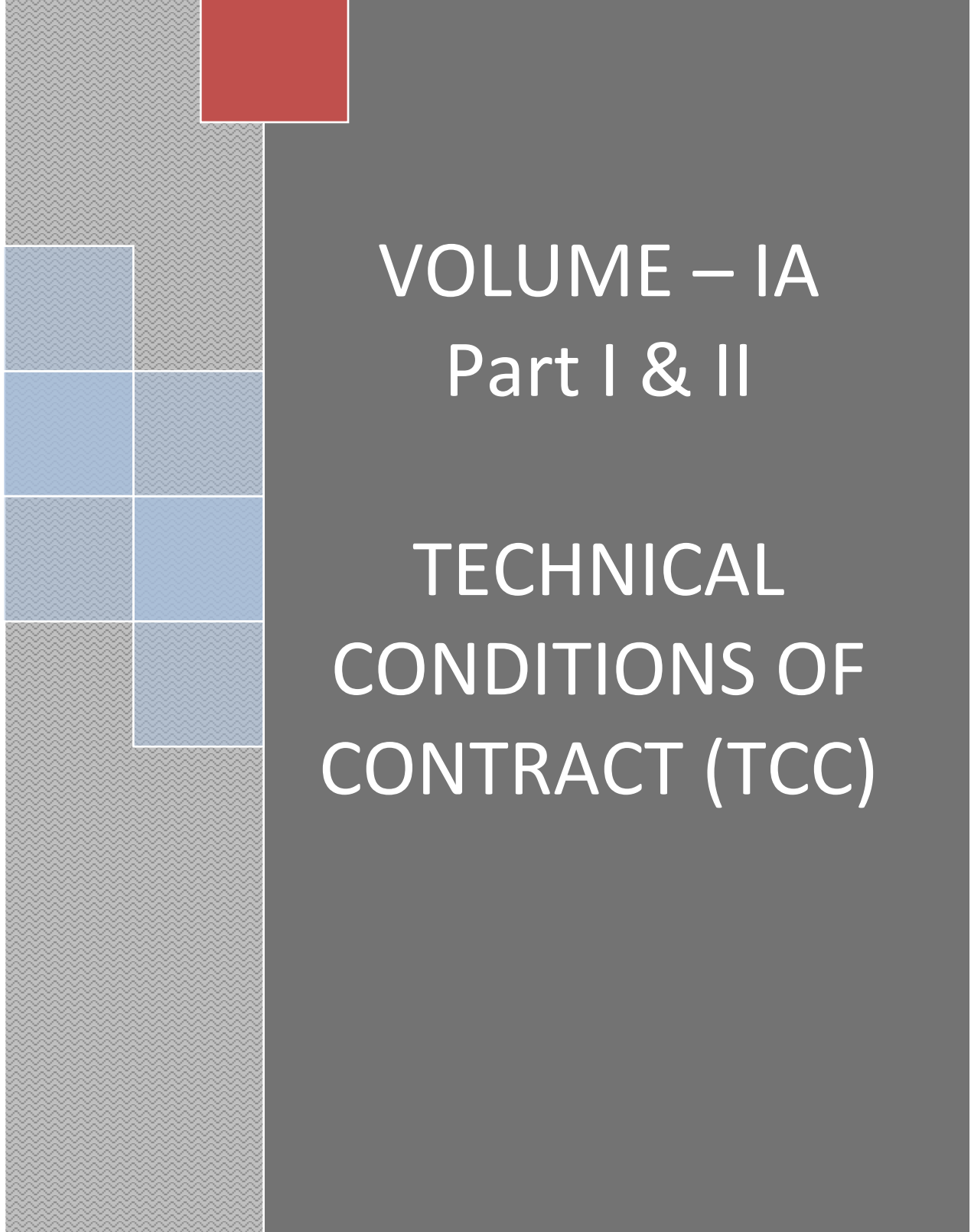


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## 1.0 PROJECT INFORMATION

1 Project Information & Location		
1.	Project Title	Ennore SEZ project of 2 x 660 MW Coal Based Super Critical Thermal Power Project at ash dyke of NCTPS
2.	Owner	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)
3.	Plant capacity	1320 MW (2 units of 660 MW each)
4.	Type of project	Green field
5.	Plant site location	Ash dyke of North Chennai Thermal Power Station (NCTPS)
6.	Location co-ordinates	80°18' E to 80° 19' E Longitude 13° 17' N to 13° 18' N Latitude
7.	Nearest Village	Vayalur
8.	Nearest Town & City	Chennai (35 Km)
9.	State Capital	Chennai (35 Km)
10.	Nearest Railway Station	Athipattu Pudunagar (~5 Km)
11.	Nearest Airport	Chennai (~60 Km)
12.	Nearest Sea Port	Ennore (~5 Km)
13.	Nearest Road access	All weather road from Pattamandri on the Thiruvottiyur – Ponneri district highway

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	a)	Annual Rainfall	
	i.	Maximum	2540 mm

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### **1.1 SCOPE OF WORKS**

MATERIAL HANDLING & MATERIAL MANAGEMENT PACKAGE covering Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / wagons (excluding rakes) etc of balance Materials., transportation to site / site stores & storage yard, verification, stacking, reshifting and restacking wherever required, documentation / updating MM package in computer systems for various stages of works & preservation of materials / components of Boiler, TG and all other equipments covered under the scope.

### **1.2.0 IMPORTANT CONDITIONS OF THE CONTRACT**

- 1.2.1 The number of open storage yard is more than 5 numbers. All the yards shall be divided in to many a locations and shall be marked visibly (Grid marking). Each location shall be identified by a display board which shall be visible from distant locations. All the materials and consumables required for this shall also be in the scope of the contractor. The contractor shall submit the yard layout – with grid positions marked- drawing to BHEL Engineer prior to commencement of first unloading.
- 1.2.2 It would be the responsibility of the contractor to keep in contact with the BHEL authorities at site to find out the arrival of the consignments. The lorry way bill / truck way bill for the consignments would be handed over to the contractor immediately on receipt.
- 1.2.3 The contractor shall examine the packages, consignments etc., on arrival and bring to the notice of Transport authorities and BHEL authorities regarding loss / damages, if any observed in the consignments proposed to be taken delivery, before taking delivery, particularly of consignment in “smalls” the weight of the packages and any discrepancies shall be reported immediately to BHEL / Transport authorities. In case it becomes necessary to take open delivery from the authorities, contractor should make all arrangements for taking open deliveries. All expenses connected there with shall be to the account of the contractor. Any loss that occurs to BHEL on account this will be recovered from his progress bills.
- 1.2.4 Contractor shall examine all the shipment and notify BHEL Engineer immediately for the purpose of engineer's information. The contractor shall submit a report every week detailing in this regard.
- 1.2.5 In case of apparent damages / shortage to consignment / packing noticed by the contractor such cases shall be brought to the notice of BHEL and cleared only with BHEL's knowledge / approval.
- 1.2.6 Any discrepancy / shortage / damage found in the consignment after taking delivery from the carriers after giving clear receipt would be the responsibility of the contractor and the amount liable to be lost by BHEL on such amount is recoverable from the contractor.
- 1.2.7 Detailed verification of materials with reference to packing list / Loading advise slip / etc., after unpacking of boxes & crates; repacking where called for, after detailed verification; preparation of receipt inspection reports etc shall be carried out within the quoted rate within 30 days of the unloading. If the verification is not carried out within 30 days for reasons attributable to the contractor, then BHEL is having right to carryout the verification at the risk and cost of the contractor.

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- 1.2.8 Consignment coming on Sundays and Holidays are also required to be handled by the contractor on the same day. Since the offices and godowns will probably remain closed on these days, it will be the responsibility of the contractor to contact the Site Engineer / his authorised representative at BHEL at their residence and obtain instructions.
- 1.2.9 Since the consignment are expected to arrive during any time of the day or night contractor shall have his workmen round-the-clock at site as well as other places as required to unload the materials. Contractor's quoted rate shall include all such contingencies.
- 1.2.10 Unloading of materials / components at the storage yard, using contractor's own Lorries, Trailers and other equipment with valid road permits for their operation, unloading and stacking handling at storage yard for verification shall be the responsibility of the contractor under this contract.
- 1.2.11 Unloading of all materials including ODC and heavy consignments, either by the contractor's crane or by rigging method, at the location decided by BHEL engineer shall be carried out by the contractor.
- 1.2.12 Unloading from Transport equipments, transportation, unloading at storage area / work site of heavy sophisticated equipment like heavy motors, modules, heavy bearings, fans, Transformers, Electricals Panels, components of Turbine & Generator, etc., shall be done in the presence of and as per the direction of BHEL representative including stacking and restacking if necessary.
- 1.2.13 In case any consignment is lifted to its position by BHEL (using BHEL's or the contractor's resources) directly after its receipt at site, due to no fault of contractor, it shall be treated as if the job was executed by the contractor as per the scope and payment shall be made accordingly.
- 1.2.14 All the materials shall be stored at minimum of 6" height above the ground level by the use of concrete or wooden sleepers or wooden logs. No material shall be allowed to remain on ground at any time. Materials shall not be stacked in low lying areas, where it is likely to get flooded during rain.

FOR STACKING THE MATERIALS ABOVE THE GROUND LEVEL, WOODEN / CONCRETE SLEEPERS, WOODEN LOGS, CONCRETE BLOCKS AND TARPULINS ETC, WHEREVER DEEMED NECESSARY, WILL BE ARRANGED BY BHEL FREE OF COST AS DECIDED BY BHEL ENGINEER.

- 1.2.15 Stacking of the materials shall be done as per the instructions and to the satisfaction of BHEL Engineers. The materials shall be stacked so that it should facilitate easy handling during erection and **also enable traceability and "ready to lift" position in the stacked area for mechanical / electrical / other contractors** . In case any negligence or improper stacking is noticed, it shall be the responsibility of the contractor to re-stack at his cost. Failure to do so may force BHEL to get the job done through other agencies and recover the same from the contractor.
- 1.2.16 Under the scope of this contract, it shall be the responsibility of the contractor to provide facilities to open the package in the presence of BHEL Engineers verifying the same, repacking wherever and whenever necessary properly stacking them as may be directed by BHEL so as to facilitate proper handling and verification.

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- 1.2.17 The contractor shall execute the work in the most substantial and workmen like manner. The stores shall be handled with care and diligence. Any loss to BHEL due to contractor's lapse shall have to be made good by the contractor.
- 1.2.18 General cleaning, grass cutting and upkeep of storage yard, stores area shall be carried out within the quoted rates for unloading, verification, identification and storage.
- 1.2.19 Transportation of certain materials from Godown of Transport carriers, Port, Air cargo, receiving, unloading, verification of components which includes unpacking of cases /crates, repacking after verification, preservation, stacking of all the components at stores / storage space, shifting of materials from one location to another location within plant boundary and wherever required keeping the materials / components by raising height.
- The contractor is required to find out from concerned authorities, regarding arrival of consignment prior to the receipt of consignment note, if any, and take delivery of the same on –Indemnity Bond. Indemnity Bonds would be executed by BHEL, when intimation regarding arrival of consignment is furnished by the contractor.
- 1.2.20 As per instruction of BHEL Engineer, on receipt of “Stores Issue Voucher”, the contractor shall locate, identify the material and shall keep it in ready to lift position immediately.
- 1.2.21 The contractor, with his manpower shall update and maintain the documents and records of BHEL's Material Management department as per the instruction of the BHEL engineer. Entering the data in the BHEL computer as per the instruction of the BHEL engineer is also in the scope of the contractor.
- 1.2.22 Contractor with his own T& Ps and manpower shall receive, verify and transport all the materials received at Transporters godowns within a radius of 30 km in and around Project site and the materials received at railway stations within a radius of 30 km from Project site to the BHEL stores within the quoted rate.
- 1.2.23 From the area / delivery points of all materials / components pertaining to generating units, auxiliaries, piping, miscellaneous plants and equipments, panels, cables and other electrical equipments, oil drums, tools, plants or any other items and equipments meant for erection, commissioning, and office equipment / furniture and miscellaneous items, contractor to use his own cranes, tractor / trailers, trucks, lorries, slings, jacks, lifting tackles and any other equipments for this job. Handling of equipments for verification of components including opening of cases / crates / boxes and repacking / stacking after verification shall also be the responsibility of the contractor.
- 1.2.24 Handling and loading of out going materials those are to be sent to other destinations shall be carried out by the contractor. **There shall not be any separate payment to the contractor for Handling and loading of outgoing materials.**
- 1.2.25 In case of delay in unloading / fail to unload the equipment immediately, BHEL reserve the right to unload the equipments / components through other agencies at the risk and cost of the contractor.
- 1.2.26 The owner / employer or his authorized agents may inspect stores, storage yard, etc during the contract period. The contractor shall make necessary arrangements for such inspection and

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carry out the rectification pointed out by the owner/employer without any extra cost to the owner / employer. No cost whatsoever such duplication of inspection of work be entertained.

1.2.27 The contractor will arrange for gate passes and any other permits required for carrying out his work from the respective agencies at his own cost. He will also comply with regulations of the customer within the project area, any of the State Government and other Government agencies.

1.2.28 Materials shall be stacked neatly, preserved and stored in the contractor's shed / work area in an orderly manner. Sometimes it may become necessary for the contractor to handle, reshift certain unrequired components in order to take out / stack the required materials. The contractor has to take this contingency also into account. No extra payment is payable for such contingencies.

1.2.29 The contractor shall provide the necessary resources like trained PC operators, clerical / secretarial staff / helpers for maintaining the Computerised Material Management Package provided by BHEL and carry out all operations of maintenance of documentation (soft as well as hard copies) including housekeeping for the works covered under this tender.

The computer terminals for this purpose will be provided by BHEL.

1.2.30 All the preservative consumables like paint, grease etc shall be issued by BHEL free of cost and application of preservatives shall be the responsibility of the Contractor.

**1.2.31 RESHIFTING AND RESTACKING OF MATERIALS / COMPONENTS :**

1.2.31.1 Reshifting and restacking of the materials / components within the plant boundary shall be carried out by the contractor as per the instruction of BHEL engineer without any delay. **There shall not be any separate payment to the contractor for reshifting and restacking of materials.**

1.2.31.2 In case it is necessary to shift and re-stack the materials kept at work area / site to enable other agencies to carry out their work, same shall be done by the contractor and shall be considered as Reshifting and restacking of materials / components.

1.2.31.3 Reshifting of materials that were not unloaded by the bidder is also included in the scope of this tender. However no payment shall be paid towards reshifting of materials that were unloaded by the bidder.

1.2.32 All pipe and tube ends shall be covered with BHEL's plastic caps or will be closed with BHEL's wooden plugs as the case may be.

**1.2.33 EXCLUSIONS:**

1.2.33.1 Unloading of materials received through rail in RAKES.

1.2.33.2 Supply of preservation materials like paints, grease etc

**1.3 The approximate scope of Materials to be handled are given below:**

Sl. No	Description	Tonnage
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01	Receipt, Unloading & Material Handling from Trucks / Trailers / Transport carriers / wagons (excluding rakes) etc of balance Materials	2,000MT
02	Balance materials available at site stores & storage yard and to be issued to various agencies	45,000MT

**NOTE:**

- 1) The weights indicated herein is for indicative purpose only. However, handling and material management of actual weights as dispatched / received shall be in the scope of contractor.

**1.4 Materials, Consumables, T&Ps and MMEs to be Deployed by Contractor**

- 1.4.1 All the tools & plants required for this scope of work are to be arranged by the contractor as per the table given below.
- 1.4.2 **The deployment plan & period of cranes as mentioned in clause 1.4.3 below are essential to the contract.**
- 1.4.3 Deployment plan for the List of minimum major Tools & Plants to be deployed by the contractor during the period is mentioned below:

Sl no	Equipment – Capacity in MT	Qty in Nos	Deployment period		
			From	To	Total period
01	Tyre Mounted Crane- 12MT	02	1 <sup>st</sup> month	12 <sup>th</sup> month	12 months

- 1.4.4 Crane log sheet for each of the crane on daily basis are to be certified by the BHEL engineer. Contractor shall submit the monthly Running Account Bills along with duly certified log sheets.
- 1.4.5 Contractor shall ensure that all the cranes and trailers mentioned in the deployment plan shall be in good working condition throughout the period mentioned in the deployment plan. In case of the cranes and trailers are not in working conditions for one full day, then the proportional amount payable towards the T & P shall not be paid. In addition twice the proportional amount shall be deducted as penalty. The proportional payment shall be calculated as below:

Monthly Payable towards that T & P divided by 30 (thirty).

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- 1.4.6 If work gets delayed due to non-availability of any T & P, BHEL reserves the right to get the work done at the risk and cost of contractor. The value of the risk and cost or the deduction as calculated above, whichever is higher will be deducted from the Contractor's monthly bills.
- 1.4.7 Any or part or all of the T & Ps of the contractor identified for the tendered package shall not be engaged for any works other than that of the works intended in this tender.
- 1.4.8 In case BHEL decides to engage the cranes for any of its job then the contractor is bound to operate the cranes with his own operator as per the direction of BHEL engineer. However, the mutually agreed charges towards high speed Diesel only shall be paid to the contractor. No other charges shall be payable to contractor on account of this.

**1.5 T&Ps and MMEs to be deployed by BHEL on sharing basis**

The Tools & Plants to be made available by BHEL to contractor free of hire charges on sharable basis is Nil.

**1.6 Time Schedule**

The entire work of material handling and material management works, as detailed in the Tender Specification shall be for the period of **12 (Twelve)** months from the date of commencement of work at site.

The work shall be commenced on the mutually agreed date between the bidder and BHEL engineer and shall be deemed as completed in all respect only when the unit is in operation. The decision of BHEL in this regard shall be final and binding of the contractor. The scope of work under this contract is deemed to be completed only when so certified by the site Engineer.

**1.6.1 MOBILISATION**

Contractor shall mobilize necessary resources as per directive of Construction manager.

**1.6.2 COMMENCEMENT OF CONTRACT PERIOD**

The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy the decision of BHEL engineer is final.

**1.6.3 CONTRACT PERIOD**

The contract period for this work shall be **12 months** from the "COMMENCEMENT OF CONTRACT PERIOD" as specified earlier.

**1.7 TERMS OF PAYMENT**

Payment will be made for the actual Manpower and T&P deployment. Vendor has to submit monthly running bill (in triplicate) along with Manpower attendance sheets & T&P log sheets duly signed by BHEL officials and necessary statutory documents.

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5% of the monthly bill amount will be held as Retention amount. 100% of Retention amount shall be released along with final bill after deduction of expenses/other amounts if any due for BHEL under the contract.

The contractor shall submit his bills once in a month duly furnishing the following minimum information along with other details as applicable.

- a. Manpower Attendance sheet duly signed by BHEL officials
- b. T&P's Log sheets duly signed by BHEL officials
- c. Statuary Documents

## 1.8 TAXES AND OTHER DUTIES

AS APPLICABLE

## 1.9 GENERAL

1.9.1 In addition to the clause 2.8 of General Conditions of Contract (Volume-1C of Book-II) the contractor shall comply with the following.

### 1.9.2 STATUTORY REQUIREMENTS

1.9.2.1 All statutory requirements as per Labour laws like ESI, PF, Labour License, Registration etc., have to be arranged by the Bidder. Necessary insurance (covering WC act) for the workmen engaged by the Bidder has to be taken at his cost and the copy of the same should be submitted before commencement of the work.

1.9.2.2. Necessary insurance policy for the work men engaged shall be taken before starting the work at site.

1.9.2.3. The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹10.00 Lakhs per individual. The sum assured (₹10.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹10.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract.

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- 1.9.2.4. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
- 1.9.2.5. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for all the personnel deployed by the Contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 1.9.2.6. Minimum Wages shall be paid to the work men employed in accordance with the minimum wages Act and Notification issued by TAMILNADU State Government from time to time. Changes in Minimum Wages with VDA is to be effected from time to time.
- 1.9.2.7. Liaisoning with local authorities obtaining any clearance, police dept, etc, is in the scope of the contractor and to be taken care by the contractor.

**1.10.1 GENERAL**

- 1.10.1.1 The contractor must obtain the signature and permission of the security personnel of the customer for bringing any of their materials, T&Ps, etc., inside the site premises. Without the Entry Gate Pass these materials, T&Ps, etc., will not be allowed to be taken outside.
- 1.10.1.2 The materials unloading from the transport carrier / wagon truck shall be shifted to project stores / storage yard and properly stacked immediately. The unloading point shall be kept free for accommodating next consignment. If the same is not followed, any demurrage charged / and or other losses are incurred the same will have to be borne by the contractor.
- 1.10.1.3 Any breakdown of crane, trucks, trailers and any other handling / lifting equipments, T & P etc., used by the contractor must be set right immediately. Contractor cannot attribute such breakdown for delay in unloading and transportation of materials, stacking etc. If the contractor fails to set right his handling equipments and T & P in time, as stated above, if found necessary, BHEL shall have the right to hire these equipments from other sources and give it to the contractor at the risk and cost of the contractor. However, it is not obligatory on BHEL and cannot be quoted by the contractor for any demurrage or any other charges incurred by the contractor on account of the same.
- 1.10.1.4 Further, BHEL reserves the right to get any work/s under the scope of this tender executed at the risk and cost of the Contractor, if there is any delay / refusal from contractor in executing the work/s under his scope.

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- 1.10.1.5 Contractor has to make payment of freight charges against the LWB/PWB/RR upto a limit of **Rs. 2000/-** per consignments and claim reimbursement of the same from BHEL by producing necessary supporting documents. For freight charges beyond **Rs. 2000/-** (Rupees.Two thousand only). BHEL will arrange to pay the freight charges by cheque / DD to the carriers / Railways.
- 1.10.1.6 Payment of all demurrages / wharfages that result due to contractor's fault would be the responsibility of the contractor and to his account. If BHEL have to make payment of demurrage / wharfage together with the freight the amounts so paid as demurrages / wharfages for the reasons stated above shall be paid by the contractor forthwith or would be recovered from the bills of the contractor, with BHEL overheads as applicable.
- 1.10.1.7 BHEL reserves the right to recover from the contractor any loss which arises out of undue delay/discrepancy shortage/damage or any other causes during transit or during unloading or during stacking, or any time in the custody of the contractor.
- 1.10.1.8 The materials / components at stores shall be handled with care and diligence. Any loss or damage to BHEL due to contractor's lapses, will have to be made good by the contractor. Otherwise BHEL will arrange for repair / replacement and recover the expenses incurred from the contractor's bills.
- 1.10.1.09 All the necessary certificates and licenses required for the T&P's to carry out this scope of work are to be arranged by the contractor then and there at no extra cost.
- 1.10.1.10 Contractors shall ensure that all their Staff / Employees are exposed to periodical training
- 1.10.1.11 The contractor is strictly prohibited from using BHEL's regular components like angles, channels, beams, plates, pipe/tubes, and handrails etc for any temporary works. Contractor shall arrange himself all such materials. In case of such misuse of BHEL materials, a sum as determined by BHEL engineer will be recovered from the contractor's bill. The decision of BHEL engineer is final and binding on the contractor.
- 1.10.1.12 If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerbs, enclosures, water pipes, fence, cables, drains, electric or telephone posts or wires, trees the contractor shall make good the same at his own expense or in default the site Engineer may cause the same to be made good by other workmen or by other means and deduct the expenses (of which the site Engineer's decision is final) from any sums that may be then or at any time thereafter become due to the contractor or from his security Deposit or any other money due.
- 1.10.1.13 Agency should post qualified Safety Officer to take care of all safety measures which are bound by contract specifications (BHEL / customer / customer's consultant).
- 1.10.1.14 BHEL reserves the right to short-close the contract with 30 days' notice and payment shall be made for the completed months or part thereof on pro-rata basis. No other compensation will be given by BHEL.

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### **SCOPE OF WORK FOR PRESERVATION OF MATERIALS AT STORES, IF REQUIRED**

- 1.11.1 Contractor shall carryout cleaning and preservation / touch up painting for the materials / equipments under this tender specification, wherever deficiency in painting / rusting is noticed. The primer paint shall be matching shop primer. The required manpower, T & Ps etc shall be provided by the contractor with in the quoted rate.
- 1.11.2 Components are received duly painted from manufacturing unit. Due to handling or deterioration due to life of paint or deterioration due to climatic / storage condition etc., paint may get peeled off or rubbed off. This needs preservation to avoid further rusting of components. Also, during this activity, the painting / repainting of W.O. No. and other relevant particulars that may need to be painted on the components is also covered with in the scope of work.
- 1.11.3 This may call for handling / rehandling of materials. All required T&Ps shall be arranged by the contractor at their cost BHEL will not provide any T & P, for this scope of Work.
- 1.11.4 For either touch up painting or full coat painting, the surface to be painted shall have to be thoroughly cleaned with emery paper, wire brush either manually or mechanically.
- 1.11.5 The contractor is expected to submit periodic reports on the preservation carried out for perusal by BHEL Engineer, in the formats as specified by BHEL Engineer.
- 1.11.7 The contractor shall be responsible for any damages of materials / components due to mishandling in his custody. All precaution shall be taken to handle components safely.
- 1.11.8 Preservation of materials in accordance with the BHEL's preservation manual and / or as per BHEL's instruction shall be within the quoted rate.

### **MANPOWER AND T&P REQUIREMENT DETAILS**

SL. NO	DECIPTION OF WORK	Quantity In Nos	Total Months required
<b>A. MANPOWER REQUIREMENT</b>			
1	Site In Charge cum Supervisor	1	12
2	Rigger	4	12
3	Helper	4	12
4	Computer Operator	1	12
5	Safety Officer	1	12



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<b>B. T&amp;P REQUIREMENT</b>			
<b>SL. NO</b>	<b>DECIPTION OF WORK</b>	<b>Quantity In Nos</b>	<b>Total Months required</b>
1	<b>Tyre Mounted Cranes-12MT</b> as per clause No. 1.4.4 of TCC including operator, fuel, other maintenance etc.	2	12

<b>T&amp;P REQUIREMENT (OPTIONAL-ON PER DAY BASIS)</b>			
<b>SL. NO</b>	<b>DECIPTION OF WORK</b>	<b>Quantity In Nos</b>	<b>Rate per Day (Rs)</b>
1	<b>Tyre Mounted Cranes-12MT</b> as per clause No. 1.4.4 of TCC including operator, fuel, other maintenance etc.	1	
2	40 Ft Trailer as per clause No.1.4 of TCC	1	

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**VOLUME-IA PART-II CHAPTER-1**  
**CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES**

Sl. No.: 01

Following Clauses in General Conditions of Contract (GCC) are modified/ revised/ added:

S. No	GCC Clause Reference	Modification / Revision / Addition in GCC Clause
1.	GCC Clause 1.9.1, Sl. No (ii)	The following mode of deposit, Sl. No. (e) is added: e) Insurance Surety Bonds
2.	GCC Clause 1.10.3, Sl. No. (vi)	The following Clause, Sl. No. (vi) is deleted: Security deposit can also be recovered at the rate of 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. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above
3.	GCC Clause 1.10.3, Sl. No (vii)	The following mode of deposit, Sl. No. (vii) is added: e) Insurance Surety Bonds
4.	Note mentioned under the GCC Clause 1.10.3	Note mentioned under GCC Clause 1.10.3 is revised as below: Note: (1) 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. (2) In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder.

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5.	GCC Clause 1.10.8	GCC Clause 1.10.8 is revised as below: Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate+4%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
6.	GCC Clause 2.22.1	GCC Clause 2.22.1 is revised as: Retention Amount shall be 5% of the Contract Value and shall be furnished through BG in line with clause 1.12 of GCC before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in

S. No	GCC Reference Clause	Modification / Revision / Addition in GCC Clause
		contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. Retention Amount can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required retention amount is collected. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of BG for 5% of the Contract Value.

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	<p>New Clause for "Breach of Contract, Remedies and Termination" is added in place of existing clause of Risk &amp; Cost (i.e. 2.7.2.1 to 2.7.3)</p>	<p><b>1. Clause 2.7.2 and 2.7.3 are revised as:</b>  <b>2.7.2 Breach of Contract, Remedies and Termination</b>  <b>2.7.2.1</b> BHEL shall terminate the contract after due notice of a period of 14 days in any of the following cases, which if not rectified/ improved within the time period mentioned in the notice, then, 'Breach of Contract' will be considered to have been established:</p> <ul style="list-style-type: none"> <li>i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.</li> <li>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</li> <li>iv). Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL is writing.</li> <li>v). Strike or Lockout declared is not settled within a period of one month.</li> <li>vi) Termination of Contract on account of any other reason (s) attributable to Contractor. vii). Assignment, transfer, subletting of Contract without BHEL's written permission.</li> <li>viii). Non-compliance to any contractual condition or any other default attributable to Contractor.</li> </ul>
<p><b>S. No</b></p>	<p><b>GCC Reference Clause</b></p>	<p><b>Modification / Revision / Addition in GCC Clause</b></p>

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		<p><b>2.7.2.2 Remedies in case of Breach of Contract is established</b></p> <p>In case 'Breach of Contract' is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL's right to levy of liquidated damages, debarment etc. which shall be applied as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established, is as below:</p> <p>a) In case the value of Security Deposit &amp; Retention Amount, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor, BGs against the same contract etc.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.</p> <p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p> <p>Note:</p> <p>1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.</p> <p>2) If tendering is done for the balance work, the defaulted contractor (including all the members/partners in case of JV/ partnership firm) shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work.</p> <p><b>2.7.3</b> In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work,</p>
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		BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.
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S. No	GCC Reference	Clause	Modification / Revision / Addition in GCC Clause
8.	GCC Clause 2.7.7		<p>GCC Clause 2.7.7 is revised as:</p> <ol style="list-style-type: none"> <li>1. BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:               <ol style="list-style-type: none"> <li>i) suspension of work(s) at a Project either by BHEL or Customer,</li> <li>or</li> <li>ii) where work 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 three months</li> </ol> </li> <li>2. In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.</li> </ol>

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9.	GCC Clause 2.11.3	<p><b>GCC Clause 2.11.3 is revised as:</b></p> <p>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 under clause 2.7.2 of GCC i.e.</p> <p>"Breach of Contract, Remedies and Termination".</p>
10.	GCC Clause 2.19.1	<p><b>GCC Clause 2.19.1 is revised as:</b></p> <p>The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as</p>
<b>S. No</b>	<b>GCC Reference Clause</b>	<b>Modification / Revision / Addition in GCC Clause</b>
		'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.
11.	GCC Clause 2.24.1	<p><b>GCC Clause 2.24.1 is revised as:</b></p> <p>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 Twelve months 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, by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.</p>

Sl. No.: 02

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In addition to The EARNEST MONEY DEPOSIT (EMD) clause 1.9 and The SECURITY DEPOSIT (SD) clause 1.10 published in General Conditions of Contract (Volume I Book II) following is added for FDR

1. FDR should be Lien marked in favour of M/s BHEL.
2. Bank issuing FDR should agree to the following conditions and submit duly signed letter addressed to BHEL, confirming the following points:
  - a) There is no Lock in Period for Encashment of the Said FDR
  - b) The amount under the Said FDR would be paid to BHEL-PSSR on Demand, at any point of Time before, or upon Maturity, without any reference to the ..... (Contactor Name).
  - c) Encashment whether premature or otherwise would not require any clearance from any other authority /Person.
  - d) FDR will be auto renewed for such period/s initially mentioned in the FDR and the intimation of Such renewal shall be sent to BHEL, PSSR and ..... (Contractor), immediately after the renewal.
  - e) FDR will not be closed, Encashed, Changed or Discharged without the Written permission/Confirmation from M/s BHEL PSSR.
  - f) Bank to acknowledge and agree that the Lien created on the FDR shall be in Force until M/s BHEL PSSR, gives a Discharge Letter in this regard.

**SL. No.3**

Detailed Instruction for EMD / Security deposits through SBI e-collect:

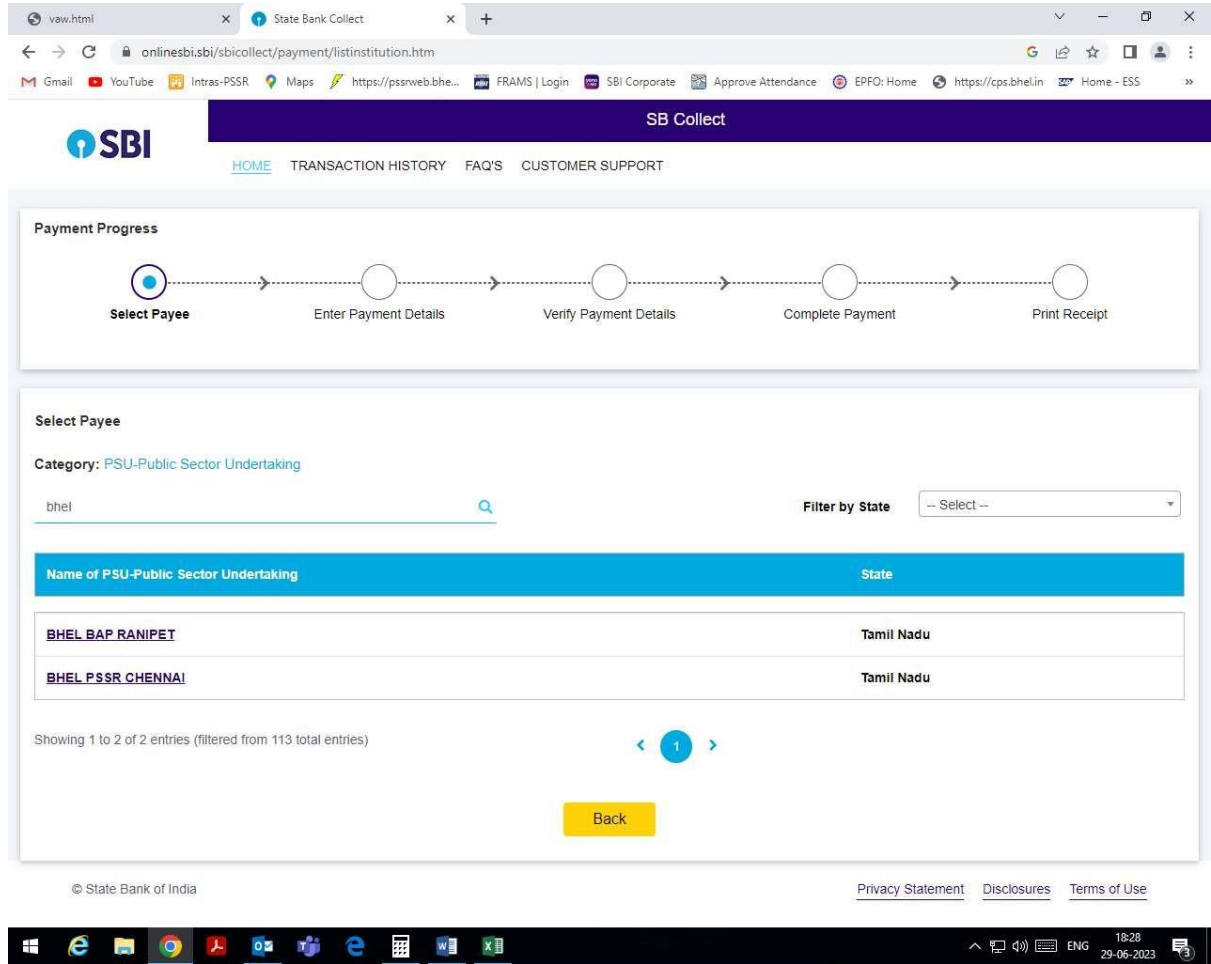
Step 1: Vendors may visit SBI collect website, the URL of which is <https://www.onlinesbi.sbi/sbicollect> where they get the home page with various categories of institutions.

Step 2: Select PSU - Public Sector Undertakings – leading to a page with list of PSUs Step 3: Type BHEL and search, they get to see all BHEL divisions wherein they shall select BHEL PSSR Chennai. The screen shot of the same is given below.



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Step 4: Select EMD receipts. Having selected the Payee in the Payment Progress, it will lead to the payment details – a drop down list of values. From that list, vendors shall select EMD receipts. Upon clicking the entry EMD receipts, a form will open asking for the remitters details and the details of the tender.

Step 5: Confirm details and pay

Fill in all the details correctly, verify the details, and complete the payment as it is leading to the payment gateway.

Step 6: Take a printout on completing the payment and enclose the copy of the same along with the bid submission. Store the copy of receipt for future reference.

**Sl. No 05**

GCC Clause 2.12 Overrun Compensation (ORC)- NOT APPLICABLE



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**Sl. No 6**

GCC Clause 2.17 – Price Variation Compensation (PVC) -NOT APPLICABLE

**Sl. No 7**

GCC Clause 1.9– EARNEST MONEY DEPOSIT - NOT APPLICABLE