TECHNICAL CONDITIONS OF CONTRACT (TCC)

CIVIL & ARCHITECTURE WORKS OF SWITCHYARD FOR STAGE-I AND STAGE-II EXCLUDING RMC AT 2X800 MW NTPC LARA STPP STAGE II, RAIGARH, CHHATTISGARH STATE, INDIA

BHARAT HEAVY ELECTRICALS LIMITED



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TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter - I: PROJECT INFORMATION

Sl. No.	Description	Details	
1	Project Title	2X800MW Lara Super Thermal Power Station, Stage-II	
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)	
3	Location	The project is located in Raigarh district of Chhattisgarh State. The project is located southeast of Raigarh town near village Lara, bounded by villages Lara, Chhapora & Lhakhang and on the western side of Odisha State boundary.	
4	Nearest Airport	The nearest commercial airport, Jarsuguda is about 90 kms from the project site.	
5	Access By Road/Major Cities	The project site is approachable from NH-200 (Raigarh–Sarangarh) via Kondatarai through State PWD Road	
6	Temperature	Mean of daily minimum temperature = 13.2°C Mean of daily maximum temperature = 41.8°C	
7	Seismic Zone	The project site lies in zone III as defined in IS: 1893.	
8	Wind Speed	Design wind speed is 39 m/sec as per IS: 875 Part III	

1.0	INSTRUCTIONS TO BIDDERS
1.1	The Bidder shall visit project site and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with site conditions, transportation routes, various distances, all the statutory, obligatory, mandatory requirements of various authorities and all information that may be necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter - I: PROJECT INFORMATION

1.2	Other contractors would be working in this area and their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors.					
1.3	The information given herein is for general guidance and shall not be contractually binding on BHEL/Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.					
1.4	The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the `Engineer' or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.					
1.5	No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.					
1.6	Bidders may fix up their site visit in consultation with below mentioned contact person:					
	Name: Sh. Abdul Munaf Sh. Mohd Shoaib Mansoori					
	Designation: Sr. DGM Manager					
	Location: PSWR Lara PSWR HQ, Nagpur					
	Email:	munaf@bhel.in	msmciv@bhel.in			
	Ph. No. 8884711993 9099073910					

2.0	Scope of Works:		
2.1	Civil and Architectural works of Switchyard of Stage-I and Stage-II - excluding Supply of Ready Mix Concrete (RMC), Supply of Cement & Reinforcement Steel (TMT) that shall be issued by BHEL free of cost as per BOQ Cum Rate Schedule. Before commencement of any major foundations, the bidders have to check with mechanical/electrical drawings jointly with concerned BHEL Engineers.		
2.2	The brief scope of work is as follows:		
	Civil and Architectural works for following major Buildings / Structures: 1. Switchyard tower foundation 2. Equipment foundation 3. Reactor Foundation 4. Control room building 5. Cable trench including culvert 6. Drains and Fencing with gates 7. Demolition of existing road and structures 8. Yard PCC and gravel spreading		
	9. Any other miscellaneous foundations / structure/ system etc. required to complete the scope of work.The scope of work shall excludes "Constructions of Geo-polymer Roads with related activities".		
2.3	BHEL at its discretion may include other area works limited to 15% of awarded contract value, which are not mentioned in above scope of works. Contractor shall execute such works as desired and as directed by BHEL Engineer. The item rates & contract conditions shall remain unchanged for such works.		
2.4	The work under this contract shall be carried out as per BOQ Cum Rate Schedule and in compliance of tender conditions including technical specifications and approved drawings/ documents.		
2.5	GENERAL		
2.5.1	Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract.		
2.5.2	The drawings enclosed with this tender are intended to give the tenderer a general idea of the type and extent of work involved. The drawings are as such only indicative and not to be considered as the exact construction drawings.		

2.5.3	Further this is to be noted that the drawings and the documents furnished along with this specification are the sole property of BHEL. It must not be used directly or indirectly in any way detrimental to the interest of the company.		
2.5.4	Furnishing all labor, materials, supervision, construction plans, equipment, supplies, transport, to and fro the site, fuel, electricity, compressed air, water, transit and storage insurance and all other incidental items and temporary works not shown on specified but reasonably implied or necessary for the proper completion, maintenance and handing over the works in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works.		
2.5.5	Manpower hired/deployed by contractor for this project shall be monitored through online project monitoring system. All Personnel entering in to NTPC site premises for carrying out any work shall be tracked. Tracking devices shall be provided by BHEL on chargeable basis to contractor. BHEL will provide tags free of cost at first instance. In case of damage or missing of issued worker tag, Rs. 1000/- per tag will be charged for issuing new worker tag.		
2.5.6	VOID		
2.5.7	All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts.		
2.5.8	Drawings showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner as far as possible.		
2.5.9	All necessary arrangement for safety like Hard Barricading around deep structures of Under Ground Track Hopper, Tunnel & TP's with scaffolding pipes and providing of safety net on the slope of excavated area is in bidder's scope.		
2.5.10	The Customer may depute their representative for checking and supervision of important stages of work. The contractor shall be required to provide all facilities for inspection of works at no extra cost to BHEL. Any defect in quality of work or deviations from drawings / specifications pointed out during such inspection shall be made good by the contractor in the same way as if pointed out by the BHEL Engineer, without any cost implication to BHEL.		
2.5.11	Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.		
2.5.12	Carrying out topographic survey of the entire and establish levels and coordinates at suitable intervals from existing grid levels and coordinates furnished by the owner established bench marks, setting out the locations and levels of proposed structures, constructions and marking of reference pillars and other identification works etc., The contractor shall provide the owner/BHEL such a assistance, instruments, machines, labour and materials as are normally required for		

	examining, measuring and testing any work and the quality, weight or quantity of		
	any material used.		
2.5.13	Arranging for joint checking (with BHEL / BHEL's Customer / Consultant) of all site construction activities Preparation of joint protocols for each & every activity and maintaining quality records for audit/inspection as per approved FQP by BHEL.		
2.5.14	Medical/First aid center/medicine purchased for emergency/Doctor purpose along with ambulance services with fuel and operator (round the clock) shall be arranged by BHEL for handling medical emergencies. Cost against these facilities shall be distributed / shared among the vendors working in Lara Project site proportionately based on contract value.		
2.5.15	The complete works shall be carried out as per BOQ cum Rate schedule. If any work covered in the scope of contract cannot be executed using items available in BOQ, additional / extra items shall be made and rates for such items shall be worked out as per GCC clause 2.15.7. However, contractor shall be bound to execute all the works under the scope of the contract and decision whether an extra item is applicable or not, shall be taken by BHEL Engineer which will be binding on the contractor.		
2.5.16	Any activity which is necessarily required for satisfactory execution of any item of BOQ in line with technical specifications shall be deemed to be included in BOQ item even if it is not described in the item description and no extra payment shall be made against such activity.		
2.6	Tentative Technical Staff Requirement:		
2.6.1	• Project Manager – 01 Head with 15 Years' experience in Industrial Foundation, Building & Power Plant Civil & Architectural Works etc.		
	• Asst. Project Managers – 01 Heads with 12 Years' experience in Industrial Foundation, Building & Power Plant Civil & Architectural Works		
	Experienced Civil Engineers – 03 heads		
	Experienced Foreman / Supervisors – 06 heads		
	Planning & Billing Engineers – 01 head		
	• Stores, Gate Pass – 01 head		
	Accounts & Administration – 01 head		
	Quality Control Engineer – 02 head		
	Safety Engineer – As per HSE Plan		
	Surveyor – 1 head capable to handle total station		
	Operator, Licensed Electrician, Mechanic - As per requirement		
	Experienced Carpenters & Helpers – lot for similar nature of work		

	Experienced Bar Benders & Helpers – lot for similar nature of work		
	Security Guards (Round The Clock) – As per requirement.		
	Note: Above manpower requirement is tentative only. Contractor shall augment manpower to meet the project schedule/ milestones. Deployment of manpower shall be progressive to meet the project schedule.		
2.6.2	Deputation of above man-power shall be jointly decided at site in line with construction Schedule.		
2.6.3	Engineer/ supervisor for other functions like store & purchase, material management, planning, finance, administration etc. are to be provided as per site requirement and not considered in above list.		
2.6.4	BHEL reserves the right to reject or approve the list of personnel proposed by the contractor. The persons whose bio-data have been approved by BHEL will have to be posted at site and deviation in this regard will not be permitted unless specific & reasonable justification is made.		
2.6.5	In addition to above, a well experienced qualified engineer to be designated, as 'Project Co-coordinator', shall be deployed by the contractor. Such engineer shall have adequate exposure on the job and shall remain fully involved in all planning activities, guidance etc. to contractor's own team during the complete execution period of contract.		
2.7	Supervisors / Engineer and Computer for exclusive use of BHEL:		
2.7.1	VOID		
2.7.2			
4.7.4	VOID		

	A4 and A3 size printing with power backup at places, as per instruction of BHEL.		
2.7.4	These laptops/ printers shall remain contractor's property/ownership for all legal/technical purposes. However, contractor will be allowed to take out the same after completion of the site works. The computer/printer shall remain at BHEL offices during the contract period/ extended period (if any).		
2.7.5	This facility has to be provided as directed by BHEL till completion of site works or as decided by BHEL. If contractor fails to provide computer/ printer as per requirement, for a continuous period of fifteen days or more, BHEL shall have the right to purchase it on behalf of contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads.		
2.8	Field Quality Assurance:		
2.8.1	The contractor shall be responsible for day-to-day quality checks for civil, structural and architectural works including concrete and other building materials in line with approved Field Quality Plan (FQP) and Manufacturing Quality Plan (MQP) during the progress of work. All quality records and log sheets shall be maintained as per the requirement of BHEL/CUSTOMER and as per FQP/MQP approved by BHEL/CUSTOMER.		
2.8.2	Setting Up of Laboratory Works: The contractor shall set up laboratory in the close vicinity of the work site as per required field QA & QC laboratory set up and as the directions of engineer-in-charge. The laboratory shall be equipped with latest testing equipment in sufficient number to carry out all the tests as required under a contract. The contractor should ensure that the equipment is available well in advance of starting of the work to avoid stoppage of work on this account. All the tests shall be carried out by the contractor in the presence of the Engineer's representative and a joint record of all observations and results thereof shall be maintained, and available with the Engineer. Bidder shall tie up only with BHEL / Customer approved third party Lab for advance testing which are not feasible at site laboratory set-up.		
	The laboratory set-up should consist of one AC lab (Approx. size 4.5mtr x 6mtr) for temperature and humidity control as required during testing of cement and other materials and one non AC lab (Approx. Size 4.5 mtrx4.5 mtr.) in the field to carry out all relevant tests. Laboratory equipment as per requirement and as per NTPC specification to be arranged by the contractor within quoted rate for conducting day to day tests. The contractor may tie up with approved/registered inspection agencies for setting up test lab at site as described above.		
2.8.3	Minimum Testing Facilities to be arranged by contractor at site are as under: 1. Soil Works: 1a. Facilities for HDD 1b. Field Compaction Test (Core Cutter / Sand Replacement Method).		

	1c. Atterberg Limit Test of Soil. 1d. Grain Size Distribution Test.				
	2. Road Works:				
	2a. Facilities for mechanical strength of aggregates. 2a(i). Impact and Abrasion Value. 2a(ii). Crushing Value. 2a(iii). Water Absorption				
	3. Concreting Works:				
	3a. Facilities for sieve Analysis for both fine and coarse aggregates.3b. Facilities for workability test of concrete by Slump cone / BV.3c. Facilities for Cube Strength.				
2.8.4	VOID				
2.8.5	VOID				
2.8.6	VOID				
2.8.7	VOID				
2.8.8	VOID				
2.9	HEIRARCHY:				
2.9.1	In case of any conflict/deviations amongst various documents, the order of precedence shall be as follows:				
	1. Items Description in BOQ Cum Rate Schedule				
	2. Technical Conditions of Contract (TCC)				
	3. Technical Specifications for Customer LARA (Section-C)				
	4. IS Standard				
	5. BHEL's Standard Specification (Section-D)				

Sl. No	Description	Se	cope	Downsiles	
SI. NU	PART I	BHEL	Bidder	Remarks	
3.1	Establishment:				
3.1.1	For Construction Purpose:				
a	Open space for office (as per availability within project premises)	Yes		Location will be finalized after joint survey with owner.	
b	Open space for storage (as per availability within project premises)	Yes		Location will be finalized after joint survey with owner.	
С	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes		
d	Bidder's all office equipment, office / store / canteen consumables		Yes		
e	Canteen facilities for the bidder's staff, supervisors and engineers etc.		Yes		
f	Firefighting equipment like buckets, extinguishers etc.		Yes		
g	Fencing of storage area, office, canteen etc of the bidder		Yes		
3.1.2	For living purpose of the bidder:				
a	Open space for labour colony		Yes	Contractor has to make his own arrangements for shelter and transportation of labours as per requirement.	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	Construction Plan shall be approved by BHEL	
3.2	Electricity:				
3.2.1	Electricity for construction purposes (for Site/Project works only) 3 Phase 415/440 V (Chargeable) within project premises				

Cl No	Description	S	Scope	
Sl. No	PART I	BHEL	Bidder	Remarks
a	Single point source (Chargeable)	Yes	For 1st Five Months from start of work with DG Set.	Chargeable at prevailing tariff on project site at one point near the site at a distance of approx. 500 meter.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
С	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for office, stores, canteen etc. of the bidder (Chargeable) within project premises			
a	Single point source (Chargeable)	Yes	For 1st Five Months from start of work with DG Set.	Chargeable at prevailing tariff on project site at one point near the site at a distance of approx. 500 meter.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
С	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors, labour Hutment etc.			Contractor has to make his own arrangements
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
С	Payment/Duties and deposits including statutory clearances if applicable		Yes	
3.3	Water Supply:			

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Sl. No	Description	Scope		
SI. NO	PART I	BHEL	Bidder	Remarks
3.3.1	For construction purposes:			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	Water supply for bidder's office, stores, canteen etc			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	Water supply for Living Purpose			Contractor has to make his own arrangement
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4	Lighting			
	For construction work (supply of all the necessary materials)			
a	 At office/storage area At the preassembly area At the construction site /area 		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
С	Providing the necessary consumables like bulbs, switches, etc. during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5	Communication facilities for site operations of the bidder			

Sl. No	Description	S	cope	Remarks
SI. NU	PART I	BHEL	Bidder	
a	Téléphone, fax, internet, intranet, e-mail etc.		Yes	
3.6	Compressed air wherever required for the work		Yes	
3.7	Demobilization of all the above facilities		Yes	
3.8	Transportation			
a	For site personnel of the bidder		Yes	
b	For bidder's equipment and consumables (T&P, Consumables etc.)		Yes	
3.9	Erection Facilities			
3.9.1	Engineering works for construction:			Not Applicable
a	Providing the erection/constructions drawings for all the equipment covered under this scope	Yes		
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
С	As-built drawings where ever deviations observed and executed and also based on the decisions taken at site		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Shipping lists etc. for reference and planning the activities			Not Applicable
e	Preparation of site erection schedules and other input requirements asper Form-14.	Yes	Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl. No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl. No. g		Yes	In consultation with BHEL

Sl. No	Description	Scope		_
	PART I	BHEL	Bidder	Remarks
i	Periodic visit of the senior official of the bidder to site to review the progress so that works is completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay		Yes	
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor /bidder himself		Yes	

3.10	Land/Open Space:	
3.10.1	Availability of land within plant boundary is very limited and the contractor has to plan and use the existing land considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. BHEL shall provide free of charge limited open space for office, storage shed and laydown area as and where made available by Customer. It is the responsibility of the contractor to construct sheds, fabrication yard, establish batching pant, provide all utilities and dismantle and clear the site after completion of work or as and when required, as a part of his scope of work.	
3.11	Labour and Staff Colony:	
	Following are in the Bidder's scope of work for labour & staff colony:	
3.11.1	Labour colony is to be developed by bidder for all the labourers required to be deployed for the works. All labour colony set-up is to be developed as per attached drawing and in compliance of statutory requirements.	
	Contractor shall construct/arrange Labour Hutment as per minimum specifications mentioned in the attached drawing, for which no separate payment shall be made by BHEL.	
	Ownership of the labour hutment shall be of the contractor and contractor shall keep BHEL indemnified from any statutory obligations / legal compliances w.r.t. labour hutment establishment during as well as after the completion of contract.	
3.11.2	In case labour hutment is not completed as per the drawings and specification and any penalty is imposed by Customer, same shall be recovered from contract's RA Bill.	
	Rectification and Corrections in labour hutment as pointed out by BHEL/Customer shall be bidder's responsibility and any cost incurred by BHEL to complete the works, in case of non-compliance of the instructions, same shall be recovered from his RA Bills along with 5% overheads.	

3.13	Construction Power:	
	vi. Royalty challan and statutory documents shall be submitted along with RA Bills for processing of Bills.	
	v. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements.	
	iv. Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement.	
	iii. Drinking water facility.	
	ii. Canteen facility creation.	
	i. Labour rest sheds near work spot.	
	Following are the minimum amenities to be provided by the bidder within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work:	
3.12	Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations.	
3.11.7	Development and maintenance of above facilities for construction workers deployed by the Contractor shall solely rest with the Contractor.	
3.11.6	Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.	
3.11.5	All Civil and Structural work associated with drinking and service water for Bidder's labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc.	
3.11.4	Development of Bidder's temporary staff colony and labour colony having adequate no. of rest rooms along with toilets & fencing etc. (drawing enclosed for ready reference).	
3.11.3	Land for labor colony shall be arranged by Contractor at their own cost as per availability outside project area within 5Km, Necessary levelling/dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price.	

3.13.1	Construction power (three phase, 415 V/ 440 V) will be provided on chargeable basis at one point near the site at a distance of approx. 500M. Further, distribution shall be arranged by the contractor at his own cost and services. If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor shall be responsible for fulfilment of all requirements including statutory requirements in this regard.
	The charges for the actual energy consumed by the bidder (Energy Charges Only) shall be recovered by the BHEL based on prevalent rate of DISCOM and type of connection used.
3.13.2	Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act.
	Contractor shall provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized/ accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor.
	Contractor is advised to maintain the calibrated energy measuring instruments and use their system as efficiently as possible to maintain the HT side input energy meter reading and LT side outgoing energy meter reading to sub-contractors as equal. Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc. towards the clearance of such installations, prior to use.
3.13.3	Sufficient power factor compensation equipment like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.
3.13.4	Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
3.13.5	It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
3.13.6	While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labour, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.

3.13.7	Contractor to note that till construction power is made available by BHEL (approx. within 5 months from start of work); contractor shall make his own arrangement like DG set etc. The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for construction and office maintenance etc.	
3.13.8	Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc. to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes that are underway at the time of power failure or important activities planned in immediate future.	
3.13.9	BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.	
3.13.10	The bidder will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.	
3.13.11	Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.	
3.14	Construction water:	
3.14.1	Construction water shall be arranged by bidder. Bidder has to make arrangement of further distribution of water at his own cost. No extra payment shall be made under this account.	
3.14.2	The Contractor should make arrangements for storage of sufficient quantity of water required for work. The agency should also construct sumps (if required) of suitable size for storage of construction water as per their requirement for use in batching plant and construction purposes.	
3.14.3	Contractor to satisfy himself that the water drawn by him is fit for construction / consumption and adequately treat such water at his cost when it is not found fit for the said purposes.	

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR

4.0 Tools and Plants:

Nos. of T&Ps to be deployed at site shall be decided w.r.t. monthly plan and review format (F-14) based on site requirement. Below given Nos. are tentative for planning purposes by the bidder.

4.1	For Civil Works	
4.1.1	Hydraulic Excavator /Poclain	01 No.
4.1.2	Dumper	03 No.
4.1.3	Dozer	As per requirement
4.1.4	Trailer (20MT Capacity)	As per requirement
4.1.5	Concrete Transit Mixer	02 Nos.
4.1.6	Concrete Boom placer min. 35m long of required Capacity	As per requirement
4.1.7	Concrete Pump (60 Cum/Hr min capacity)	01 No.
4.1.8	Concrete Mixture Machine	As per requirement
4.1.9	Vibrators (electrical/diesel)	As per requirement
4.1.10	Reinforcement bending machine	As per requirement.
4.1.11	Reinforcement cutting machine	As per requirement.
4.1.12	JCB	01 No.
4.1.13	Farana crane (Required Capacity) *Note- Hydra is not allowed at project site	As per requirement
4.1.14	Self-priming Dewatering pump of various capacity (Diesel/Electric) From 2 HP to 15 HP	02 Nos.
4.1.15	Curing / dewatering pump – 1.5 / 2 HP	05 Nos.
4.1.16	De-watering pump (diesel operated) – 20 HP & 30 HP	01 No.
4.1.17	Hydraulic Excavator /Poclain with rock breaker arrangement	As per Requirement
4.1.18	Pneumatic rock breaker with jack hammer	As per Requirement

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR

4.1.19	Ply Shuttering board with adequate supporting structure – (Old steel shuttering plates will not be allowed).	As per requirement
4.1.20	MS Scaffolding Pipes.	As per requirement
4.1.21	Motorized External Platform (Sky Climber)	As per requirement
4.1.22	Tractor mounted grader/loader	As per requirement
4.1.23	Plate compactor	As per requirement.
4.1.24	Earth Compactor- 3MT Capacity	As per requirement.
4.1.25	Total Station	01 No.
4.1.26	Auto level & staff	02 Nos.
4.1.27	Road roller/Vibro roller	01 No.
4.1.28	Water Tanker with sprinkler attachment	01 No.
4.1.29	Man lift crane of Minimum 20m reach	As per requirement
4.1.30	DG Set of 125 KVA Capacity	01 No.
4.1.31	Electrical Winches with Building Hoist	As per Requirement
4.1.32	Construction Cable and Water Pipe Line	As per Requirement

4.3	Measuring and Monitoring Equipment (MMEs): To be finalized as per site requirement.
4.4	T&Ps shown in the above mentioned list is suggestive requirement. However, mobilization schedule as mutually agreed at site for major T&Ps, have to be adhered to. Numbers/time of requirement will be reviewed from time to time at site and contractor will provide required T&Ps/equipment to ensure completion of entire work within schedule/target date of completion without any additional financial implication to BHEL. Contractor will give advance intimation & certification regarding capacity etc. prior to dispatch of heavy equipment. Also on completion of the respective activity, demobilization of T&Ps in total or in part can be done with the due approval of Engineer-In-Charge. Retaining of the T&Ps during the contract period will be mutually agreed in line with construction requirement.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – IV: T&PS AND MMES TO BE DEPLOYED BY CONTRACTOR

4.5	The contractor shall arrange crane operator, diesel, petrol and other consumables including electrical / water / air connections required for the tools and plants, equipment etc. Preventive and routine maintenance of T & P are also to be arranged by the contractor at his cost without any delay. Required number of experienced mechanics and helpers for routine maintenance of the above T&Ps shall be provided by the contractor within his quoted rate.
4.6	Heavy equipment will be tracked with real-time position location for fleet management. Deployment vs planned reports shall be generated. Equipment condition monitoring data like service meter reading, operation maps, loading, fuel levels, operating information, idle time etc. shall be captured. This data shall be captured through integrated online project monitoring system. All T&Ps and Equipment deployed by contractor will also be covered/ monitored through this system. Accordingly, minimum 5 signals per equipment should be made available to provide the input to integrated online project monitoring system. Necessary software/ hardware for aforesaid system shall be provided by BHEL.
4.7	Other terms and conditions regarding T&Ps to be deployed by Contractor, shall be as per clause No. 4.2 of SCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – V: T&PS AND MMES TO BE PROVIDED BY BHEL

5.0 LIST OF T&P TO BE PROVIDED BY BHEL FREE OF HIRE CHARGES ON SHARING BASIS:

BHEL shall not provide any T&Ps for this scope of work.

All T&Ps required for handling of items / materials to be arranged by bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – VI: TIME SCHEDULE

6	Time Schedule and Mobilization:		
6.1	Initial Mobilization and Time Schedule:		
	After issue of LOI (though Fax/courier/email) the contractor shall report to the Construction Manager/Site In-Charge of BHEL at site within seven (07) days from date of LOI and submit detailed mobilization plan to start work within 15 days from date of LOI; unless instructed by BHEL to differ start of work in writing.		
	The contractor has to subsequently augment his resources in such a manner that the entire works are completed within the contract period of Fourteen (14) Months from the date of start of work in a manner required by BHEL to match with the project schedule.		
	Date of Start of work shall be considered as 15 days after date of LOI or as instructed by BHEL in writing.		
6.2	Schedule of Completion:		
	The entire work under the scope of this contract shall be carried out in such a manner that the following listed major milestones are achieved as per completion schedule given against each activity & released for erection by other agency.		
	Activity	Schedule of completion from date of start of work	
6.2.1	Equipment Foundations of Priority Bays	6 th Months	
6.2.2	Balance Equipment Foundations	9 th Months	
6.2.3	Tower Foundations of Priority Bays	8 th Months	
6.2.4	Balance Tower Foundations	10 th Months	
6.2.5	Control Room Building	11 th Months	
6.2.6	Reactor Foundation	12 th Months	
6.2.7	Fencing with Gates	12 th Months	
6.2.8	Yard PCC and Gravel Spreading	13 th Months	
6.2.9	Reconciliation of materials and handing over the entire facility / structure	14 th Months	
6.3	The above schedule is only tentative. The above schedule shall be advanced, if there are requirements to advance the project schedule and the civil works in the scope of		

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – VI: TIME SCHEDULE

	the contractor is to be advanced to meet the project required whatsoever shall be paid on this account.	uirement. No extra payment
6.4	In order to meet the above schedule in general, and any set, to meet customer/ project schedule requirements augment all necessary resources from time to time of Engineer.	, Contractor shall arrange &
6.5	Intermediate milestones:	
6.5.1	Two Major Intermediate Milestones are identified as M1 and M2 above.	
Milestones	Activity	Schedule of completion from start of work
M1	Tower Foundations of Priority Bays	8 th Months
M2	Control Room Building	11 th Months
6.6	Provision of Penalty in case of slippage of Intermediate Milestones: In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 above, delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.	
6.6.1	In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones.	
6.6.2	In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of executable contract value, limited to maximum 2% of executable contract value, will be withheld.	
6.6.3	In case delay in achieving M2 Milestone is solely attribu per week of executable contract value, limited to n contract value, will be withheld.	
6.6.4	Amount already withheld, if any against slippage of M1 only if there is no delay attributable to contractor in act	
6.6.5	Amount required to be withheld on account of slippage milestone(s) shall be withheld out of respective mileston RA Bill) and balance amount (if any) shall be withheld @subsequent RA bills.	one payment (corresponding
6.6.6	Final deduction towards LD (if applicable), on account contractor shall be based on final delay analysis on com-	=

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – VI: TIME SCHEDULE

	Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.	
6.6.7	In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.	
6.7	Common activities shall be completed in Phase wise manner/ Instruction of Engineer within the Contractual time.	
6.8	Above milestone dates has to be completed in parallel.	
6.9	Bidders are requested to submit Resource deployment plan Area wise with detail program in line with above schedule in the form of Bar Chart/ MS project planer along with their offer.	
	COMPLETION OF WORK AND COMMENCEMENT OF GUARANTEE PERIOD	
6.10	COMPLETION OF WORK AND COMMENCEMENT OF GUARANTEE PERIOD	
6.10	COMPLETION OF WORK AND COMMENCEMENT OF GUARANTEE PERIOD The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labor hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the Engineer at the Contractor's expenses.	
	The works shall be completed to the entire satisfaction of the Engineer and in accordance with the completion schedule as specified in the Contract, and all unused stores and materials, tools, plant, equipment, temporary buildings, site office, labor hutments and other things shall be removed and the site and work cleared of rubbish and all waste materials and delivered up clean and tidy to the satisfaction of the	

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – VII: TERMS OF PAYMENT

7.0	Terms of Payment:
7.1	Progressive Payment/ Final Payment: The payments for works under the scope of this contract shall be as per clause no 2.6; 2.22; 2.23 of General Conditions of Contract and Volume-IB, Chapter-X of SCC.
7.1.1	 Documents required for RA Bill: GST Complied Invoice of the work done as per approved BBU. WAM -6 for RA Bill. Jointly signed Measurement sheet. Power of Attorney before submission of Bill. Validity of Bank Guarantees as applicable under the contract.
	 HR/IR compliance documents: Wages payment sheet as per applicable minimum wages. Proof of PF contribution submission. Proof of ESI/ WC contribution submission Proof of Bonus payment as per Bonus Act if applicable. Proof of EL payment if applicable. Any other statutory document if applicable.
7.1.2	Documents required for Final Bill: The final bill is drawn as soon as the entire work is completed. From the final amount due, all amounts already claimed up to the previous running account bill will be deducted. It should be ensured that in the final bill the following additional particulars have been provided: • Final Bill in WAM-7 Format. • 'No claim' certificate from the contractor. • Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc. • Final Material re-conciliation statement duly approved by BHEL. • Indemnity Bond as per prescribed format. • Deviation statement showing the difference between the actuals and as per the contract. • Final Delay Analysis.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – VII: TERMS OF PAYMENT

7.2 SECURED RECOVERABLE ADVANCES:

Interest Free Secured Mobilization Advance as per GCC Clause No. 2.13.1 will be payable under exceptional circumstances on certification of BHEL Construction Manager at Site. Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization as specified hereunder:

- 1. For Mobilization of Excavator & Dumper, Transit Mixers, Boom Placer/Concrete Pump, Construction Materials (Sand, Aggregate, Admixture etc.) 2.0%
- 2. For Mobilization of required T&Ps and resources at site to start the work 1.5%
- 3. For Installation and Erection of Site Infrastructure by contractor i.e. site office stores etc. 1.5%

Note:

- 1. BHEL Site-CM shall be the deciding authority for assessing the admissibility of advance payment to contractor.
- 2. In case contractor do not fulfil the agreed conditions of payment of 1st mobilization advance, BHEL Construction Manager will have the authority to not allow the 2nd mobilization advance to contractor.

8.0	TAXES & DUTIES
8.1	The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
	However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
8.2	GST (Goods and Services Tax)
8.2.1	GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
8.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
8.2.3	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
8.2.4	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
8.2.5	Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
8.2.6	Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
8.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

8.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -	
	a. Supply of goods and/or services have been received by BHEL.	
	b. Original Tax Invoice has been submitted to BHEL.	
	c. Contractor/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.	
	d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.	
	e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.	
	f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.	
	g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.	
8.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.	
8.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.	
8.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.	
8.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.	
8.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.	

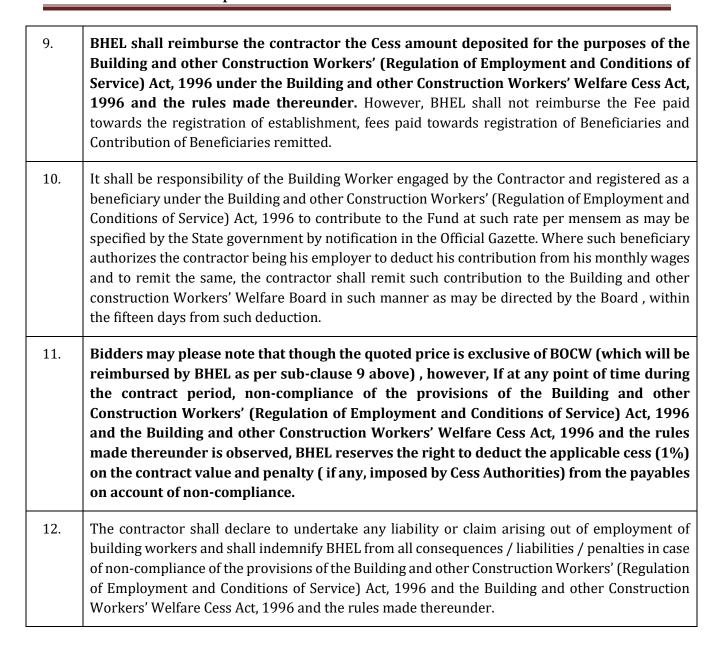
8.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
8.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
8.2.16	Variation in Taxes & Duties:
	Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.
	In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.
	In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
8.3	Income Tax:
	TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

8.4 BOCW Act & Cess Act

8.4.1 BOCW Cess is not to be borne by contractor. Refer Annexure-I for BOCW Act & Cess Act.

	Annexure-I:	
Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:		
1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.	
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other	

	Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8.	It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics:
	 i) Number of Building Workers employed during preceding one month. ii) Number of Building workers registered as Beneficiary during preceding one month. iii) Disbursement of Wages made to the Building Workers for preceding wage month. iv) Remittance of Contribution of Beneficiaries made during the preceding month



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: MATERIALS

9.0	MATERIAL	
9.1	Material to be issued by BHEL (Free of Cost) as per BOQ cum Rate Schedule: 1. Ready Mix Concrete (RMC) 2. Cement 3. Reinforcement Steel and MS Round Bar (Earthing Rod)	
9.2	All other materials required for proper completion of job shall be provided by the contractor and is deemed to be inclusive in the quoted price. Bidder's scope also includes following:	
9.2.1	Furnishing samples of all materials required by the BHEL Engineer for testing/inspection and approval for use in the works. The samples may be retained by the Engineer for final incorporation in the works.	
9.2.2	Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.	
9.2.3	Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.	
9.2.4	Contractor shall set up suitable storage facilities for Cement, sand, deck plate, bolts, aggregate, reinforcement steel, structural steel, handrail, grating, foundation bolts, shuttering item, inserts, water proofing material, admixture other BOI's etc. and all are stored properly as per IS recommendation/technical specifications/manufacturer recommendation. Wastage due to lapse of storing will be because of contractor.	
9.3	HANDLING OF MATERIAL ISSUED BY BHEL:	
	Refer Chapter-VI "Material Handling, Storage & Preservation" of SCC	
9.3.1	Cement and Reinforcement Steel (wherever specified as free issue by BHEL) required for the tender scope shall be procured by BHEL and issued to contractor free of cost (As FOC Item). However, unloading, handling / storage of Cement and Reinforcement steel procured by BHEL for this tender scope at site, Contractor's Stores, issuance of materials from BHEL Stores and further transportation from Stores to work area (including loading and unloading) will be in the scope of contractor. No Extra payment shall be made for this work.	
9.3.2	The contractor shall take care of material issued by BHEL and shall protect the same from damage and weathering. Contractor shall construct waterproof cement store (capacity minimum 300 MT/ 6000 Bags) for storing and stacking of cement issued by BHEL free of cost.	
9.3.3	The theoretical weight of each bag of cement for issued purposes will be considered as 50kg, the contractor shall be accountable for the cement issued to the contractor	

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-IX: MATERIALS

	on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.
9.3.4	The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.
9.3.5	The contractor shall satisfy himself of the quality and quantity of supplied cement at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.
9.3.6	Contractor will be responsible for sampling and testing of cement as per Indian Standard / Specification / approved quality plan in the testing laboratory established by the contractor.
9.3.7	Contractor will be responsible for unloading the cement as soon as the arrival of cement in the weather proof cement storage sheds/ Silo's having dense impervious bituminous or concrete floors which shall be kept swept clean at all times. The storage arrangements shall be fully completed and approved by the owner before any cement is delivered to site. The construction of cement storage sheds as per the requirement of BHEL, unloading of cement bags, stacking properly in the storage sheds, removal of the sheds after the completion of the work are in the scope of bidder. Though the cement is unloaded directly at the contractor storage shed, it will be deemed to be considered that the cement was issued from BHEL stores. Necessary documents are to be submitted by the contractor to the BHEL stores for having received cement.
9.3.8	The contractor shall in no case be entitled for any compensation on account of any delay in supply or non-supply thereof for all or any such materials. However, in case of non-availability of any specific material / section(s) which delays the completion of work, such cases shall be recorded separately in monthly planning format (F14) and shall be considered for time extension of contract.
9.3.9	Contractor will have to make his own arrangement at his own cost for procurement of any other materials except as mentioned above, as required for the works and of such quality as acceptable to BHEL.
9.3.10	Contractor shall also carryout in complete association with BHEL, the material management functions and execution like day-to-day update of materials, issued to contractor, accounting for surplus/scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software. Contractor shall engage experienced software personnel to associate on dedicated basis for efficient discharge of the same in time.
9.3.11	The contractor shall solely be responsible for the safety & security of material after it is handed over and issued to contractor by the BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: MATERIALS

BHEL reserves the right to recover from the contractor any loss of material issued by BHEL arising out of damage/ theft or any other causes during verification/stacking or at any time under the custody of the contractor.
BHEL issued materials, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.
"BHEL/BHEL's agency for providing RMC" shall carry out design mix as per IS 456/10262 latest revision and specification, using the OPC and/or OPC with Fly Ash and/or PPC (as the case may be) and get the design mix proportions approved by BHEL's Customer/Consultant. The design mix proportion shall be used for concreting at this project.
Before commencement of work, Contractor has to satisfy/ensure the above design mix proportion through conducting trial mix. Contractor shall not be absolved from the responsibility of quality of concrete works as per relevant specification, standard and to ensure satisfactory performance as per terms and conditions of contract. Any issue raised regarding design mix after successful completion of trial mix shall not be entertained and contractor shall not be entitled for any cost or damages.
Issue of Ready Mix Concrete and Cement:
Ready Mix Concrete (Design Mix/Nominal Mix) of required grade shall be issued by BHEL at Batching Plant of BHEL's RMC / Other Agency as per relevant BOQ Items. Transportation of Concrete through Transit Mixer from the Batching Plant to Pouring Point & Concrete Pouring through Concrete Pump/ Suitable Boom Placer or other means as per site requirement shall be in the scope of contractor.
Cement as received from the manufacturer/ stockiest will be issued free of cost to the contractor. The theoretical weight of each bag of cement for issued purposes will be considered as 50 kg, the contractor shall be accountable for the cement issued to the contractor on this notional weight only. No claim whatsoever will be entertained because of difference between theoretical and actual weight of the bags of cement.
In case cement is issued through bulkers being supplied from manufacturer/stockiest; the same shall be emptied in cement silos of batching plant and necessary assistance shall be provided by contractor.
In case BHEL supplies cement through Bulker, Bidder has to store cement in Silos of Suitable capacities as decided by Engineer in charge. Silos Capacities shall be finalized mutually.
The empty cement bags duly accounted for against issue shall be the contractor's property and the same shall be disposed as per statutory regulation prevailing in the project.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-IX: MATERIALS

9.4.6	No cement will be issued on free basis for bought out item like Hume pipe, Interlocking Paver block, Fly ash brick etc. However, cement for mortar for fixing of these items if required will be issued on free basis.	
9.4.7	One month shall be the limit for the maximum quantity of BHEL issued cement that would be with the contractor at any point of time when work is in progress (excluding what has already been incorporated in the works).	
9.5	Issue of Reinforcement Steel and MS Round Bar (Earthing Rod):	
	Refer Chapter-VI "Material Handling, Storage & Preservation" of SCC	
9.6	Return of Cement, Reinforcement Steel and MS Round Bar (Earthing Rod): Refer Chapter-VI "Material Handling, Storage & Preservation" of SCC	
9.7	Return of Ready Mix Concrete:	
	Under no circumstances, Ready Mix Concrete will be taken back. Contractor has to plan accordingly for proper use of Ready Mix Concrete.	
9.8	Consumption and Wastage of Cement, Reinforcement Steel and MS Round Bar (Earthing Rod):	
	Refer Chapter-VI "Material Handling, Storage & Preservation" of SCC	
9.9	Consumption and Wastage of Ready Mix Concrete:	
9.9.1	Ready Mix Concrete (RMC) Consumption: The theoretical consumption of various grade of based on approved construction drawing shall be considered. Quantity shall be calculated considering the volume of concrete as per approved drawing. No extra cost shall be payable to you for any deviation in quantity of Ready Mix Concrete received from the Batching Plant and actual use at site. Requirement of RMC shall be provided at least one week in advance. Weekly concreate plan shall be provided to BHEL on regular basis	
9.9.2	Ready Mix Concrete (RMC) Wastage:	
	a) Allowable wastage: One and half percent (+1.5%) of theoretical consumption of cement unless specified otherwise in the technical specification.	
	b) For RMC issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recovery for such material shall be affected at penal rates.	
	Sl. No. RMC consumption Basis of issue & penal recovery	
	1 Theoretical consumption (without Free considering any wastage or loss).	

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-IX: MATERIALS

		Free			
			3	Actual consumption beyond one and half percent (+1.5%) of Sl. No. (1) above.	Penal Rate
9.10	Rec	overy	of Mat	erials (Penal Rates):	
	l l	_		ls the specified limit, the recovery of excess w Bills as per following penal rates (excluding G	_
9.10.1	Sl	. No.		Materials	Penal Rate (Rs.)
		1	Cemer	at (PPC)	5,000/- per MT
		2	Cemer	at (OPC)	7,000/- per MT
		3	Reinfo	rcement Steel / Earthing Rod	65,000/- per MT
		4		M7.5 (1 part cement, 4 part sand, 8 parts of gate by volume)	4,500/- per MT
		5		M10 (1 part cement, 3 part sand, 6 parts of gate by volume)	5,000/- per MT
		6		M15 ((1 part cement, 2 part sand, 4 parts of gate by volume)	5,500/- per MT
		7	RMC -	M20	6,000/- per MT
		8	RMC -	M25	6,500/- per MT
		9	RMC -	M30	7,000/- per MT
		10	RMC -	M35	7,500/- per MT
9.10.2				e 1.05 times the actual cost to BHEL or Rate nichever is higher, shall be imposed.	mentioned in Table

VOL-I-A- TECHNICAL CONDITIONS OF CONTRACT TENDER NO.: BHEL/CPC/LRA/ SWITCHYARD/25/007

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-X: BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS

This Chapter consists of Part A & Part B of Volume II "Price bid":

<u>CONTENTS</u>	
Description	Remarks
PART A: Instructions to the Bidders	Instructions
PART B : % weightage for amount of individual items of Schedule of quantity	Refer Latest Chapter-XI of Vol-IA TCC (BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS)
PART C: Total Total Price for entire scope of Work	This part is implanted in the E- Procurement portal entitled as "Part-C of Vol-II Price Bid".

Part A:	<u>Instructions to the Bidders</u>
1.	Bidders shall quote Total Price for the entire scope of work in Rupees in VOL II PRICE BID at BHEL E-procurement Portal. Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void. The total value shall be automatically calculated on E-portal.
2.	Bidder shall quote the total price in "Price Bid".
3.	BHEL has fixed the % weightages as in "Part-B" for the amount of individual items of BOQ Cum Rate Schedule w.r.t. the total price of Price Bid Vol-II.
4.	Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
5.	Based on the quantities of individual item and the amount arrived in Sl. No. 4 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
6.	Bidders to note that this is an ' <u>Item rate contract'</u> . Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no. 5 above.
PART B:	% weightage for amount of individual items of BOQ CUM RATE SCHEDULE w.r.t. the total price (as quoted by the bidder in "Part C of Vol-II-Price Bid")- attached separately.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-XI: TECHNCIAL SPECIFICATIONS AND DRAWINGS

11.0 Following Technical Specifications shall be integral parts of this tender (attached separately):

- SECTION-C: CUSTOMER CONTRCT SPECIFIC TECHNICAL REQUIREMENTS
- SECTION-D: GENERAL TECHNICAL REQUIREMENTS
- WORKERS ACCOMMODATION DRAWING OF CUSTOMER
- PLOT PLAN (TENDER STAGE DRAWING FOR BIDDER'S INFORMATION ONLY. FINAL PLOT PLAN SHALL BE PROVIDED TO THE SUCCUESSFUL BIDDER AFTER AWARD OF WORK).

NOTES:

- Contractor has to make him well conversant with the Customer and BHEL's Technical Specification. In case of ambiguity between BHEL and customer specification, customer specification shall prevail.
- Above documents have been uploaded Separately.

	PREAMBLE FOR BOQ CUM RATE SCHEDULE							
1	Preamble for the Schedule of Quantities/BOQ Cum Rate Schedule:							
1.1	Details of the items in the BOQ Cum Rate Schedule shall be read in conjunction with the Corresponding Consultants/ Customer specifications, drawings and other documents and shall have precedence over any contrary statement mentioned anywhere in this document.							
1.2	The work shall be carried out as per construction drawings, specifications, the description of the items in this schedule and/or Engineer's instructions, Drawings enclosed with these documents are only indicative giving some idea of the type of work involved. The layout, sizes and details of the building, structures and foundations shown in tender drawings may vary at a large extent during actual construction. Final drawings will be issued progressively during the execution of the work.							
1.3	Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Engineer.							
1.4	Unless specifically mentioned otherwise in the contract, the contractor shall quote his rates for the finished items and shall provide for the complete cost towards fuel, tools, tackle, equipment, constructional plant, temporary works, labour materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervision, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.							
1.5	The rate shall also be inclusive of carrying out topography survey of site to establish levels and coordinates at suitable intervals, form existing grid levels and coordinates furnished by the owner, establish bench marks, setting out the location and levels of the proposed structures, constructions and making references, pillars and other identification marks etc. No separate payment will be made towards the same.							
1.6	The quantities of the various items mentioned in the BOQ cum Rate Schedule are approximate and may vary up to any extent or be deleted altogether. The overall variation in contract value on execution shall be dealt as per GCC. Contractor has to obtain prior approval of BHEL/Customer before procurement of bought out items/building materials.							
1.7	BHEL Engineer's decision shall be final and binding on the contractors regarding clarification of items in BOQ cum Rate schedule with respect to the other sections of the contract.							
1.8	In case of any discrepancy between item description, relevant specification, clarification shall be sought at tender stage itself. Otherwise it shall be assumed that the contractor has quoted for the more stringent requirement.							

PART-B

PROJECT: 2X800 MW NTPC LARA TPP STAGE II, RAIGARH, CHHATTISGARH STATE, INDIA

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	UOM	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
100	EARTH WORK: Earth work In excavation, backfilling and disposal including all labour, equipments etc complete as per specification, drawing and as directed by engineer- in-charge for the following.					
101	Earth work in excavation in all types of soil including ash which can be excavated by any means including setting out, levelling, dewatering (but excluding special type of dewatering viz. well point method), dressing the sides & bottom, all lifts, ramming/compacting the excavated bottom, stacking, disposal of surplus excavated materials within a lead upto 1Km, spreading/levelling of disposed materials etc all complete for following depths below ground level.					
a	Depth from ground level but not exceeding 2 m	CUM	46500			3.2356611919
103	Depth exceeding 2 m but not exceeding 4 m Earth work in excavation in soft rock including weathered rock which can be excavated by means of crow bar, pick axe, pneumatic rock breaker attachment with excavator machine etc but does not require chiselling or blasting including setting out, levelling, dewatering (wherever required), dressing the sides & bottom, all lifts, ramming/compacting the excavated bottom, stacking, disposal of surplus excavated materials within a lead upto 1 Km, spreading / levelling of disposed materials etc all complete for following depths below ground level.	CUM	8600			0.7495403704
a	Depth from ground level but not exceeding 2 m	CUM	1000			0.1033218628
A107	Depth exceeding 2 m but not exceeding 4 m Earthwork in Back filling upto any depth below ground level around foundations, plinths, trenches, drains etc to proper grade and level in layers not exceeding 300mm compacted thickness using/with selected materials from compulsorily excavated earth available within a lead upto 1 Km and compacted as specified including re-excavation of stacked earth, watering, ramming/compaction by manual/mechanical means,	CUM	1000			0.1239862353
a	dressing etc all complete.for the following. at least 90% maximum dry density as per IS-2720 (Part-VII)	CUM	31130			1.7563346776
b	at least 95% maximum dry density as per IS-2720 (Part-VII)	CUM	2570			0.1618512380
109	Extra over ST No. 101 and 103 to 108 for carriage of material/earth for every 500m or part thereof beyond an initial lead of 1km.					
b	Carriage for disposal of serviceable/unserviceable material/ earth	CUM	22000			0.1855576311
B111	Supplying and filling clean and well graded sand (conforming to IS 383 with grading zone I to III) upto any depth under floors, around foundations, plinths, paving, tank foundations, etc. in layers not exceeding 300mm compacted thickness and compacted so as to achieve at least 80% relative density as per IS-2720 (Part-XIV) including spreading, watering, ramming/compaction by manual / mechanical means, dressing, royalty (if any) etc. all complete.	CUM	200			0.1667910070
200	CONCRETE WORK: Providing and placing concrete work including cost of labour, materials (unless otherwise specified in BOQ/contract specification) and equipment for handling, transportation, batching, mixing, placing, vibrating and curing (excluding cost of centering, shuttering and reinforcement) with mechanised equipments like batching plant, transit mixer, concrete pump etc. complete as per drawing, specifications and as per direction of engineer in charge for the following.					
RMC-AA201	Concrete of grade M5 (1 part cement, 5 part sand, 10 parts of 40 mm graded aggregate by volume) as mass filling course, lean concrete, levelling course, mud mat under and around foundations/floors, at any depth below finished floor level etc. (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)	CUM	4850			4.4424004536
RMC-201	Concrete of grade M7.5 (1 part cement, 4 part sand, 8 parts of 40 mm graded aggregate by volume) as mass filling course, lean concrete, levelling course, mud mat under and around foundations/floors below finished floor level upto depth of 10m from FFL. (For depth greater than 10m from FFL, extra over for additional depth to be paid in Item No 224). (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)	CUM	2200			2.0151094841
RMC-202	Concrete of grade M10 (1 part cement, 3 part sand, 6 parts of 40 mm graded aggregate by volume) as lean concrete, levelling course, mud mat under and around foundations/floors at any depth below finished floor level etc. (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)	CUM	150			0.1368927528
RMC-203	Concrete of grade M15 (1 part cement, 2 part sand, 4 parts of 40 mm graded aggregate by volume) as lean concrete, levelling course, mud mat under and around foundations/floors at any depth below finished floor level etc. (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)	CUM	75			0.0684463764
RMC-204	Concrete of grade M20 (1 part cement, 1.5 part sand, 3 parts of 10-20 mm graded aggregate by volume) under floors, paving, plinth protection, pipe encasing etc complete below finished floor level upto depth of 10m from FFL. (For depth greater than 10m from FFL, extra over for additional depth to be paid in Item No 224). (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)	CUM	10			0.0091261835
RMC-205	Design Mix cement concrete conforming to IS:456 & IS 10262-2009 for reinforced concrete works with sand and graded hard stone aggregate of 20mm nominal size in foundations/substructure, grade slab, paving, drains, under floors etc for any shape, position or thickness etc complete including use of plasticizer/ superplasticizer conforming to IS:9103 (latest) to achieve required slump in concrete all complete as per specification & drawing below finished floor level upto a depth of 10m from FFL(FOr depths greater than 10m from FFL, extra over for additional depth to be paid in Item No 224), for the following. (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)					
b	M 25 Grade	CUM	16800			15.3319883125
RMC-206	Design Mix cement concrete of grade conforming to IS:456 & IS 10262-2009 for reinforced concrete works with sand and graded hard stone aggregate of 20mm nominal size in superstructure for any shape, position or thickness etc complete including use of plasticizer/ superplasticizer conforming to IS:9103 (latest) to achieve required slump in concrete all complete as per specification & drawing upto 10m level above finished floor level (For height greater than 10m from FFL, extra over for additional height to be paid in Item No 225), for the following. (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)					
b	M 25 Grade	CUM	800			0.7300946815

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	иом	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
RMC-213	Providing and laying Design Mix cement concrete as per IS:456 & IS 10262-2009 for reinforced concrete works using graded aggregate for Concrete in precast works like roof slabs/trench covers, fins, lintels, chajas, beams, columns, wall panels, facias etc.at all levels in all kinds of work including formwork/moulds, curing, rendering the top exposed surface with cement sand mortar (1:3), handling, storing, transpoting, all leads, erection without damage, setting in position with cement sand mortar (1:3), filling the gaps between adjacent preacast units with M30 grade concrete or cement sand mortar (1:3) and including making of host problis for fixing, welding etc.complete with graded aggregate (20/12.5/10 mm) and as per specification and drawing for following grades. (Ready Mix Concrete (RMC) shall be issued by BHEL free of cost at Batching Plant of BHEL's RMC / Other Agency as per TCC)					
С	M30 Dismantling concrete work for all types of structures at all levels including stacking of servicable material to a	CUM	325			0.7149600140
215	lead of 500 m and disposal of unservicable material upto a lead of 2 km, cutting of reinforcement, labour, equipment, safety precautions etc all complete as per drawings, specification and instructions of engineer in charge.					
a b	Plain cement concrete of all grades Reinforced cement concrete of all grades	CUM	210 210			0.1518831383 0.2308505619
300	FORMWORK: Providing, fixing and removing formwork at all elevations for all structures, as per specifications and including all labour, material, scaffoldings and centereing etc. complete as per drawing, specifications and as per direction of engineer in charge for the following. Fairface form work with good quality water proof ply wood of minimum 12mm thickness and smooth surface below finished ground floor level for foundations, footings, base of columns, walls, columns, pilasters,					
301 a	below minsted ground more relevant roundations, tootings, base of coulinists, wants, coulinis, plasters, beams & slabs(for which scaffolding work not required for vertical support of bottom face of formwork), mass concrete, trenches, grade slab, paving etc.including chamfering of edges as per drawing, specification and instruction of engineer in charge. Upto Depth 10m From FGL	SQM	46800			20.5260477725
A302	Fairface form work with good quality water proof ply wood with Film face of minimum 12mm thickness and smooth surface above finished ground floor level for columns, beams, suspended/intermediate floors, roofs, lintels, cantilevers, staircases, landings, balconies, etc. including chamfering of edges as per drawing.for all heights as per specification, drawing and instruction of engineer in charge.					
a 400	For Height Upto 20m from FGL REINFORCEMENT WORK: Reinforcement work including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, transportation, handling etc at all level as per specification, drawings and as directed by engineer - in - charge.	SQM	5600			3.1037887573
403	Transportation, straightening, cutting, bending, placing in position at any level, binding in position of steel reinforcements of TMT steel of grade Fe-5001 or 500EQR or HCRM or any other Grade confirming to IS:1786 including cost of binding wire, labour, scaffolding, transportation to & from stores etc complete all as per specifications, drawings and as directed by Engineer. (BHEL to supply steel free of cost)	МТ	1600			11.8082128869
407	Transportation from BHEL yard, straightening, cutting, bending, welding / binding in position of old cut piece TMT steel reinforcements confirming to IS:1786 including binding wire, labour for placing in concrete, chair and other misc. works complete all as per bar bending schedule and as directed by Engineer. [Old cut piece TMT Reinforcement steel will be issue by BHEL Store free of cost]	МТ	5			0.0447868646
408	Straightening, cutting, bending of TMT steel reinforcement (Grade Fe-500D or 500EQR) of already fixed/embedded TMT in concrete binding in position including cost of binding wire, labour, scaffolding, etc complete all as per specifications, drawings and as directed by Engineer.[Measurement for payment shall be done for the exposed steel used in concreting. Additional/new TMT Reinforcement steel used in this item will be paid seperately in the relevant Item No 401-403]	MT	5			0.0098753209
500	Roof Treatment works: Roof treatment works including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, transportation, handling, curing, sampling, testing etc at all level as per specification, drawings and as directed by engineer - in - charge.					
A506	Providing and applying PU based high solid content (minimum 90%) of approved make water proofing treatment with one coat of polyurethane or any other equivalent material based primer with an application rate of minimum 6 sq.m per litre and two successive liquid coatings of high solids content urethane proplymers or equivalent material based finish coats as per relevant IS/ASTM standards to form an elastomeric membrane with overall dry film thickness 1.5 mm subject to minimum 500 gm/sqm/coat application rate. Item includes surface preparation. The coating shall have high viscosity, min. 400% elongation and forming perfectly smooth permanently flexible seamless membrane which should have good adhesion to roof substrates. The cured film should have a very low water absorption rate (0.5% maximum at ambient temperature after 7 days), reinforcing layer of polyscrim cloth (non woven polyscrim cloth of 100% polyested mastic base preparation, primer, making of fillets, cleaning & preparation of surface, vaccum removal of loose sand, expansion joints & sealing at suitable intervals, application by using a pneumatic machine as per manufactures recommendations, etc. all complete as per specifications, drawings and direction of engineer in darge. The application of waterproofing treatment shall be carried by authorised applicator of approved Manufacturer of Waterproofing materials.	SQM	2000			1.5406906338
A507	Providing and laying wearing course consisting of 20 mm thick plain cement mortar 1:4 (1 cement: 4 sand)) cast in panels of maximum size 1.2mx1.2m and reinforced with 0.56 mm dia. galvanised chicken wire mesh and sealing of joints (in grooves of 6mm X 6mm) using silicon /elastomeric compound etc all complete. (Cement shall be issued by BHEL free of cost)	SQM	2000			0.4700528495
A510	Providing and laying cement concrete chequered roof / floor tiles of 22 mm thickness and size min. 200x200 mm conforming to IS 13801 with 8 mm thick 1:4 cement mortar over the top most layer of roofing treatment in pathway or entire area with fine joints (silicon/elastmeric sealant) and providing expansion gap in both directions including underbed (as per drawings) filled up with (silicon/elastomeric) joint sealant etc all complete. (Water proofing paid elsewhere) (including cost of cement for tiles making). (Cement for mortar shall be issued by BHEL free of cost)	SQM	2000			1.1569237150
A511	Providing and applying two coats of bitumen paint of minimum 150 micron DFT with suitable primer, conforming to IS 9862 with 1% antistripping compound conforming to IS 6241 in foundation, wall, column etc on concrete surfaces including surface preparation etc. all complete.	SQM	500			0.0594501804
600	JOINTS AND FILLERS: Joints & fillers including all labour, material, equipment, transportation, handling etc at all level as per specification, drawings and as directed by engineer - in - charge.					
A602	Providing and applying polysulphide based sealant conforming to IS:12118 in expansion joints in concrete including cleaning of joints, raking out groove, application of primer, scaffolding etc. all complete for following size grooves:	D3.				0.0477227222
a b	12mm X 25mm 20mmX25mm	RM RM	110 200			0.0175385392 0.0476938835
610	Providing and fixing PVC water stops in joints conforming to IS 12200 & IS 15058 all complete for the following: (Bulb or Kicker type)					

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	UOM	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
b	230 mm wide and 8 mm thick	RM	300			0.0584084816
700	MS EMBEDMENTS: Embedments including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, transportation, handling etc. at all level as per specification, drawings and as directed by engineer - in - charge.					
701	Supply, fabricating and fixing of mild steel embedments, inserts, pipe sleeves, angle pieces, rungs of various diameters, plates of dimensions as required etc. including welding, bolting, cutting, drilling, scaffolding, setting etc. all complete.	MT	10			0.6912794914
702	Supply, Fabrication, transportation, delivery at site and erection, installation and alignment of mild steel foundation bolt assembly conforming to IS:2062 and grade 1 of IS:432 in concrete along with nuts, lock nuts (as per IS:1363, 1364 and IS:3138), washers, anchor plates, stiffner plates, protective tape, pipe sleeves, templates etc. including welding, cutting, grinding, threading, drilling etc. all complete.	MT	50			4.2182731929
C702	Extra over Item No. 702 above for providing galvanised bolts (Mass of zinc coating = 800gms/sqm), nuts & washer.	MT	50			0.8731751708
703	Same as above items 701 & 702 with BHEL supplied material free of cost including loading, transportation,					
A	unloading etc. all complete from BHEL store to plant site. Mild steel embedments, inserts, pipe sleeves, angle pieces, rungs of various diameters, plates of dimensions as required etc.	MT	40			0.6743051854
В	Mild steel foundation bolt assembly conforming to IS:2062 and grade 1 of IS:432 in concrete along with nuts, lock nuts (as per IS:1363, 1364 and IS:3138), washers, anchor plates, stiffner plates, protective tape, pipe	MT	50			0.9182642694
707	sleeves, templates etc. Providing, laying and fixing rails(52kg/rm) and guide rails in concrete for transformer, rail track including	МТ	5			0.3044867181
800	cutting of rails, joining of rails, anchoring lugs etc all complete. GROUTING: Grouting including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, roughening surface, cleaning, ramming, curing etc. at all level, drawings and as directed by					
805	engineer - in - charge. Providing & grouting of pocket holes, pipe sleeves and under base plates of structural steel work/ machinery/ pipe supporting structures including roughening of surface, cleaning, ramming, curing, etc. all complete with Conbextra GP-2 or equivalent as per specification, drawing and direction of engineer-in-charge.(Cost of all material and cleaning of the pockets by compressed air shall be in the scope of the contractor).	CUM	35			1.1768360168
900	DOORS & WINDOWS: Doors, windows, ventilators, louvers, roof ventilators, rolling shutters, partitions including all labour, material (unless otherwise specified in BOQ/contract specification), equipments, transportation, handling, preparation of working drawings etc. at all level as per specification, drawings and as directed by engineer - in - charge.					
A903	Providing, fitting and fixing solid core flush door shutter as per IS 2202 part II, 35mm thick homogenous particle board bonded with BWP type phenolformaldihyde synthetic resin, partical board core conforming to S 3087 type J, 35x12 mm thick teakwood beading all around including preparation of working drawings, godrej or equivalent make mortice lock with handels on both sides,approved ISI mark anodised fittings like door stopper,300mm long tower bolts,16x300mm long aldrops, 125mm long handles on both sides etc. but hinges, sliding bolt, knobs, (all fittings shall be anoidised aluminium color dyed), finish riol ipaint confirming to IS: 137 over primer, screws etc. all complete as per drawing, specification and instruction of engineer in charge, with commercial faces and teak wood edges. (Finish painting paid separately) (Note: Amparticle board shall have recycled content. The bidder is required to provide material cutshete sample/declaration from manufacturer mentioning the percentage of recycled content used in maufacturing of particle board to the engineer in charge)	SQM	10			0.0283674706
A904	Providing and fixing single or double steel door shutters with 35mm (min) thk flush design shutter comprising of two outer sheets of 18 gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20 gauge stiffeners, spot welded in position at not more train 150mm centres including void filled with mineral wool (density as per specification), all fittings, Godrej or equivalent make mortice lock with handle on both sides, shop and final painting etc all complete.	SQM	10			0.0542191871
A906	Providing and fixing anodized extruded aluminium doors (single or double shutter) conforming to IS:1948, IS:1949 fabricated from extruded sections of HINDALCO/JINDAL or equivalent make having minimum 2 mm wall thickness as per IS:1285, IS:733 and anodized(15 micron coating thickness) and electro color dyed of required shade as per IS:1868 (minimum anodized coating of grade AC15). fixed with rawl plugs, expansion fasteners,SS screws / fixing clips necessary filling of gaps at Junctions, at top, bottom & sides with required PVC / neoprene felt for bi-metallic protection etc. Glazing shall be clear toughened glass of 8/10 mm thickness including snap fit type beading, concealed screws, fixtures, Godrej or equivalent make Mortice lock with handle on both sides, etc all complete. Aluminium section shall be smooth, free of stains, straight, mitred & jointed mechanically wherever required. (Glazing shall be paid separately)		500			0.1553342290
907	Providing and fixing fire proof steel doors (single or double shutter) with vision panel, panic devices shall be 45mm thk flush design comprising of two outer sheets of 18 gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20 gauge stiffeners, spot welded in position at not more than 150mm on centers including all fittings, shop painting with approved post office/signal red color fire resistant paint and mineral wool insulation (64 kg/cum density) complete and shall be fire proof as per IS:3614, NBC 2016 & TAC requirements and as per specification. Vision panel shall be provided with interlayered fire rated glass. Minimum ratings shall be 2 Hrs.	SQM	10			0.0652895771
908	Providing and fixing steel windows/ventilator with steel sections as per IS:1038, IS:1361 & IS:7452 latest revision including all fittings, metal beadings, hold fasts, shop and final painting glazing etc. all complete. (Glazing shall be paid separately)					
a b	Openable type fixed type	SQM SQM	25 25			0.0476897169 0.0315939982
911	Providing and fixing of door closers as per IS 3564 ,of approved make & quality all complete of following type:					
a b	Over head hydraulic door closures Floor mounted Hydraulic door closers	Each Each	5			0.0076261375 0.0108382525
A912	Providing and fixing pressed steel frames(complying general requirements of IS 4531) fabricated from 1.2 mm thick M.S sheet mortised, reinforced drilled and tapped for hinges and locks bolts strikes, hold fasts adjustable floor anchors, floor tiles/weather bars ,paintings etc all complete as per specifications.	Kg	50			0.0056677781
913	Providing and fixing in position rolling shutter of hot rolled double dipped galvanised steel lath section of 18 SWG tested mild steel strips at 75mm rolling centres interlocked together through their entire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guide and arrangements for inside and outside locking with push and pull operation including wire springs, top cover, primer & shop coats of approved enamel paint etc, all complete as per IS 6248 and specification of approved make of following types: The bottom lath shall be coupled to a lock plate fabricated from 3mm thick galvanised steel plate and securely rivetted with stiffening angles (partly coiled and lath/full lath).					

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	иом	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
b c	Mechanically Operated Electrically operated	SQM SQM	20			0.0494820350 0.0586052851
915	Providing, fixing and fitting of glazing of first grade class in steel/aluminium/wooden frames, where ever required, cleaning after fixing including hardware, gaskets, clips, beadings etc. all complete.					
Ah AhB	6 mm thick clear toughened glass conforming to IS 5437 8 mm thick clear toughened glass	SQM SQM	60 20			0.1033022987 0.0420177586
AkB	6mm thick clear float glass on inner side and 6mm thick reflective toughened glass on outer side hermetically sealed and seperated by 12 mm thick gap for thermal insulation. Outer Glass of 6mm thickness shall have following technical characteristics: Solar factor 25% or less, U-value less than 2.268 W/ SQMK,VLT min 30%: The glass to be used should be from the manufacturers of glass like Glavebel (Belgium), Saint Gobain (France) or Fort (USA) Or equivalent. The glass should be free from distortion and thermal stress.(only single elevation area to be measured).	SQM	60			0.1971320219
917	Providing and fixing 12 mm thick BWP particle board, decorative veneer (prelaminated) on both sides, as panels in aluminium framed door shutter, fixed with necessary snap-on-beading etc. all complete (excluding aluminium works).	SQM	20			0.0247972471
1000	BRICKWORK: Brickwork masonry including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, transportation, handling, scaffolding etc. at all levels as per specification, drawings and as directed by engineer - in - charge.					
1001	Providing brick work in cement mortar 1:6 (1 part cement 6 parts coarse sand) in walls, chambers etc. in thickness varying from 230mm to 460mm at all depths, places and positions below plinth including raking out joints, curing, scaffolding etc. complete excluding plastering and painting. (Cement shall be issued by BHEL free of cost)					
a	Using fly ash lime bricks confirming to IS 12894 with crushing strength of 75 kg/cm2(including cost of cement for brick making)	CUM	70			0.2632739465
b	Using fly ash lime bricks confirming to IS 12894 with crushing strength of 50 kg/cm2(including cost of cement for brick making)	CUM	50			0.1745577185
1002	Providing brick work in cement mortar 1:6 (1 cement 6 coarse sand) in walls, chambers etc. in thickness 230mm upto 10m level above finished floor level (For height greater than 10m from FFL, extra over for additional height to be paid in Item No 1014), places and position above plinth including raking out joints, curing, scaffolding etc complete but excluding plastering and painting. (Cement shall be issued by BHEL free of cost)					
a	Using fly ash lime bricks confirming to IS 12894 with crushing strength of 75 kg/cm2(including cost of cement for brick making)	CUM	550			2.2541386392
b	Using fly ash lime bricks confirming to IS 12894 with crushing strength of 50 kg/cm2(including cost of cement for brick making)	CUM	50			0.1913914505
1003	Providing brick work in cement mortar 1:4 (1 cement 4 coarse sand) in partition walls, chambers etc. in thickness 115mm upto 10m above finished floor level (For height greater than 10m from FFL, extra over for additional height to be paid in Item No 1015), places and position above or below plinth/graded level including providing two nos. 6 mm diameter MS bars at every third layer, raking out joints, curing, scaffolding etc complete excluding plastering and painting as per specification. (Reinforcement payment shall be made seperately as per applicable BOQ in 400 Series) (Cement shall be issued by BHEL free of cost)					
a	Using fly ash lime bricks confirming to IS 12894 with crushing strength of 75 kg/cm2(including cost of cement for brick making)	SQM	50			0.0306451239
1005	Breaking of existing brick work at all levels including plastering, removing the rubbish up to a distance of 500 m including transportation, loading, unloading etc. all complete as directed by the engineer.	CUM	110			0.1532396770
A1009	Supply and placing in position GI of 0.9 mm welded wire mesh/ chicken wire mesh for encasing of steel sections in concrete/ brick/ plaster at the junction of RCC and brickworks including cutting, bending, fixing etc. complete.	SQM	500			0.1364240023
1100	DAMP PROOF COURSE: Damp proof course including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, transportation, handling, shuttering, centering, curing etc at all level as per specification, drawings and as directed by engineer - in - charge.					
1101	Providing Damp Proof Course of following thickness with 1:1.5:3 concrete (10mm and down graded aggregate) with 2% of approved admixture of water proofing compound all complete. Two layers of hot bitumen coating 85/25 grade as per IS:702 @ 1.7Kg,/sqm shall be applied one before & one after the DPC.					
b	50mm thick PLASTERING: Cement mortar plaster including making grooves wherever required including all labour,	SQM	100			0.0226324080
1200	material (unless otherwise specified in BOQ/contract specification), scaffolding, curing etc at all level as per specification, drawings and as directed by engineer - in - charge.					
A1201	Providing 18mm thick plaster in two layers outside the building/boundary wall/rough surface of internal wall in cement mortar 1:6 on walls, finished to a smooth finish including providing 3mmx3mm size grooves at junctions of two dissimilar materials all complete. [Cement shall be issued by BHEL free of cost]	SQM	2500			0.5552671536
1202	Providing 12mm thick plaster internal/external surfaces of building/boundary wall in cement mortar as applicable above finished floor level (For height greater than 10m from FFL, extra over for additional height to be paid in Item No 1206) on walls finished to a smooth finish as per specification all complete. (Cement shall be issued by BHEL free of cost)					
a	Cement Mortar 1:6	SQM	2200			0.3958562796
1204	Providing 6mm thick plaster on ceiling in cement mortar 1:4 finished to a smooth all complete. (Cement shall be issued by BHEL free of cost)	SQM	2100			0.3321059874
1205	Providing 12mm thick plaster in walls, drains/culverts with a paste of neat cement @ 1kg/sqm and rubbed smooth with trowel etc. all complete. [Cement shall be issued by BHEL free of cost]	SQM	4000			0.4667055570
1207	Forming groove of uniform size from 12X12 mm upto 25X15 mm in plastered surface as per approved pattern, using wooden battens nailed to the under layer, including removal of wooden battons, repair of the edges of plaster panel and finishing the groove etc. complete as per specification, drawing and the instructions of engineer in charge. (Cement shall be issued by BHEL free of cost)	RM	250			0.0068529807
1208	Providing and laying encasement to box type steel beams at all levels with lath plaster 50 mm nominal thickness with cement plaster (1:4) over chicken wire mesh including all labour, materials, equipment, handling, transporting, mixing, placing, leveling, curing and cleaning, finishing the exposed surfaces etc including centering and shuttering all complete as per specification, drawing and instructions of enginner in charge (chicken wire mesh to be paid separately) (Cement shall be issued by BHEL free of cost)	SQM	200			0.0761910879

PART-B

PROJECT: 2X800 MW NTPC LARA TPP STAGE II, RAIGARH, CHHATTISGARH STATE, INDIA

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	UOM	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
1300	FINISHES TO CONCRETE / PLASTERED SURFACES: Finishes, painting to concrete, plastered surfaces including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, surface preparation, scaffolding etc. at all level as per specification, drawings and as directed by engineer - in - charge.					
1301	Two or more coats of white wash/ colour wash as per IS 627 of approved brand and manufacture to give an even shade including a priming coat as per specifications.	SQM	100			0.0026990201
A1304	Two or more coats of Low VOC (volatile organic compound) acrylic distemper of approved brand and manufacture to give an even shade including a priming coat with distemper primer complete.All necessary documentation (certificates, manufacturer declarations) should be provided by the contractor to engineer in charge	SQM	2000			0.1529444717
A1305	Providing and applying two or more coats of low VOC (volatile organic compound) acrylic emulsion paint as per IS 15489,relevant latest code of approved brand, shade and manufacture to give smooth, hard, durable & glossy finish over a coat of primer over prepared plaster surface as per manufacturers guideline. Note: The paint should have VOC content limit less than 50 grams per litre. All necessary documentation (certificates, manufacturer declarations) should be provided by the contractor to engineer in charge.	SQM	2500			0.2774578594
B1306	Providing and applying 2 or more coats of acid/alkali resistant paint (epoxy based & minimum 150 micron thickness) of approved brand and colour to floors, walls and ceiling including preparation of surface to receive paint, providing and applying primer complete all as per manufacturer's recommendations and as approved by engineer, at all heights above or below grade level, complete as per specifications.	SQM	200			0.0453699021
A1311	Two or more coats of synthetic enamel paint of approved make made from synthetic resins and drying oil with rutile titanium dioxide and other selected pigments to give smooth, hard, durable & glossy finish to all interior and exterior surfaces complete. Note: The paint should have VOC content limit less than 150 grams per litre All necessary documentation (certificates, manufacturer declarations) should be provided by the contractor to engineer in charge.	SQM	100			0.0055384939
1312	Providing and applying 3 coats of water proof cement paint of approved make and color on exterior surface at all heights including material, labour, scaffolding, curing etc including primer coat complete as per specification.	SQM	3000			0.1912508766
1317	Providing and applying 2 mm thick white cement punning on walls including preparation of surface, staging, etc to achieve a smooth even surface all complete as per specification and as directed by engineer.	SQM	2000			0.1436665901
A1319	Providing and applying two or more coats of Premium Acrylic Smooth Paint with Silicone additives weather coat paint of approved brand and manufacture and required shade over one coat of primer after necessary cleaning/ washing, preparing the surface using coir brush/ wire brush, sand paper, including filling of cracks with putty wherever required etc. all complete to give smooth, hard, durable & glossy finish over a coat of primer over prepared plaster surface as per manufacturers guidelines. The final finished coating shall be fungus resistant, UV resistant, water repellant and extremely durable with color fastness as per specification	SQM	1500			0.1806257444
1400	FLOORING AND SKIRTING: Flooring and skirting at all level including base layer, labour, material (unless otherwise specified in BOQ/contract specification), equipments, transportation, handling, curing, polishing etc. at all level as per specification, drawings and as directed by engineer - in - charge.					
1401	Providing and laying 50 mm thick heavy duty cement concrete in flooring with metallic hardener pigmented topping 12mm thick uniform graded treated iron particles in flooring. Under layer of 38mm thick cement concrete mix 1:2:4 (1 cement: 2 sand: 4 stone aggregates 12.5 mm 20 well graded) and top layer of 12mm thick metallic concrete of mix 1:2 (1 cement hardner mix with approved quality metallic hardening compound: 2 stone aggregate 6mm nominal size) by volume including cement slurry, rounding off edges, aluminium strips etc. all complete for following (Quoted item rate shall be inclusive of providing glass joint strips): (Cement shall be issued by BHEL free of cost)	SQM	400			0.1715002348
1402	Providing and laying 25 mm thick heavy duty cement concrete mix 1:2:4 (1 cement: 2 sand : 4 stone aggregates) flooring with metallic hardener pigmented topping of 10 mm thick uniform graded treated iron particles in skirting and dado. Under layer of 15mm thick cement concrete mix 1:2:4 (1 cement: 2 sand : 4 stone aggregates 12.5 mm 20 well graded) and top layer of 10mm thick metallic concrete of mix 1:2 (1 cement hardner mix with approved quality metallic hardening compound :2 stone aggregate 6mm nominal size) by volume including cement slurry, rounding off edges, aluminium strips etc. all complete as per specification. [Cement shall be issued by BHEL free of cost]	SQM	220			0.0825731458
A1404	Providing and laying interlocking M35 Grade concrete blocks in paving with approved colour and pattern and should be laid on the subbase and bedding of sand minimum 20mm thick as per specifications and recommendations of manufacturer.(inclusive of cost of cement for paver manufacturing)					
b	80mm	SQM	100			0.0587036174
A1412	Providing and laying 20mm thick Mirror polished (6 layers of polish)/Flame finish (making top surface rough by burning / shot blasting)Granite stone of approved color and texture in flooring with brass/ stainless step strips. Under bed shall average 30mm thk of 1 cement: 1.5 sand 3 stone aggregate by volume and brought to proper level. The granite stone slabs/tiles laid over under bed, pressed and tapped down with wooden mallet to the proper level, lifted and pressed again with thick cement slurry spread over the surface with fine joint finished including pigments, moulding, cornice, curing, grinding, granite polishing etc. all complete. (Cement shall be issued by BHEL free of cost)	SQM	50			0.0895899793
D1416	Providing and laying matt finish vitrified ceramic tiles of polished variety of size 600x600 / 800x800 of approved shade, colour, pattern and make from reputed / approved manufacturer as Simpolo,Endura, Varmour or equivalent, complete including underbed of average 40 mm thick cement concrete mix 1:1.53 (1 cement: 1.5 sand: 3 stone aggregates 12.5mm well graded) with 3mm groove joints as per approved pattern pointed neatly with 3X4mm stainless epoxy grout SP-100 of Laticrete, Luxture or approved equivalent in approved colour to match colour of tile etc. all complete for following. (Cement shall be issued by BHEL free of cost)					
a b	9.0 mm (min.) thick tiles In flooring 9.0 mm (min.) thick tiles In dado	SQM SQM	700 100			0.6420715757 0.0986829220
B1417	Providing and laying vitrified ceramic tiles of matt finish variety of size 600x600/1000X1000 from reputed / approved manufacturer, complete including including underbed of 40.5 mm thick cement concrete mix 1:1.5:3 (1 cement: 1.5 sand : 3 stone aggregates 12.5mm well graded) with 3mm groove joints as per approved pattern pointed neatly with 3X4mm stainless epoxy grout SP- 100 of Laticrete or approved equivalent in approved colour to match colour of tile etc. all complete for following. (Cement shall be issued by BHEL free of cost)					
a c	9.5 mm thick tiles In flooring 9.5 mm thick tiles In skirting and dado upto specific height	SQM SQM	400 100			0.3615562327 0.0973474693
1419	Providing and laying granite stone slab of 20mm thickness single piece for wash basin / sink slab /facia of black or approved colour including 20mm underbed of cement mortar 1:3 with cutting.making corners,moulding and opening etc. all complete. [Cement shall be issued by BHEL free of cost]	SQM	10			0.0256898917

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	иом	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
A1422 a	Providing & fixing Acid / Alkali resistant (Chemical resistant) tiles confirming to IS:4457 in flooring/Dado and shall be laid over bitumastic lining of min 12mm thick (to be laid in layers of 6mm each). The tiles shall be applied with 6mm thick Potassium Silicate bedding mortar as per IS:4441, 4443 & 4832 and including preparation of surface, application of bitumen primer, curing, pointing joint of bedding 20mm deepx6mm wide with epoxy/Furane mortar etc. all complete for following thicknesses. The tiles should be abrasion resistant & durable. 20mm thick	SQM	200			0.3481290431
A1427	Providing and fixing Designer digitally glazed ceramic tiles of approved color and design as per IS: 15622 of size 300x300mm / 300x450mm, 300X600 of reputed / approved manufacturer Simpolo,varmora or equivalent of approved finish,size in dado, projecting 6mm uniformly from adjacent plaster or wall finish. The mix for 20mm thick underbed plaster shall consist of 1part cement and 3 parts sand by weight. fairly moist but firm, tiles shall be pressed over under bed by applying cement slurry @ 3.3kg/sqm including pigments, curing etc all complete as instructed by engineer incharge for following thicknesses, (Cement shall be issued by BHEL free of cost)					
a	5mm thick ROOFING / SIDE CLADDING: Roofing / side cladding work including all labour, material (unless otherwise	SQM	100			0.0656626470
1500	specified in BOQ/contract specification), equipment, transportation, handling, scaffolding, laps, hooks, washers, corner pieces etc. at all level as per specification, drawings and as directed by engineer - in - charge.					
1515	Providing and installing min 30 mm thick under deck insulation (density 32 kg/cum) polyisocyanurate/rigid phenolic foam (fire retardant and non toxic) using minimum 0.05 mm thick aluminium foil on exposed surface followed by 0.56 mm dia and 25 mm mesh GI wire netting, fixed at various elevations with rawl plugs including clips, etc complete as per specifications.	SQM	1200			0.7464477432
1600	FALSE CEILING: False ceiling including all labour, material (unless otherwise specified in BOQ/contract specification), equipment, transportation, handling, suspension system etc at all level as per specification, drawings and as directed by engineer - in - charge.					
A1601	Providing and fixing 12.5 mm thick tapered/square edge glass fibre reinforced gypsum board conforming to IS:2095 having fine texture finish including 50mm thick mineral wool insulation(density 48 kg/cum) conforming to IS:8183 bound in polythene bags on top of panels. , including providing and fixing of frame work at all levels, for all kind of work, consisting of light weight galvanised steel member (minimum 0.8 mm thick and galvanised as per IS: 277) having maximum grid size of 1200 mm x 600 mm for supporting panels of specified size, suspended from RCC slab/ structural steel or catwalkway grid above, with 4 mm (minimum) galvanised wires (rods), with special height adjustment clips, providing angle section of minimum 25 mm width along the perimeter of ceiling, supporting grid system (minimum 0.8 mm thick and galvanised as per IS: 277), expansion fasteners for suspension arrangement from RCC, providing openings for AC ducts, return air grills, light fixtures, etc., all complete. (but excluding the cost of catwalkway grid) all complete as per drawings, specification and instructions of the engineer. (Mineral wool insultaion to be paid separately).	SQM	500			0.5502749079
A1602	Providing, fixing and laying light weight mineral fiber tile false ceiling of minimum thickness 15 mm and exposed surface semi-perforated with depth of perforation as 4 mm and humid resistance of 95% RH and fire performance of class 0/1 as per BS 476 with metal suspension grid system with galvanized Tees of section 24 X 38 mm for main runners of approved colour and make as per specification including 50mm thick mineral wool insulation (density48kg/cum) as per IS:8183 bound in polythene bags on top of panels. Additional hangers and height adjustment clips shall be provided for return air grills, light fixtures. AC. ducts etc. suitable M.S. channel (minimum MC 75 @ 1.2m) grid shall also beprovided above the false ceiling level for movement of personnel to facilitate maintenance of lighting fixtures, AC ducts etc. complete with cut-outset CT: he size of tiles shall be 600 X 600 mm or 600 X 1200 mm. Required M.S. channel shall be measured & paid extra under respective item unit rate.(All mineral fiber board to be used should be with appropriate % of recycled content. Mineral wool insultaion to be paid separately.	SQM	500			0.6563542418
A1603	Providing and fixing permanently colour coated aluminium false ceiling of approved colour of Luxalon Hunter douglas, or approved equivalent with corrosion resistant aluminium alloy panels of size 600 mm x 600 mm and 0.6 mm thk. with clip on torsion spring system ,perforation patterns in combination with built in nonwoven tissue, acoustic fleece for providing good acoustic properties and installed with silhouette T-Grid (of profile 24 mm) in same or contrasting colours or with 6 mm recess joints. The whole system lab le level adjusting arrangement and shall be suspended as per manufacturer. Additional hangers and height adjustment clips shall be provided for return air grills, light fixtures, A.C. ducts etc all complete. Suitable M.S. channel grid with minimum MC 75 shall also be provided above the false ceiling level for movement of personnel to facilitate maintenance of lighting fixtures, AC ducts etc. (Materials for structural platform grid made up of MS Channels/ Beams / Angles shall be supplied by BHEL and shall be paid under ST No 2301)	SQM	660			1.6237633373
1700	RAIN WATER DOWN TAKE PIPES: Rain water down take pipes at all level including all labour, material (unless otherwise specified in BOQ/contract specification), transportation, 2 coats of approved paint over one primary coat, fixtures, accessories etc as per specification, drawings and as directed by engineer - in - charge.					
A1704	Providing and fixing galvanised MS down take pipes of 150 mm dia- Medium quality as per IS:1239(part-I) with welded joints and provided with roof drain heads and complete with shoes bends, junctions, sockets, adapters, brackets and finished with anti corrosive painting over a coat or primer all complete. Galvanising shall be as per IS: 4736. The minimum mass of zinc coating shall not be less than 360 gms/sq.m. as per IS:6745. The zinc coating shall be smooth and shall be subjected to testing as per IS: 2633, for uniformity of coating. The zinc coating shall be free from all defects as per IS: 2629.	RM	350			0.4575682494
1800	MISCELLANEOUS: Miscellaneous works including all labour, material (unless otherwise specified in BOQ/contract specification), equipment etc. at all level unless otherwise specified as per specification, drawings and as directed by engineer - in - charge.					
A1801	Providing and Filling in trenches, plinths, area paving, grade slab and other underground structures with graded stone aggregate of size range 63 mm to 45 mm in layers not exceeding 200 mm in thickness including breaking of stone boulders to required sizes, filling the interstices with selected moorum and compacting to 85 % of original volume of stone stack for all lifts etc. all complete. Payment shall be made for the measurement of the volume of the compacted fill.	CUM	700			0.8344470440
1802 1804	Supply and laying approved quality Stone aggregate 40mm size in transformer yards. Providing and fixing weep holes in Retaining wall, drains, etc consisting of 100 mm dia HDPE pipe sleeves with single side covering for the pipe mouth with galvanised welded wire fabric of 20 mm sq. opening all	CUM	200 800			0.4526481607 0.1102099869
1807	complete. Anti termite chemical treatment of soil with Chlorpyriphos/Lindane E.C. 20% with 1% concentration conforming to IS:8944 and as per IS 6313 all complete. (Plinth area of building at ground floor only shall be measured for payment). Drilling 12mm dia hole @300 c/c using material one liter per hole.	SQM	1500			0.1739602791
A1827	Anti weed chemical treatment of soil with suitable chemical pertaining to the types of weeds found in the vicinity including providing anti-weed/ soil sterlization test certificate, performance guarantee of three years etc. all complete.	SQM	63750			0.2240397534

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	иом	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
2000	FENCING AND GATES: Fencing and gates including all labour, material (unless otherwise specified in BOQ/contract specification), equipment etc at all level as per specification, drawings and as directed by engineer - in - charge.					
A2003	Supplying and erecting in position 2.4 m high PVC coated gavanised chain linked fencing of minimum 8 gauge (including PVC coating) of mesh size 75mm x 75mm. The diameter of the hot dip galvanised steel wire for chain link fencing excluding PVC coating shall not be less than 12 gauge. The PVC coated chain link will be stretched by the clips at 0.5m intervals to three strands of galvanised high tensile spring steel wire (HTSSW) of 2.5 mm diameter interwoven with chain link wire mesh and kept under tension which in turn are attached to the fence post with security nuts and bolts. Concertina of height of 600 mm at top of chain link fencing shall be provided with all accessories. Concertinal shall be from tensile serrated galvanised wire (HTSW) made with wire diameter of 2.5 mm which will be stretched to 6m and attached on two strands of galvanised HTSSW (high tensile spring steel wire) of 2.5mm dia by means of clips at 1m interval. These two HTSSW strands will be attached to the fence posts/ angles with 12 mm security fasteners. Cost to include for G1 hook bolts, rings & washers, hot dip galvanised tension wires, 25X6 mm G1 flat stretcher bar at end posts etc. all complete. (Structural post shall be paid separately under ST No. 2007/2008)	RM	1425			2.6712391590
A2008	Supply, fabrication and fixing of mild steel posts for fencing including painting with chlorinated rubber paint over a suitable primer etc all complete.	МТ	15			1.0721857301
2010	Supply, fabrication and installing in position and testing MS Gates out of channels, joists, angles, flats, plates, pipes, welded steel wire mesh & sheets including stiffners, bracings, fabricated hinges, MS Aldrops with locking arrangement, tempered steel pivot, guide track of MS Tee, bronze aluminium ball bearing arrangements, castor wheels, paintings etc. all complete.	МТ	10			0.7985725687
A2011	Dismantling and stacking within 50 metres lead, fencing posts or struts including all earth work and dismantaling of concrete etc in base of: T' or T' iron or pipe	EACH	250			0.0794242891
A2012	Dismantling of existing chain link fence including dismantling of posts etc and re-erection of the same as per direction of site-in-charge. (The rate shall be exclusive of Concrete but inclusive of earthwork, brickwork, plaster, cement painting & shuttering and erection all complete)	RM	600			0.6802374067
2100	WATER SUPPLY: Water supply work including men, material (unless otherwise specified in BOQ/contract specification), equipment etc. at all level as per specification, drawings and as directed by engineer - in - charge.					
2104	Providing and fixing GI pipes class B medium class conforming to IS:1239 pipes shall be concealed and painted with anticorrsive paint, complete for internal works with GI sockets, unions, elbows, tees, nipples etc and clamps including cutting and making good the walls etc all complete for following sizes:					
a	15 mm nominal bore.	RM	50			0.0169743060
b	20 mm nominal bore. 25 mm nominal bore.	RM RM	25 25			0.0092778816 0.0100334666
c d	50 mm nominal bore.	RM	25			0.0168161603
2105	Providing and fixing GI pipes class B complete for external work with GI sockets, unions, elbows, tees, nipples etc including trenching & refilling, anti-corrosive paint etc all complete for following sizes:					
a	15 mm nominal bore.	RM	50			0.0129679481
b c	20 mm nominal bore. 25 mm nominal bore.	RM RM	50 100			0.0145494052 0.0321211505
d	50 mm nominal bore.	RM	50			0.0296259627
A2106	Providing and fixing 600mm x 900mm x 6mm thk mirror from reputed mirror manufacturer. Mirror shall be mounted with glass adjustable revolving CP brackets with CP screws, edge mounting with teak beading and minimum 12 mm thick plywood backing etc all complete.	EACH	2			0.0024725133
2108 2110	Providing and fixing 25 mm diameter stainless steel towel rails (600mm X 25mm) with C.P. mounting brackets all complete. Providing and fixing C.P. Soap holder mounted with C.P. screws etc all complete.	Nos.	2 2			0.0018457361 0.0014282315
2111	Providing and fixing stainless steel / C.P. liquid soap dispenser. Dispenser shall be round and easily revolving with removable threaded nozzle and mounted on C.P. brackets etc all complete.	Nos.	2			0.0032444471
2112	Providing and fixing glazed vitreous wall mounted paper holder with suitable cover cum cutter fitted with CP screws etc. all complete.	Nos.	2			0.0017712319
2114	Providing & fixing in position P.V.C. water tank of Syntex or approved equivalent including making all necessary inlet & outlet pipes, fixture, ball cocks, valves etc all complete for following capacities. GI pipes shall be paid separately under ST No. 2105.					
a	500 litres capacity	Nos.	2			0.0059800164
A2116	Providing and fixing glass shelves 600mmx127mmx4 mm with chromium plated brackets all complete.	EACH	1			0.0004823059
A2118 2200	Providing and fixing electric operated hand dryer with photo voltaic control.etc all complete SANITARY: Sanitary work including all labour, material (unless otherwise specified in BOQ/contract specification), equipment etc. at all level as per specification, drawings and as directed by engineer - in - charge.	EACH	1			0.0034564038
2201	Supply and fixing glazed vitreous china Wash Basin of approved make conforming to IS:2556 part 4 of oval shape with R.S. or C.I. brackets painted white, 15mm chromium plated brass hot & cold faucets with nylon washers, chromium plated brass chain with rubber plug, 32mm chromium plated brass bottle trap and waste of standard pattern, 32mm dia chromium plated brass trap unions, plastic connection pipe with chromium plated nuts, fittings, cutting and making good the walls where required etc all complete.					
a	White	EACH	2			0.0180707829
2202	Providing and fixing approved vitreous china laboratory basin/sink of size 550x400x200mm conforming to 18:2556 (part-5) with R.S. or C.I. brackets, chromium plated brass chain with rubber plug 32mm, 32mm CP brass waste coupling and 32mm CP brass bottle trap with necessaary union complete including painting the fittings, cutting and making good the wall where required etc. all complete.	EACH	1			0.0042221390
A2203	Providing and fixing stainless steel kitchen sink/Eye wash sink of size size 610×510 mm, bowl depth 200 mm as per approved manufacturer with drain board of at least 450 mm length with trap, hot and cold water mixer, conforming to IS: 13983 including all fittings etc. all complete.	EACH	1			0.0068761685
A2204	Providing and fixing colour glazed vitreous china European type water closet of approved make conforming to IS:2556 with siphon, open front solid plastic seat and plastic cover, low level 12.5 litre PVC flushing cistern (same colour as WC) with valveless fittings, necessary C.P connections, water faucet etc all complete.					
b	Wall mounted	EACH	2			0.0164204446
2206	Providing and fixing white flat back glazed vitreous china urinals of size 370x315x620 mm with photo voltaic control flushing system as per IS:2556 (part 6, section 1) with flush pipes, lead pipes, gratings, traps and necessary C.P. fittings etc. all complete.	EACH	2			0.0279531325
2207	Supply, laying and jointing UPVC pipes of class 3 as per IS:4985 including bends, branches and all other necessary fittings, M.S. holder bats/clamps, cutting and making good the walls and floors, jointing, testing etc all complete for following.					0.0000777277
a b	75mm dia pipes 110mm dia pipes	RM RM	15 15			0.0038271261 0.0051028349
С	160mm dia pipes	RM	15			0.0078967424

BOQ CUM RATE SCHEDULE (PRICE BID)

ST NO	ITEM DESCRIPTION	иом	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
2208	Providing, laying light duty non pressure NP3 class RCC pipes with collars jointed with stiff mixture of cement mortar 1:2 including testing of joints etc all complete for following. (Cement for mortar shall be issued by BHEL free of cost)					
a	200mm dia	RM	65			0.0373715880
b c	300mm dia 450mm dia	RM RM	75 85			0.0742757677 0.1398008061
d	600mm dia	RM	65			0.1456486830
2209	Providing, laying light duty non pressure NP2 class RCC pipes with collars jointed with stiff mixture of cement mortar 1:2 including testing of joints etc complete for following. (Cement for mortar shall be issued by BHEL free of cost)					
a b	150mm dia 250mm dia	RM RM	65 100			0.0250819093 0.0506066267
С	300mm dia	RM	60			0.0373645593
A2211	Providing and fixing C.I Manhole heavy duty cover of size 600mmx600mm including frame from reputed manufacture confirming to IS:4111 etc all complete as per specification. Providing and fixing square mouth S.W Gully trap grade 'A' complete with CI grating, brick masonry	EACH	10			0.0865490695
2213	chamber(Clay Brickwork in 1:6 mortar, 12mm plaster in 1:6 mortar & 1:2:4 Cement Concrete) and water tight Cl cover with 300x300mm (inside). The weight of cover to be not less than 4.53 Kg and frame to be not less than 2.72 Kg etc all complete for following sizes: (Cement shall be issued by BHEL free of cost)					
a	100x100mm P or S Type.	EACH	2			0.0023068187
b A2214	150x100mm P or S Type. Providing and fixing C.I. floor traps with stainless steel grating etc all complete.	EACH EACH	3 5			0.0041202229 0.0060942905
2218	Providing and fixing white viterous urinal partitions of size 675x325x85mm all complete.	EACH	2			0.0036296197
2219	Providing and fixing eye and face drinking water fountain (combined unit with receptacle conforming to IS: 10592) all complete as per specification. Providing and fixing heavy duty cast iron pipes for above and below ground sanitory works with water tight	EACH	1			0.0078637075
2220	lead joint, fixing clamps, excavation, filling, disposal etc. all complete for the following.					
a	75mm dia pipes	RM	10			0.0108452812
b c	100mm dia pipes 150mm dia pipes	RM RM	10 5			0.0140081954 0.0100756388
2221	Providing, laying spun CI pipes with conforming to IS 1536 complete for following.(Excavation,backfilling,concrete to be paid seperately)					
a b	75mm dia 100mm dia	RM RM	10 10			0.0124337670 0.0166650433
С	150mm dia	RM	10			0.0246145009
d	200mm dia	RM	5			0.0180461825
A2225	Supply, laying and jointing sand cast iron pipe conforming to IS: 1729 including bends, branches and all other necessary fittings, M.S. holder bats/clamps, cutting and making good the walls and floors, jointing, testing et all complete for following.					
a	110mm dia pipes	RM	30			0.0311841957
b 2300	160mm dia pipes STRUCTURAL WORKS: Structural steel works including all labour, material (unless otherwise specified in BOQ/contract specification), equipments unless otherwise specified, transportation, handling etc. at all level as per specification, drawings and as directed by engineer - in - charge.	RM	50			0.0716470758
2301	Fabrication, erection and alignment of structural steel with mild steel rolled section / built up section / combination of both conforming to IS:2062, pipes conforming to IS:1161/ IS:1239, chequered plate conforming to IS:3052, mild steel rounds, monoralis, stays, safety chains, ladders, MS grating etc. in columns, beams, gantry girders, bunkers, silos, hoppers, roof trusses, portals, laced purlins, space frames, hangers, struts, monoralis, galleries, stiffeners, wall beams, sheeting runners, brackets, stub columns, bracings, cleats, trestles, base plates, spice plates, chequered plate flooring, decking and seal plates, steel frame gird over false ceiling, walkway platforms, ladders, stairs, stringers, treads, landings, hand-rails etc including 2 coats of red oxide zinc-chromate primer (one coat at shop and one coat after erection), connection design & preparation of fabrication drgs, collection of steel from stores, fabrication, straightening, cutting, bending, rolling, grinding, machining, drilling, welding, electrodes and other consumables, alignment, erection bolts & nuts (weight of rection bolts, nuts and welds not payable), assembly, edge preparation, preheating (min preheat and interpass temperature of 200 c for welding over 20 mm and upto 40 mm & 660 c for welding over 40 mm and upto 63 mm & 1100 c for thickness over 63 mm) & use of low hydrogen electrodes, post heating, testing of welders, inspection of welders, insupection of welder, sival inspection, and destructive and special testing, rectification adorrection of defective welding works, production test plate, inspection and testing, erection scheme, protection against damage in transit, stability of structures, installation of temporary structures, setting column bases, surface preparation by means of manual or mechanical power tools as per IS:1477 part 1, touch-painting, rectification and manual or mechanical power tools as per IS:1477 part 1, touch-painting, rectification, dismantling and removal of all temporary structures (weight of temporary	мт	22			0.4394623229
2302	Extra over ST NO. 2301 for blast cleaning of steel structures to near white metal surface (Sa 2 1/2) and applying epoxy based zinc phosphate primer in coats of minimum 25 micron (DFT) at shop and 25 micron (DFT) attractor, instead of primer coat of red oxide zinc-chromate, including touch-up painting etc all complete.	МТ	22			0.0742385156
2305	Providing and applying intermediate coat of epoxy based Titanium dioxide(TiO2) or Micaceous iron oxide (MIO) of minimum 75micron DFT on steel surfaces already having primer coats, topped with two coats opoxy based colour finish paint with minimum 70 micron total dry film thickness (DFT) of approved make and shade to achieve an even shade including further finishing with top coat of UV resistant (minimum 30 micron DFT) polyurethane of approved shade including protection and cleaning, scoffolding etc. all complete.	MT	22			0.0917582486
2700	RAIN WATER HARVESTING Making 250mm dia bore hole up to a maximum depth of 20 m below ground level in all types of rocks including all equipments, tools & plants, lowering casing pipes, bentonite slurry, removal of casing pipes etc. complete in all types of soil.	RM	40			0.0387943612
2702	Supply & fixing 150mm dia perforated PVC pipe ISI mark 6 Kg/cm2 with air vent at top as per the drawing & specification complete.	RM	12			0.0035728800
2703	Specification complete. Providing & fixing 150 dia PVC pipe ISI mark 6 Kg/cm2 as per specification.	RM	28			0.0083367207
2704	Supply & packing uniformly 6mm to 3mm size gravel in the bore hole surrounding the perforated PVC pipe.	CUM	2			0.0031486265
2705	Supply & packing uniformly downgraded 40mm size gravel at all depth in the well dug for rain water harvesting.	CUM	20			0.0323634590
2706	Supply & packing uniformly downgraded $$ 40mm size pebbles at all depth in the well $$ dug for rain water harvesting.	CUM	30			0.0485451895
	Supply & laying 300mm thick coarse sand layer at all depth in the well dug for rain water harvesting.					

PART-B						
	PROJECT: 2X800 MW NTPC LARA TPP STAGE II, RAIGARH, CHHATTISGARH STATE, INDIA					
	BOQ CUM RATE SCHEDULE (PRICE BID)					
	SCOPE OF WORK:- CIVIL & ARCHITECTURE WORKS OF SWITCHYARD FOR STAGE-I AND STAGE-II EXCLUDING RMC AT 2X800 MW NTPC LARA STPP STAGE II, RAIGARH, CHHATTISGARH STATE, INDIA					
ST NO	ITEM DESCRIPTION	иом	TOTAL QTY	RATES = TOTAL QUOTED PRICE * WEIGHTAGE / (QUANTITY * 100)	AMOUNT (INR) = RATE * QUANTITY	WEIGHTAGE IN % (UPTO 10 DECIMAL POINT)
2708	Supply & fixing Netlon jali/ PVT net in the well dug for rain water.	SQM	10			0.0016734759
	TOTAL AMOUNT					100

VOLUME-IB SPECIAL CONDITIONS OF CONTRACT (SCC)

CIVIL AND STRUCTURAL WORKS DOC. No.: BHEL:CPC:PMX: SCC:Rev 00 Dated 23-02-2024

BHARAT HEAVY ELECTRICALS LIMITED

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SPECIAL CONDITIONS OF CONTRACT (SCC)-Civil & Structural Chapter - I : General Intent of Specifications

1.0	INTENT OF THE SPECIFICATION
1.1	The intent of this specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation/Construction of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / price shall deem to be inclusive of all such contingencies.
1.2	The work shall conform to dimensions and tolerances given in various drawings and documents that will be provided during execution. If any portion of works is found to be defective in workmanship and not conforming to drawings / documents or other stipulations, the contractor shall dismantle and re-do the work duly replacing the defective materials at their own cost, failing which recoveries, as determined by BHEL, shall be effected from contractor's bills.
1.3	It is not the intent of this specification to specify herein all the details of construction, erection and commissioning. However, the system shall conform in all respects to high standards of quality and workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments is not in full accordance herewith.
1.4	The omission of specific reference to any construction, fabrication / erection or other method, equipment or material necessary for proper and efficient working of the plant shall not relieve the tenderer of the responsibility of providing such facilities to complete the work at quoted rates. Any mismatch/ defect found due to mistake in construction, fabrication / erection shall have to be rectified by the vendor free of cost. Inspection by BHEL/Customer does not relieve vendor of his responsibility of executing quality work.
1.5	The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The contractor should ensure proper planning and successful and timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter - I : General Intent of Specifications

1.6	Following shall be the minimum responsibility of contractor and have to be provided within finally accepted rates / prices.
1.6.1	Achieving Proper out-turn / Turn-over as per BHEL plan and commitment.
1.6.2	Completion of work as per BHEL Schedule. For this, the contractor, just after mobilization, has to submit detail work completion schedule along with their resource/T&P deployment plan in line with contract schedule for review/approval by BHEL/customer.
1.6.3	Good quality and accurate workmanship with good aesthetics value for the works done.
1.6.4	Repair and rectification.
1.6.5	Preservation / Re-conservation of all components/ structures during storage / erection / construction/ commissioning till handing over.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter - II: General Services to be rendered by the Bidder

2.0	GENERAL SERVICES TO BE RENDERED BY THE BIDDER
2.1	Services for construction, fabrication, and erection under the contract shall include but not be limited to the following:
2.2	Issuing materials from store / open yard from time to time for construction/ erection as per the construction programme. The Contractor shall be the custodian of all the materials issued till the structure/ plant/equipment is officially taken over by the owner / BHEL after satisfactory completion of work.
2.3	Transport of material to their respective places of construction / erection.
2.4	Deployment of all skilled and unskilled manpower required for construction/ erection, supervision of erection/ construction, watch & ward, commissioning and other services to be rendered under this specification.
2.5	Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the construction / erection work to be handled under scope of this specification except otherwise specified.
2.6	Supply of all consumables, e.g. welding electrodes, cleaning agents, diesel oil, lubricant etc. as well as materials required for temporary supports, scaffolding etc. as necessary for such construction / erection work, unless specified otherwise.
2.7	Providing support services for the contractor's staff e.g. construction of site offices, temporary stores, residential accommodation and transport to work site for personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required.
2.8	Maintaining proper documentation of all the site activities undertaken by the Contractor as per the Proforma mutually agreed with BHEL, Submission of monthly progress reports and any such document as and when desired by BHEL/owner, taking approval of all statutory authorities, Inspector of Explosives etc. as applicable for respective portions of work fall under the jurisdiction of such statutes of laws.
2.9	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter - III : General Technical Requirements (Codes and Standards)

3.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
3.1	Except where otherwise specified, the construction/ erection activity shall comply with the appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Bidder shall give all particulars and details as necessary, to enable BHEL to identify all material/ process in the same detail as would be possible had there been a Standard Specification.
3.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
3.3	In the event of any conflict between the codes and standards referred above, and the requirements of this specification, the requirements which are more stringent shall govern.
3.4	Tools used during construction/ erection shall not be accepted except with the specific approval of the Engineer.

4.0	OBLIGATIONS OF CONTRACTOR
4.1	CONSUMABLES & OTHER ITEMS
4.1.1	The contractor shall provide within finally accepted price / rates, all consumables (excepting those indicated in BHEL scope) like welding electrodes (including alloy steel and stainless steel), filler wires, TIG filler wires (over & above as supplied by the unit along with the plant materials, which will be given free of cost to bidder), gases (inert, welding, cutting), soldering material, dye penetrants, radiography films, etc. Other erection consumables such as tapes, jointing compound (As applicable), grease, mobile oil, M-seal, Araldite, petrol, CTC / other cleaning agents, grinding and cutting wheels are also to be provided by the contractor. Steel, packers, shims, wooden planks, scaffolding materials hardware items etc. required for temporary works such as supports, scaffoldings are to be arranged by the contractor. Sealing compounds, wooden/concrete sleepers, for temporary work, required for completion of work except those which are specifically supplied by manufacturing unit are also to be arranged by the contractor.
4.1.2	All the shims, gaskets and packing, which go finally as part of plant equipment, shall be supplied by BHEL free of cost.
4.1.3	It shall be the responsibility of the contractor to plan the activities and store sufficient quantity of consumables. Non-availability of any consumable materials or equivalent suggested by BHEL cannot be considered as reason for not attaining the required progress or for additional claim.
4.1.4	It shall be the responsibility of the contractor to obtain prior approval of BHEL, regarding suppliers, type of electrodes etc. before procurement of welding electrodes. On receipt of electrodes at site these shall be subjected to inspection and approval by BHEL. The contractor shall inform BHEL details regarding type of electrodes, batch number, date of expiry etc. and produce test certificate for each lot / batch with correlation of batch / lot number with respective test certificate. No electrode without a valid test certificate will to be used.
4.1.5	BHEL reserves the right to reject the use of any consumable including electrodes, gases, lubricants / special consumables if it is not found to be of the required standard / make / purity or when shelf life has expired. Contractor shall ensure display of shelf life on consumable wherever required and records maintained.

4.1.6	Storage of all consumables including welding electrodes shall be done as per requirement / instruction of the Engineer by the contractor at his cost.
4.1.7	In case of improper arrangement for procurement of any consumable, BHEL reserves the right to procure the same from any source and recover the cost from the Contractor's first subsequent bill at market value plus the departmental charges of BHEL from time to time. Postponement of such recovery is normally not permitted. The decision of Engineer in this regard shall be final and binding on the Contractor.
4.1.8	All charges on account of any kind of taxes and duties on materials obtained from any source for carrying out the works in the scope of the contractor shall be borne by the contractor.
4.2	TOOLS AND PLANTS / MONITORING AND MEASURING EQUIPMENT (MMEs)
4.2.1	T&Ps and MMEs to be provided by Contractor
4.2.1.1	All T&Ps and MMEs excepting those specifically indicated in BHEL scope are to be provided by the Contractor. Record of availability of T&Ps and MMEs with Valid Fitness/Calibration Certificate of T&P & MME's need to be submitted on monthly basis by contractor to site package in charge. Contractor has to make his own arrangement at his cost for completing the formalities (including arrangement of Road permits/ e-way bill, if any) if required with Tax authorities, for bringing their materials, plants and equipments at site for the execution of work under this contract.
4.2.1.2	All suitable cranes, lifting and transport equipments for material handling at stores/yard/siding of BHEL/Customer are included in scope. BHEL's cranes will not be available for this purpose unless otherwise specifically permitted as per contract conditions
4.2.1.3	All T&Ps to be deployed by the contractor shall have the approval of BHEL Engineer with regard to brand, quality and specification.
4.2.1.4	Indicative list of Major T&Ps in the scope of Contractor are given in the Technical Conditions of Contract. Bidders to note that these are only indicative and as such all other T&P necessary for timely and satisfactory completion of work in scope shall be mobilized by Contractor
4.2.1.5	Timely deployment of adequate T&Ps/MME's is the responsibility of the contractor. The contractor shall be prepared to augment the

	T&P/MME's at short notice to match the planned programme and to achieve the milestones.
4.2.1.6	Contractor shall maintain and operate his tools and plants in such a way that major breakdowns are avoided. In the event of major breakdown, contractor shall make alternative arrangements expeditiously so that the progress of work is not hampered.
4.2.1.7	In the event of contractor failing to arrange the required tools, plants, machinery, equipment, material or non-availability of the same owing to breakdown, BHEL can deploy own/hired/otherwise arrange 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.
	It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL/ BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of hire charges as fixed, subject to the conditions laid down by BHEL/ Customer from time to time. Unless paid in advance, such hire charges, if applicable, shall be recovered from contractor's bill/ security deposit or any other due payment in one instalment.
4.2.1.8	The T&P to be arranged by the contractor shall be in proper working condition and their operation shall not lead to unsafe condition. The movements of cranes, and other equipment should be such that no damage / breakage occurs to foundations, other equipments, material, property and men. All arrangements for the movement of the T&P etc. shall be the contractor's responsibility.
4.2.1.9	Use of welding generators / rectifiers only shall be permitted for welding. Use of welding transformers will be subject to specific approval of BHEL engineer.
4.2.1.10	The contractor at his cost shall carry out periodical testing of his construction equipment. Test and calibration certificates shall be furnished to BHEL.
4.2.1.11	Contractor shall ensure deployment of serviced and healthy T&Ps including cranes, lifting tackles, wire ropes, manila ropes, winches and slings etc. History card and maintenance records for major T&Ps will be maintained by the contractor and will be submitted to BHEL Engineer for inspection on monthly basis. Fitness certificate / Test Certificates of T&P shall have to be submitted before it is put in use.

	Identification for such T&Ps will be done as per BHEL Engineer's advice.
4.2.1.12	Contractor shall ensure deployment of reliable and calibrated MMEs (Inspection measuring and Monitoring equipment). The MMEs shall have test / calibration certificates from authorized / Government approved / accredited agencies traceable to National / International standards. Each MME shall have a label indicating calibration status i.e. date of calibration, calibration agency and due date for calibration. A list of such instruments deployed by contractor at site with its calibration status is to be submitted to BHEL Engineer on monthly basis in prescribed format for control.
4.2.1.13	Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MME so that work does not suffer when the particular instrument is sent for calibration. If any MMEs not found fit for use, BHEL shall have the right to stop the use of such item. It will be necessary for the contractor to deploy proper item. Any readings taken by the defective instrument will be recalled and repeat the readings taken by that instrument with a proper one. In case he fails to do so, BHEL may deploy MMEs and retake the readings at contractor's cost.
4.2.1.14	BHEL shall have lien on all T&P, MMEs and other equipment of the contractor brought to the site for the purpose of work awarded by BHEL. BHEL shall continue to hold the lien on all such items throughout the period of contract / extended period. The contractor and / or his sub-contractors, without the prior written approval of the Engineer, shall remove no material brought to the site for the purpose of work awarded by BHEL.
4.2.1.15	The month wise T&P deployment plan to execute the work is to be submitted as per relevant format as per the instruction of BHEL. It shall be the contractor's responsibility to deploy the required T&P, for timely and successful completion of the job, to any extent.
4.2.2	Obligations in respect of T&Ps and MMEs provided by BHEL
4.2.2.1	T&P / MMEs being provided by BHEL to sub-contractor free of hire charges shall be shared by other subcontractors working for BHEL at site and the allotment done by BHEL Engineer shall be final and binding.
4.2.2.2	BHEL T&P will be issued in basic assembled condition. Additional loose components / sub-assemblies / attachments as and when

	necessary, will be issued by BHEL. Assembly of such additional loose components/sub-assemblies/ attachments is in contractor's scope.
4.2.2.3	In case of non-availability of the T&Ps to be provided by BHEL due to breakdown, major overhauls, distribution pattern or any other reason, the contractor shall plan / amend / alter his activities to meet construction, erection / commissioning targets in consultation with BHEL.
4.2.2.4	Unless otherwise specified elsewhere in the contract, the contractor shall engage trained and experienced operators for the operation of BHEL's T&Ps. Their skill / performance will be checked by BHEL Engineer before they are allowed to operate the same. However, checking of skills by BHEL does not absolve the contractor of his responsibilities for proper and safe handling of equipment, consistent good performance of operators and regular performance evaluation of operators.
4.2.2.5	The day to day operation and maintenance of BHEL's T&Ps (Other than cranes) shall be carried out by contractor as per manufacturer's / BHEL's maintenance schedule at his cost. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for their operation. The contractor has to arrange for fixing of the spares; supervision in specialized cases will be provided by BHEL. BHEL supplied T&Ps shall be maintained in good working condition during the entire period of use. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for maintenance of major T&Ps. These shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion shall get the servicing / repair of equipment done 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. Further, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.
4.2.2.6	Increasing / shortening of the crane boom to suit work requirements shall have to be arranged by the indenting contractor at his cost including restoration to a state as directed by BHEL. All necessary manpower tools, support, consumables, illumination etc. will have to be arranged by contractor at his cost. If required, contractor has to return the crane with original boom.

4.2.2.7	The rate quoted shall be inclusive of cleaning the site of any vegetation, dressing and levelling etc., required for commencement of site activities. The rates shall also be inclusive of final micro grading before handing over. No separate payment will be made towards the same. However, in construction projects of this magnitude it is possible that all the areas / approaches may not be ready. In such cases backfilling of approaches where ever necessary, consolidation of ground and arrangement of sleepers / sand bag filling etc. for safe operation / movement of equipment including cranes / trailers etc. shall be the responsibility of the contractor at his cost. No compensation on this
4.2.2.8	In the event of contractor not using and maintaining BHEL T&Ps according to BHEL's instructions. BHEL will have the right to withdraw such item without any notice and no claim in this regard shall be entertained and contractor shall be responsible for delay in execution on this account.
4.2.2.9	The contractor shall furnish regular utilization report of the BHEL T&Ps, as per requirement of BHEL.
4.2.2.10	Any loss / damage to any part of BHEL T&Ps and MMEs shall be to the contractor's account and any expenditure on these accounts by BHEL will be recovered from the contractor's bill in case the contractor fails to make good the loss.
4.2.2.11	It shall be responsibility of the contractor to take delivery of T&Ps and MMEs from stores or place of use of other contractor at project site, transport the same to site and return the same to BHEL store / place as intimated by Engineer in project site in good working conditions after use.
4.2.2.12	The contractor shall return BHEL T&Ps and MMEs issued to him in good working condition as and when desired by BHEL (on completion or reduction of workload). If contractor delays return of T&P and MME, hire charges as applicable shall be levied by BHEL from time, it was requisitioned till the time of actual return.
	T&Ps and MMEs returned in damaged / unserviceable condition shall be got repaired by BHEL at its own discretion and entire cost of repair with BHEL overheads shall be recovered from the contractor.
4.2.2.13	Replacement cost including BHEL overheads in respect of irreparable / completely damaged / non return of T&Ps and MMEs shall be recovered from the contractor's running / final bills

4.2.2.14	Obligations in respect of Cranes provided by BHEL
a)	BHEL will make available the cranes (as per Technical Conditions of Contract) free of charge to the contractor on sharing basis mainly for the purposes enumerated/ indicated therein. BHEL cranes have to be shared with other agencies / contractors of BHEL. The allocation of cranes shall be the discretion of BHEL engineer, which shall be binding on the contractor.
b)	In case BHEL cranes /EOT (Electrically operated trolley) are covered under AMC awarded by BHEL, then the day-to-day upkeep and running maintenance as described above are excluded from scope. However, any additional helpers if any required during Preventive / Breakdown Maintenance, Assembly / disassembly shall be provided by contractor at no extra cost.
	BHEL may also provide cranes through crane hiring agencies in which case the day-to-day upkeep and running maintenance shall be excluded from scope of contractor.
c)	Minor consumables like cotton cloth, cotton waste, etc. is to be supplied by Contractor. All spares and lubricants/grease is excluded from scope. Contractor to give the requirements of these items well in advance in case the cranes provided by BHEL are BHEL owned cranes.
d)	Unless otherwise specified, trained operators for BHEL owned cranes shall be provided by the contractor. These operators should possess valid license for heavy vehicle.
e)	BHEL cranes /EOT (Electrically operated trolley) will be withdrawn for regular and capital maintenance as per the respective schedule of maintenance. As far as possible such schedules will be intimated to the contractor in advance and may be adjusted depending on the work requirements at site. However no claim whatsoever will be entertained on account of non-availability of cranes.
f)	Where the services of the cranes provided by BHEL are to be shared by other agencies / contractors of BHEL, the contractor's responsibilities defined above will also be apportioned accordingly to the beneficiary agency. Working arrangements in this regard will be done at site by BHEL engineer and in any case his decision shall be final and binding.
g)	Major breakdowns will be attended to by BHEL. However, in case of breakdowns or damages due to negligence of the contractor, the complete service / repair charges including cost of spares shall be to the account of the contractor, along with BHEL overheads.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter – V: Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.0	RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LABOUR, SUPERVISORY STAFF, ETC.
5.1	Refer relevant clauses of General Conditions of Contract (GCC) also in this regard
5.2	The contractor shall deploy all the necessary skilled/semiskilled/ unskilled labour including highly skilled workmen etc. These workmen should have previous experience on similar job. They shall hold valid certificates wherever necessary. BHEL reserves the right to insist on removal of any employee of the contractor at any time if he is found to be unsuitable and the contractor shall forthwith remove him.
5.3	Contractor shall also comply with the requirements of local authorities/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5.4	It is the responsibility of the contractor to engage his workmen in shifts and or on overtime basis for achieving the targets set by BHEL. This target may be set to suit BHEL's commitments to its customer or to advance date of completion of events or due to other reasons. Prior Information will be communicated by BHEL to contractor for arrangement of required manpower and T&P/MME's at no extra cost to BHEL. The decision of BHEL in regard to setting the construction, erection and commissioning targets will be final and binding on the contractor.
5.5	Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.
5.6	The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc. as per the requirement of BHEL/Customer
5.7	Contractor shall deduct the necessary amount towards Provident Fund and contribute equal amount as per Government of India laws. This amount will be deposited regularly to the provident Fund Commissioner. BHEL/Customer may insist for submission of the account code duly certified by PF Commissioner
5.8	Contractor may also be required to comply with provisions of ESI Act in vogue if applicable and submit evidence to BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter – V: Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.9	BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / Customer. Documentary proof of Labour wage payment with bank seal and sign should be submitted every month with RA Bill. All Labours should be provided with Labour ID Card as per format prescribed by Labour department. Contractor shall also provide monthly declaration for the current month regarding payment of wages, PF, ESI etc. payable to all the engaged workers as per existing labour laws and practice.	
5.10	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work. Refer Clause No. 2.4	
5.11	The contractor's supervisory staff shall execute the work in the most professional manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. They shall be responsible to ensure that the assembly and workmanship conform to dimensions and tolerances given in the drawings/instructions given by BHEL engineer from time to time.	
5.12	The supervisory staff employed by the contractor shall ensure propoutturn of work and discipline on the part of the labour put on the job by the contractor. Also in general they should see that the works are carried out a safe and proper manner and in coordination with other labour and statement of the supervisory staff employed directly by BHEL or other contractors of BHEL or BHEL's client	
5.13	It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours. Contractor shall also arrange deputation of required supervisors, safety officers and all necessary arrangements to the satisfaction of BHEL engineer for extended hour working/night shift working.	

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter – V: Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.

5.14	The actual deployment of Labour and Engineer / supervision staff by the			
	Contractor shall be so as to satisfy the construction, erection and			
	commissioning targets set by BHEL. If at any time, it is found that the			
	contractor is not in a position to deploy the required engineers / supervisors			
	/ workmen due to any reason, BHEL shall have the option to make			
	alternative arrangements 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.			
5 15	Contractor shall not doploy woman labour at night			

5.15 | Contractor shall not deploy women labour at night.

6.0	MATERIAL HANDLING, STORAGE AND PRESERVATION ETC
6.1s	MATERIAL HANDLING AND STORAGE
6.1.1	All the equipments/materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to pre assembly area / construction / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them. While drawing/lifting material from BHEL / customer stores, the contractor shall ensure that the balance / other materials are stacked back immediately. No claim is admissible on this account
6.1.2	While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard / shed, it shall be contractor's responsibility to assist BHEL in identifying materials well in time for construction / erection. They should take the delivery of the same, following the procedure indicated by BHEL, and transport the material safely to pre-assembly yard / construction / erection site in time, according to program.
6.1.3	The contractor shall take delivery of Construction material/ consumables (as specified in tender conditions) from storage area after getting the approval of BHEL Engineer on standard indent forms. All the construction material/consumables shall be handled carefully by contractor to prevent any damage or loss.
6.1.4	The contractor shall identify and deploy necessary Engineers / supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.
6.1.5	All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes / slings etc. shall be used for unloading / handling. Valid fitness/load test certificate need to be submitted before execution of erection/lifting/handling work. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored.
6.1.6	Contractor shall ensure that while lifting slings shall be put over the points indicated on the structure/ erection component or as indicated in the manufacturer's drawings. Slings / shackles of proper size shall be used for all lifting and rigging purposes. All care shall be taken to safe guard the structure/ erection component against any damage. Dragging of piping / erection component should be avoided. In case of any damage the cost shall be recovered from the contractor, for those structure/ erection component which are issued, stored, erected by contractor.

6.1.7	Approach road conditions from the stores / yards to the erection/construction site may not be equipped and ideal for smooth transportation of the material. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. The contractor may familiar himself with soil conditions at site.		
6.1.8	Contractor shall be responsible for examining all the plant and materials issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc. before they are moved out of the stores / storage area. The contractor shall be solely responsible for any shortages or damages in transit, handling, storage, theft and erection of the material once received by him. Materials once taken over will be deemed to have been received in good condition and in correct quantities except for intrinsic defects which cannot be observed by visual and dimensional inspection and weighing. As the construction / erection work will be spread in different areas / locations of the project, contractor has to arrange sufficient number of watch / ward personal to avoid any pilferage of materials which are under custody of the contractor.		
6.1.9	The contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of construction / erection and keep such record open for the inspection of the engineer at any time.		
6.1.10	All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be stacked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.		
6.1.11	If the material belonging to the contractor are stored in area other than those earmarked for his operation, BHEL has the right to get it moved to the area earmarked for the contractor 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.		
6.1.12	The contractor shall be responsible for making suitable indoor storage facilities to store all material & equipment (drawn by the contractor from BHEL / customer stores), which require indoor storage till the time of their utilization. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage, and the contractor shall comply with Engineer's decision.		

6.1.13	All materials issued by BHEL shall be utilized as directed by Engineer-in-Charge or most economically in the absence of such direction. The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc. are returned to BHEL at a place in project area identified by the Engineer. The contractor will maintain an account for all items received and returned to BHEL. Any shortage in returning such items shall be chargeable to the contractor except allowable wastage as specified in SCC/TCC.		
6.1.14	The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the stores as directed by the concerned BHEL engineer.		
6.1.15	It shall be the responsibility of the contractor to keep the work / storage areas in neat, tidy and working conditions. All surplus/unusable packing and other materials shall be removed and deposited at location(s) specified by BHEL within the project premises. If required weighing of the same within the project premises will have to be carried out.		
6.2	PRESERVATION OF COMPONENTS		
6.2.1	After taking delivery from BHEL / customer's stores, plant materials storage shall be subjected to the following protection besides other provisions indicated in these specifications elsewhere.		
6.2.1.1	Items stored outdoors shall be stacked up at least six inches (6") off the ground. Items should not be stored in a low lying area where water logging is a possibility. Contractor should have sufficient numbers of wooden / concrete / steel sleepers for the job.		
6.2.1.2	Insulation materials shall be stored indoors or otherwise protected against getting wet/ damaged, using suitable measures and should be protected from direct rain.		
6.2.2	The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts then and there for their protection.		
6.2.3	Any failure on the part of contractor to carry out works according to above clauses will entail BHEL to carry out the job from any other party and recover the cost from contractor.		

6.3	HANDLING OF MATERIALS ISSUED BY BHEL:	
6.3.1	Materials shall be issued by BHEL based on the weighment basis/linear measurements & sectional weight. However, on specific request of the contractor "as a special case to expedite the job" the consignment received at BHEL stores can directly be diverted to the work site following issuance procedure of BHEL. Quantity of such direct issues shall be as per the Challan/dispatch document/LR received with the consignment. In such cases, Contractor shall do unloading of materials from trucks/lorry at their own cost.	
All materials issued by BHEL shall be stacked, stored above group by use of concrete or wooden sleepers. No materials shall reaground at any time. All concrete or wooden sleepers required for the materials shall be arranged by contractor (successful bidder package) at his own cost within the quoted rates. All other equipm winches, D-Shackles, slings of various sizes, max puller, pulley jacks, trucks, trailers etc. required for such handling of steel from stores/storage yard etc. shall be arranged by contractor quoted/accepted rates.		
	All materials stored by contractor shall be in accordance to standards/specifications and instruction of BHEL. Utilization of these material shall also be done in such a manner so that wastage on account of long storage/storage beyond shelf life can be avoided. Any loss/damage of material on this account will be attributable to the contractor.	

6.3.3	The contractor shall take delivery of the materials from the designated				
	place within the project premises at his own cost and store the same at his stores as per standard norms. Open land for such purposes as available				
	shall be provided by BHEL on free of cost basis. Temporary barbed w				
	fencing of the open storage yard is to be done by the contractor and				
	included under the scope of his work. Contractor shall also remove gras				
	bushes, trees etc. wherever required off the land provided to him and s				
	make proper continuous up keeping of the open yard /land by removing grass, bushes trees etc. and same is included under the scope of his work				
	& No extra payment shall be made to the contractor in this regard. The				
	bidder shall make complete arrangement of necessary security personne				
	to safeguard all such materials in his custody. Materials issued will be used				
	only for construction of permanent works. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage				
	and weathering. Excessive rusting of steel in custody of agency/contractor				
	must be avoided. In case, due to any cause attributable to the				
	contractor, such rusting of steel occurs rendering the same unusable,				
	contractor, such rusting of steel occurs rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.				
634	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.				
6.3.4	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL:				
	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis:				
	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT)				
	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT) ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT)				
	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT)				
6.3.4.1	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT) ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT) iii. MS Rails: Weighment Basis (Unit-MT) iv. Titanium Plates: Weighment basis (Unit – MT) All the steel (structural, reinforcement, earthing rod/GI flats, GI foundation				
6.3.4.1	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT) ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT) iii. MS Rails: Weighment Basis (Unit-MT) iv. Titanium Plates: Weighment basis (Unit – MT) All the steel (structural, reinforcement, earthing rod/GI flats, GI foundation bolts, etc.) issued by BHEL shall be properly accounted for. The total				
6.3.4.1	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT) ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT) iii. MS Rails: Weighment Basis (Unit-MT) iv. Titanium Plates: Weighment basis (Unit – MT) All the steel (structural, reinforcement, earthing rod/GI flats, GI foundation bolts, etc.) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved				
6.3.4.1	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT) ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT) iii. MS Rails: Weighment Basis (Unit-MT) iv. Titanium Plates: Weighment basis (Unit – MT) All the steel (structural, reinforcement, earthing rod/GI flats, GI foundation bolts, etc.) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and lugs etc. The measurement for payment as well as for accounting shall be				
6.3.4.1	then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender. ISSUE OF STEEL: The steel shall be issued to the contractor on the following basis: i. Structural Steel: Weighment basis (Unit – MT) ii. Reinforcement Steel and Earthing Rod: Weighment basis (Unit-MT) iii. MS Rails: Weighment Basis (Unit-MT) iv. Titanium Plates: Weighment basis (Unit – MT) All the steel (structural, reinforcement, earthing rod/Gl flats, Gl foundation bolts, etc.) issued by BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, fabrication drawings, approved laps, chairs and				

6.3.4.3	Sr No	Name of Standard	Name of Section
	1	IS: 808-1964	Beams, Channels and Angles
	2	IS: 1730-1961	Plates, Sheets and Strips/Flats
	3	BS4-1: 1993	UB/UC sections
	4	IS: 12778/equivalence with EN-19-57	For NPB sections
	5	IS: 12778/equivalence with EN-53-62	For HE/WPB sections
	6	IS: 1786 or grade -1 of IS432 (Part-I)	Rounds including deformed high yield strength bars.
	7.	IS:4923-1997	Hollow section
		any such sectional weights are s, the manufacturer recommenda	
6.3.4.4	sections a bound to a	issued to the contractor shall be as received from the supplier. How accept the steel in length as available extra payment because of issued.	wever, the contractor shall be ble in the project stores and no
	The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by the contractor from BHEL stores.		
6.3.4.6			
6.3.4.7	•	all ensure that no lamination mate	erial is taken over by them from
	The contractor must note that cement and steel required for the contractor's enabling job like store/ site office/batching plant/temporary woks etc. shall be arranged by the contractor at his own cost.		plant/temporary woks etc. shall
	-	ary structures constructed/installe red as per instruction of BHEL	d/erected are to be dismantled

6.3.4.8	before Three month from requirement. Any delay in raising the requirement of these item leading to delay in placement of order, will be Contractor responsibility and its attributable delay in construction /erection will be responsibility of Bidder only.		
6.4	RETURN OF MATERIALS (BHEL Free Issued Material)		
6.4.1	Return of Cement: Sealed cement bags remaining unused and in perfectly good condition at the time of completion or termination of the contract shall be returned promptly, (within 15 days from assessment) if BHEL/ engineer is satisfied of the physical condition of the cement. Return of such cement to the project stores / place as identified within the project area by engineer/BHEL will not entitle contractor to handling and incidental charges. Surplus sealed and good conditioned cement bags will be taken back on weighment basis. Loose Cement remaining in Cement Silos will not be taken by BHEL.		
6.4.2	Return of Reinforcement Steel and Structural Steel including Scrap: All surplus steel and all wastage materials will be taken back on weighment basis. Surplus, unused and untampered steel shall be sorted section-wise and returned separately at a place directed by BHEL/Engineer within the project area. For return of such materials, contractor will not be entitled to any handling and incidental charges. All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be promptly returned to the stores and a receipt obtained for material accounting purposes. Scrap for reinforcement steel and structural steel shall be returned separately.		
6.4.3	Scrap and Serviceable Materials:		
6.4.3.1	All structural steel of length above 2 Meter except M.S Plate shall be considered as serviceable materials provided the materials is in good and acceptable condition. Structural steel in length less than 2 Meter Shall be treated as scrap.		
6.4.3.2	Plates having both side greater than 1 Meter OR if any side is less than 1 Meter but greater than 0.5 Meter and the total area is equal or greater than 2 sq. Meter shall be considered as serviceable material .		
6.4.3.3	All pipe measuring 2 Meter and above in length shall be treated serviceable materials provided they are in good and acceptable condition. Pipe in less than 2 Meter length shall be treated as Scrap.		
6.4.3.4	All TMT measuring 3 Meter and above in length shall be treated as serviceable material provided they are in good acceptable condition. TMT in less than 3 Meter shall be treated as scrap.		

6.4.4	Cement, St	eel Consumption and wastage:	
6.4.4.1		Sement Consumption: The theoretical consumption of cement shall be based on the following:	
6.4.4.2	b. For nor or as ap c. For iter BHEL, cement consum (DSR) of con contract d. Actual returned cement	 a. For design mix concrete as per approved design mix. b. For nominal mix concrete work, as per minimum cement as specified or as approved by engineer-in-charge. c. For item of works, where volume mix is permitted in writing by the BHEL, for masonry works, plaster other miscellaneous items, the cement consumption shall be governed by the "Statement of cement consumption" attached to the latest version of Delhi Schedule of Rates (DSR) unless otherwise specified in the specifications or the drawing of contract or mutually agreed by engineer-in-charge and the contractor. d. Actual consumption = Issue – Surplus/ unused quantity of cement returned in good condition by the contractor to store. (No sweep cement will be taken back by BHEL). 	
	 a. Allowable wastage: One and half percent (+1.5%) of theoretical consumption of cement. b. For any material issued by BHEL to the contractor free of cost, and which is not accounted for by the contractor to BHEL, then recover for such material shall be affected at penal rates. 		tor free of cost, and HEL, then recovery
	SI no.	Cement consumption	Basis of issue & penal recovery
	C1	Theoretical consumption (without considering any wastage or loss).	Free
	C2	Actual consumption being Limited to one and half percent (+1.5%) of aforesaid theoretical consumption towards allowable wastage.	Free
	C3	Actual consumption beyond one and half percent (+1.5%) of above (C1).	Penal rate

6.4.4.3 Reinforcement Steel, MS earthing rod, GI gratings, Foundation bolts and MS Rails Consumption

The theoretical consumption of various sections and/or diameter of reinforcement and earthing rod steel shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- **a.** Actual consumption = Issue Surplus.
- **b.** Surplus = un-tampered, unused, uncut QTY of steel **including serviceable material** returned by the contractor to BHEL store along-with relevant documents.
- **c.** Wastage = Actual consumption Theoretical consumption.

6.4.4.4 Reinforcement Steel, MS earthing rod, Foundation bolts and MS Rails Wastage

a. Allowable Wastage: (+3%) of the theoretical consumption shall be considered as allowable wastage.

Wastage and scrap shall be as per actual weighment basis.		
SI. no.	Reinforcement steel & MS earthing rod	Basis of issue & penal recovery
R1	Theoretical consumption (without considering wastage and scrap or loss)	Free
R2a	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage and returned to BHEL Store.	Free
R2b	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R1) towards allowable wastage but not returned to BHEL Store.	Penal Rate
R3	Wastage beyond THREE percent (+3%) of the theoretical consumption above (R1).	Penal rate

6.4.4.5 Structural Steel (Rolled Sections and Plates etc.) Consumption

The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard. No extra shall payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.

- **a.** Actual consumption = Issue Surplus.
- **b.** Surplus = un-tempered, unused, uncut quantity of steel **including serviceable material** returned by the contractor to BHEL store.
- **c.** Wastage = Actual consumption Theoretical consumption.

6.4.4.6 | Structural Steel Wastage

a. Allowable wastage: 4% (FOUR percent) of the theoretical consumption shall be considered as wastage. Wastage shall be considered as cut pieces and scrap material, measured as per actual weighment basis. Invisible wastage, if any, shall be considered to be included in the specified 4 % allowable wastage.

SI no	Structural steel including SS plate	Basis of issue & penal Recovery
S1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg.	Free
S2a	Wastage limited to plus four percent (+4%) of aforesaid theoretical consumption (S1) towards allowable wastage (including invisible wastage limited to 0.5%) and return to BHEL Store.	Free
S2b	Wastage limited to plus four percent (+4%) of aforesaid theoretical consumption (S1) towards allowable wastage (including invisible wastage limited to 0.5%) but not returned to BHEL Store.	Penal Rate
S3	Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S1).	Penal rate

6.4.4.7 **Reconciliation of Materials:**

- **a.** The contractor shall submit a reconciliation statement of cement and steel issued to the contractor with each RA Bill.
- **b.** At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of BHEL certifying that the balance material is available in the contractor custody at site.
- **c.** At the time of submission of bills, if it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then, BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.
- d. If at any point of time, BHEL finds there is a difference in physical and theoretical balance, where the contractor fails to provide necessary reconciliation, the decision of penal recovery/withhold of amount at penal rate by BHEL shall be final and binding to the contractor till proper records are submitted to and verified by BHEL.
- **e.** The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter – VII: Drawings and Documents

7.0	DRAWINGS AND DOCUMENTS
7.1	The detailed drawings/revised drawings/documents, specifications available with BHEL engineers will be made available to the contractor during execution of work at site. The contractor will also ensure availability of all drawings / documents at work place. Contractor to ensure that hard/soft copies of the drawings not be forwarded and transmitted in any form detrimental to the interest of BHEL.
	BHEL can issue hard copy or soft copy of the drawings as available. It shall be the responsibility of the contractor to provide print outs for additional copies to site as per requirement.
7.2	Necessary drawings to carry out the construction/ erection work will be furnished to the contractor by BHEL on loan, which shall be returned to BHEL Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents.
7.3	The contractor shall maintain a record of all drawings and documents available with him in a register as per format given by BHEL Engineer. Contractor shall ensure use of pertinent drawings / data / documents and removal of obsolete ones from work place and returning to BHEL.
7.4	The data furnished in various annexure enclosed with this tender specification are only approximate and for guidance. However, the change in the design and in the quantity may occur as is usual in any such large scale of work. The contractors quoted rates shall be inclusive of the above factor.
7.5	Should any error or ambiguity be discovered in the specification or information the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
7.6	Deviation from design dimensions should not exceed permissible limit. The contractor shall not correct or alter any dimension / details, without specific approval of BHEL.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter – VIII: Inspection and Quality

8.0	INSPECTION AND QUALITY
8.1	Inspection, Quality Assurance, Quality Control
8.1.1	Preparation of quality assurance log sheets as per approved FQP and protocols with customer / consultants / statutory authority, welding logs, NDE records, testing & calibration records and other quality control and quality assurance documentation as per BHEL engineer's instructions, is within the scope of work / specification. These records shall be submitted to BHEL / customer for approval from time to time.
8.1.2	The protocols between contractor and customer / BHEL shall be made prior to installation for correctness of foundations, materials, procedures, at each stage of installation, generally as per the requirement of customer / BHEL. This is necessary to ensure elimination of errors or keeping them within tolerable limits and to avoid accumulation and multiplication of errors.
8.1.3	A daily log book should be maintained by every supervisor / engineer of contractor on the job in duplicate (one for BHEL and one for contractor) for detailing and incorporating alignment/clearance / centering / leveling readings and inspection details of various construction/ erection activities etc.
	High pressure welding details like serial number of weld joints, welders name, date of welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions.
	Record of radiography containing details like serial number of weld joints, date of radiography, repairs, if any, re-shots etc. shall also be maintained as per BHEL Engineer's instructions.
	Record of heat treatments performed shall be maintained as prescribed by BHEL
8.1.4	The performance of welders will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be furnished periodically furnished for scrutiny of BHEL's Engineer. Corrective action as informed by BHEL shall be taken in respect of those welders not conforming to these standards. This may include removal/discontinuance of concerned welder(s). Contractor shall arrange for the alternate welders immediately
8.1.5	All the welders shall carry identity cards as per the Proforma prescribed by BHEL / Customer / Consultant. Only welders duly authorized by BHEL / customer / consultant shall be engaged on the work.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter – VIII: Inspection and Quality

8.1.6	Contractor shall provide all the Measuring Monitoring Equipments (MMEs) required for completion of the work satisfactorily. These MMEs shall be of brand, quality and accuracy specified by BHEL Engineer and should have necessary calibration and other certificates as per the requirement of BHEL Engineer. Decision of BHEL Engineer regarding acceptance or otherwise of the measuring instruments / gauges / tools for the work under this specification, is final and binding on the contractor. BHEL may give an indicative list of MMEs required for this work and to be made available by the contractor. The list will be reviewed by BHEL and the contractor shall meet any augmentation needed wherever required.
8.1.7	It is the responsibility of the contractor to prove the accuracy of the testing / measuring / calibrating equipments brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.
8.1.9	BHEL, Power Sector Regions (PSNR / PSER / PSWR / PSSR) have already been accredited with ISO 9001 certification and as such this work is subject to various audits to meet ISO 9001 requirements. One particular aspect which needs special mention is about arrangement of calibration of instruments by the contractor. Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipments). The MMEs shall have test / calibration certificates from authorized / Government approved / Accredited agencies traceable to National / International Standards. Re-testing / re-calibration shall also be arranged at regular intervals during the period of use as advised by BHEL Engineer within the contract price. The contractor will also have alternate arrangements for such MMEs so that work does not suffer when the particular equipment / instrument is sent for calibration. Also if any MMEs not found fit for use, BHEL shall have the right to stop the use of such item and instruct the contractor to deploy proper item and recall i.e. repeat the readings taken by that instrument, failing which BHEL may deploy MME and retake the readings at Contractor's cost.
8.1.10	Re-work necessitated on account of use of invalid MMEs shall be entirely to the contractor's account. He shall be responsible to take all corrective actions, including resource augmentation if any, as specified by BHEL to make-up for the loss of time.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter – VIII: Inspection and Quality

8.1.11	In the courses of construction / erection, it may become necessary to carry repeated checks of the work with instruments recently calibrated, re-calibrated. BHEL may counter / finally check the measurements with their own MMEs. Contractor shall render all assistance in conduct of such counter / final measurements.
8.1.12	Total Quality is the watchword of the work and Contractor shall strive to achieve the Quality Standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and Quality Standards.
8.2	Stage Inspection By FES / QA Engineers
8.2.1	Stage inspection of any work, if required as per BHEL/Customer, shall be arranged by Contractor without any additional cost implication.
8.3	The Quality Management System of BHEL, Power Sector Regions (PSNR / PSER / PSWR / PSSR) have already been certified and accredited under ISO 9002 standards in this regard. The basic philosophy of the Quality Management System is to define the organizational responsibility, work as per documented procedures, verify the output with respect to acceptance norms, identify the non-conforming product / procedure and take corrective action for removal of non-conformance specifying the steps for avoiding recurrence of such non-conformities, & maintain the relevant quality records. The non-conformities are to be identified through the conduct of periodical audit of implementation of quality systems at various locations/stages of work. Suppliers / vendors of various products / services contributing in the work are also considered as part of the quality management system. As such the contractor is expected not only to conform to the quality management system of BHEL but also it is desirable that they themselves are accredited under any quality management system standard.
8.4	Field Quality Assurance
8.4.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) as revised from time to time. Total quality shall be the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He shall follow all the instructions as per BHEL drawings and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter-IX: Health, Safety & Environment Obligations

9.0	OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT / QUALITY ASSURANCE PROGRAMME: BHEL, Power Sector Regions (PSNR / ER / WR / SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001: 2015 & ISO 45001:2018) and therefore Contractor also shall organize / plan/ perform all their activities to meet with the applicable requirements of these standards.
9.1	HSE (Health, safety & Environment): Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the "HSE Plan for Site Operations by Subcontractor" for 2X800 MW LARA STP PROJECT (Document No. HSEP: 14 Rev 00 dated 16.11.2023) and any other document issued along with the tender. In case of any ambiguity between these two documents, more stringent clause(s) of the two, as decided by BHEL will be followed.

SPECIAL CONDITIONS OF CONTRACT (SCC)- Civil & Structural Chapter-X: RA Bill Payments

10.0	RA Bill Payments
10.1	The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
10.2	Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
10.3	Release of payment in each running bill including PVC Bills where ever applicable will be as per stages of progressive pro rata payments.
10.4	The contractor will be eligible for payment of RA Bills within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile. All documents like HR Clearance, Quality and Safety Compliances etc. required for processing the RA Bills should be submitted along with RA Bills.
10.5	BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.
	Note: BHEL may also choose to release payment by other alternative modes as applicable
10.6	Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.



General Conditions of Contract (GCC)

POWER SECTOR - HEAD QUARTERS
CENTRAL PROCUREMENT CELL

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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal. 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 of the technical aspect, the scope of work etc., he shall at once, 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 specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may mark their presence online through provisions available in e-procurement portal.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through eprocurement system about the date and time of 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.

The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and 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. Tenderers are requested to refer the clauses of NIT/Vol-II "Price Bid" for more details. 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 **Price Bid opening**: During opening of price bids, 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.
- 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. (Guidelines as available on www.bhel.com on "supplier registration page".).

1.5 QUALIFICATION OF TENDERERS

- Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of **debarred firms** is available on BHEL web site www.bhel.com. (Refer clause 28.0 of NIT).
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6. 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.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
 - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
 - b. However, if the same is on account of subletting part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- In case the qualifying experience is claimed by private organizations (sub-agency) based on 'Work Order' and 'Experience Certificates' from a non-BHEL organization (main agency), then it shall be the responsibility of sub-agency to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail or through letter/e-mail.
- vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects for the current tender.

1.7. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

i) INCOME TAX PERMANENT ACCOUNT NUMBER

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.

ii) ORGANIZATION CHART

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

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

iv) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN and place & nature of business.

v) IN CASE OF PARTNERSHIP FIRM:

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be enclosed.

vi) IN CASE OF COMPANIES:

- a) 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).
- b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.

1.9 EARNEST MONEY DEPOSIT

- 1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
 - i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
 - ii) The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
 - d) Fixed Deposit Receipt (FDR) 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) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission
 - e) Insurance Surety Bonds

- iii) In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
- iv) No other form of EMD remittance shall be acceptable to BHEL.
- v) Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.
- 1.9.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:
 - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.
 - EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- 1.9.3 EMD shall not carry any interest.
- 1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- 1.9.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of the Security Deposit.

1.10 SECURITY DEPOSIT

- 1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 1.10.2 The security Deposit should be furnished before start of the work by the contractor.
- 1.10.3 The required Security Deposit 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) 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).

- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) 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).
- vi) Insurance Surety Bonds.

Note:

- i. 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.
- ii. 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 before submission of first bill
- 1.10.4 The Security Deposit shall not carry any interest.
- 1.10.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
 - i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
 - iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.
- 1.10.6 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.
- 1.10.7 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.

1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

1.12 BANK GUARANTEES

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

be complied with

- Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. 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 the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- 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 submitted to Subcontracting Department of CPC (Central Procurement Cell) PSHQ of BHEL unless specified otherwise in TCC.

1.13 VALIDITY OF OFFER

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

1.14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time 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 BHEL.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor 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.

- 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.
- 1.15.2 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.
- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) 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 not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.
- 1.15.4 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.
- 1.15.5 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. BHEL 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.
- 1.15.6 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.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 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 of the fact as per specified format, 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.
- 1.15.9 The successful tenderer (Contractor) should not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.15.10 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.
- 1.15.11 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-1 party, then the awarded price i.e. contract value shall be worked out after

considering the discount so offered.

1.15.12 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.

1.16 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

Further, the new entity has to intimate BHEL in writing that they will honor all the earlier commitments in respect of the subject contract.

CHAPTER-2

- 2.1 **<u>DEFINITION:</u>** 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 Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI 110 049, or its CPC (Central Procurement Cell) -PSHQ (inviting tenders) or its Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii) "EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective Power Sector Region.
- iii) "COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf 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 at Site or at the Headquarters of the respective Power Sector Regions.
- v) "SITE" shall mean the places or place at which the plants/equipments 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 equipments 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 Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to 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 /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/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 or amendment thereof.
- 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, Corrigendums, 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/ AWARD" shall mean the intimation by a Letter/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 equipments covered by the contract.
- xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals 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 equipments 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 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) 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
- xxvii) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxviii) "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.
- xxix) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
- xxx) "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- xxxi) "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.

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. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at Nagpur for PSWR, shall alone have exclusive jurisdiction in regard to all matters in respect of the 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 **Email/Registered Post/Speed Post 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/Region under the terms of the Contract shall be served by sending the same by post to 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.

2.5 COMMENCEMENT OF WORK

- **2.5.1** The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.
- 2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA 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.
- **2.5.3** 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 e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- 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, along with statutory documents, 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.

In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

2.7.2 Breach of Contract, Remedies and Termination

- **2.7.2.1** 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:
 - 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.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 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.
- iv). Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL in writing.
- v). Strike or Lockout declared is not settled within a period of one month.
- 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.
- viii). Non-compliance to any contractual condition or any other default attributable to Contractor.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract= X
- iii). Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. T2=[1-(X/Y)] x T1
- v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2 Remedies in case of Breach of Contract is established

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:

- (a) In case the value of Security Deposit & 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 against the same contract etc.
- (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.
- (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:
- 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.
- iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

Note:

- 1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.
- 2) If tendering is done for the balance work, the defaulted contractor shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work. Defaulted Contractor will include:
- (a) In case defaulted contractor is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.
- 2.7.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, 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.
- 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 in the following manner:
 - a) Recovery will include overhead of 5% for repeat instances of similar default;
 - b) With interest as mentioned elsewhere in the GCC for the amount for which recovery is not possible through the unpaid RA Bill available with BHEL.
- 2.7.6 While every endeavor will be made by BHEL to this end, they (BHEL) 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 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:
 - i) suspension of work(s) at a Project either by BHEL or Customer,
 - 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

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. 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 on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:
 - a) The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
 - b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
 - c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

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 (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

2.7.9 LIQUIDATED DAMAGES/PENALTY

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 alone, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out. 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 solely attributable to contractor and recoverable from the dues payable to the contractor.

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period for which LD is applicable shall be worked out based on portion of time extension granted solely attributable to contractor at the end of the contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Manday rate basis, Supplementary/ Additional Items and PVC.

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** As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.
- 2.8.2 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.
- 2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
- 2.8.4 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.
- **2.8.5** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- **2.8.6** While BHEL would pay the inspection fees and Registration fees of Boiler/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.
- **2.8.7** 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.
- **2.8.8** The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- **2.8.9** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- **2.8.10** 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.
- **2.8.11** All the properties/equipments/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.

- 2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/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.
- 2.8.13 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.
- **2.8.14** 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.
- **2.8.15** The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16 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.

2.8.17 The contractor will be directly responsible for payment of wages to his workmen. 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, if so called for.

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

2.8.18 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.

- **2.8.19** 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.
- **2.8.20** 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.
- **2.8.21** 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.
- 2.8.22 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.
- 2.8.23 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.
- 2.8.24 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.
- **2.8.25** For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

- c) Compensation in respect of each of the victims:
- i. In the event of death or permanent disability resulting from Loss of both limbs:

Rs. 10,00,000/- (Rs. Ten Lakh).

- ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
- **2.8.26** Contractor shall be fully responsible for their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

2.9 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

2.9.1 A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by 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-à-vis this jointly agreed programme.

Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.

Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.

Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month.

BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.

Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)

Provided, this requirement is reflected in the rolling quarterly plan two months in advance.

If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1.

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 (i.e. Form F-14). 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
- 2.9.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

2.10 TIME OF COMPLETION

- **2.10.1** 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** Time being the essence of the contract, 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 F-14 formats, 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 under Clause 2.7.2 of GCC i.e. Breach of Contract. Remedies and Termination.
- **2.11.4** Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.

2.12 OVERRUN COMPENSATION - Not Applicable

2.13 SECURED RECOVERABLE ADVANCES:

2.13.1 INTEREST FREE MOBILIZATION ADVANCE: Competent Authority of BHEL may approve proposals for payment of Interest Free Secured Mobilization Advance (limited to a maximum of 5% of the Contract Value) only in Installation Works in Power Plants under exceptional circumstances.

Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major

resource mobilization in the beginning of the contract, as specified in the TCC, in three or more instalments with the value of any instalment not more than 2.5% of the Contract Value. The next instalment will be due only on completion of the activities linked to the previous instalment.

Each such instalment is to be secured through BG of 100% of the instalment amount.

Recovery of Interest Free Secured Advance shall be made @ 10% of Running Bill Amount. As and when the total recovered amount exceeds any of the BG value submitted against the advance, that BG shall be returned.

In any case, Interest Free Advance shall be fully recovered by the time the contract reaches 50% of the original contract period either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount.

2.13.2 INTEREST BEARING ADVANCE:

2.13.2.1 INTEREST BEARING MOBILIZATION ADVANCE: Competent authority may also approve need based Interest Bearing Mobilization advance after a certification from the Contractor for having achieved a financial progress of 10% of the original contract price. However, the total mobilization

advance (including Interest Free Mobilization Advance) shall not exceed 10% of the Contract Value. Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.

2.13.2.2 INTEREST BEARING SECURED ADDITIONAL INTERIM ADVANCE: In exceptional circumstances, with due justification, Competent Authority of BHEL may approve proposals for payment of additional interim interest bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation. Contractor shall establish the utilization of advance drawn in the form of Utilization Certificate before the release of next instalment.

Bank Guarantee shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required. Unadjusted amount of advances (including Interest Free Mobilization Advance) paid shall not exceed 10% of the total contract value at any point of time.

NOTES for INTEREST BEARING ADVANCE:

- (a) Recovery of Interest Bearing Advances shall be made from the Running Bills progressively. Recovery rate per month for Interest Bearing Advances shall be the sum of:
- i) Not less than 10% of Running Bill amount
- ii) Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts
- (b) In any case, Interest Bearing Advance shall be fully recovered by the time the contractor's billing reaches 90% of contract value either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount along with interest.

- (c) Payment and recovery of any of the above advance(s) shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.
- (d) The rate of interest applicable for the above advances shall be the repo rate prevailing on the date of release of advance plus 4%, and such rate will remain fixed till the total advance amount is recovered.
- (e) Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration whichever is earlier. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount, valid for at least one year or the remaining recovery duration whichever is earlier. For each advance, the Contractor will be allowed to submit more than one BG so that the BGs can be returned progressively based on recovered amount. In case, the Contractor prefers to submit single BG against an advance, the amount of BG may be progressively reduced by the amount repaid by the Contractor.
- (f) BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement.

2.13.3 SECURED ADVANCE AGAINST MATERIAL BROUGHT TO SITE:

Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75% of Invoice value, or the 75% of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 days and subject to the stipulations, as mentioned below:

- (i) Contractor shall obtain prior permission of Engineer-in-charge before procurement of materials against which advance is being sought. Engineer-in-charge shall ensure formal approval of Construction Manager before communicating the permission to Contractor.
- (ii) Secured advance shall not be allowed/ payable for materials procured by Contractor before the date of such permission.
- (iii) Secured Advance shall be allowed only once against a single invoice. Multiple Secured Advance against single invoice is not allowed.
- (iv) Secured advance against materials shall be paid only against non-perishable items. Engineer-in-charge to ensure that such items are adequately covered under insurance cover (to be taken by the Contractor if not covered under BHEL Insurance Policy).
- (v) At any point of time, the unadjusted secured payments against material brought to site shall not be more than 5% of the Contract Value.
- (vi) The advance will be repaid from each succeeding Running bill(s) to the extent materials for which advance has been previously paid have been incorporated into the works. In any case, such advance payment shall be fully recovered maximum from 3-4 subsequent RA bills whether the material is consumed in the work or not. In absence of sufficient value of RA bills for making the required recovery, the Contractor shall deposit the balance amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing the Securities available with BHEL for the balance amount.

(vii) Contractor has to give a formal deed of hypothecation, drawn up on non-judicial stamp paper under which the BHEL secures a lien on the materials and is safeguarded against losses, due to the contractor postponing the execution of the work or due to the shortage or misuse of materials and against the expenses incurred on their watch and safe custody.

2.14 QUANTITY VARIATION

2.14.1 Variation in Final Executed Contract Value

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated/ short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer.

Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows:

- i) In case the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.
- ii) In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation.

2.14.2 Variation in Individual Quantities of BOQ Item(s)

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule.

In case executed quantity for a particular BOQ item(s) exceeds two times the quantity in the original price schedule (100% increase), then the revision in rates for such BOQ item(s) for the quantity in excess of two times the quantity in the original price schedule including any subsequent increase in quantity, may be considered based on request from the Contractor, however, BHEL decision in this regard shall be final. Revised rates for subject BOQ item(s) shall be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor. PVC/ ORC will not be applicable for these revised rates.

BHEL, however, retains the right to arrange the excess quantity through any other source for expediting activities in the interest of the Project.

- <u>Note</u>: (a) Revision in rates under clause 2.14.2 will remain admissible in those cases also, where, the Contractor is eligible for compensation under clause 2.14.1 i).
- (b) The value of work executed at revised rates due to variation in Individual Quantities of BOQ Item(s) shall be included while calculating the finally executed contract value in clause no. 2.14.1

above.

2.15 EXTRA WORKS

- 2.15.1 All rectifications/modifications, revamping and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipments, 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.
- **2.15.2** 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.
- 2.15.3 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.
- **2.15.4** 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.
- **2.15.5** 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 manhour 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 at Rs139/- per man hour.
- **2.15.6** 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 on extra works.
- 2.15.7 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 latest edition of CPWD-DSR with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities OR Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities, whichever is less.
 - c) Item rates are to be worked out on the basis of market rates prevailing on the date of execution

mutually agreed between BHEL and Contractor.

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

2.16 SUPPLEMENTARY ITEMS

2.16.1 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.

2.16.2 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 2.15.7
- 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 2.14
- 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.

2.17 PRICE VARIATION COMPENSATION -

- 2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable.
- 2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

				PER	CENTAGI	COMPONENT ('K')	
	CATEGORY	INDEX/ AVERAGE MINIMUM WAGE	CIVIL PACKAGES (See Note A/B/C)				Electrical , C&I Material
SL NO.			Α	В	C	MECHANICAL PACKAGES	Management/ Handling and other labour oriented packages
i)	LABOUR (ALL CATEGORIES)	(a) 'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (50% weightage out of component 'K') (Website: labourbureau.nic.in)	40	25	30	65	80

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		(b) Arithmetical average of minimum wages of Unskilled, Semi-skilled, Skilled and Highly skilled workers as applicable at project site location (50% weightage out of component 'K')					
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity Code: 1202000005 (See Note E)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity: MANUFACTURE OF BASIC METALS				15	
		Commodity Code: 1314000000 (See Note E)					
iv)	CEMENT	Name of Commodity: ORDINARY PORTLAND CEMENT		20	30		
		Commodity Code: 1313050003 (See Note E)					
v)	STEEL (Structural and	Name of Commodity: MILD STEEL: LONG PRODUCTS		25			
	Reinforcement Steel)	Commodity Code: 1314040000 (See Note E)					
vi)	All OTHER	Name of Commodity: ALL COMMODITIES	40	12	20		
	MATERIALS (Other than	Commodity Code:1000000000 (See Note E)					

Note: A) Cement & Steel: Free Issue (BHEL Scope)

Cement & Steel)

- B) Cement & Steel: In Contractor Scope
- C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)
- D) For Composite packages (i.e. Civil+Mechanical+Electrical and/or C&I or Civil+Mechanical or Mechanical+Electrical and/or C&I), the COMPONENT ('K') for various categories shall be as per respective packages as above.
- E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: eaindustry.nic.in). Revisions in the index or commodity will be re-adjusted accordingly.

2.17.3 #

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

$$P = K \times R \times (X_N - X_0)$$
Xo

Where,

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

Fercentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil,
 Welding Rod, Cement, Steel and Materials

R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

 X_N = Revised Index for Labour, Revised Average Minimum Wages for Labour, Revised Index for High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

- Xo = Index for Labour, Average Minimum Wages for Labour, Index for High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date
- 2.17.5 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.
- 2.17.6 Base date shall be calendar month of the 'last date of submission of Tender'.
- 2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.
- 2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.
- 2.17.9 PVC shall be applicable for the entire original contract period plus the extended period, i.e. for the complete execution period, as follows:

For PVC computation of the nth month:

Let the cumulative delay attributable to the Contractor is D_n in the nth month as per Form-14.

Considering R_n as the billing value for the nth month, PVC for the nth month shall be calculated as follows:

- a) PVC for the portion of R_n for an amount of $D_{(n-1)}$ shall be payable as per indices for the $(n-1)^{th}$ month.
- b) PVC for the balance portion of R_n shall be payable as per indices for the nth month

In case $D_{(n-1)}$ is greater than R_n , then entire R_n shall be payable as per indices for the $(n-1)^{th}$ month and the balance portion of $D_{(n-1)}$ shall be adjusted from $R_{(n+1)}$ of the $(n+1)^{th}$ month and will be payable as per indices for the $(n-1)^{th}$ month. The above process shall be continued for subsequent month(s) also till full $D_{(n-1)}$ is consumed.

- i) For milestones mentioned in the contract, PVC shall be applicable as per average of the indices from the month of base date till the month of execution of milestone.
- ii) PVC shall not be applicable for time extension provided for the delays solely attributable to the contractor. No PVC is payable during the period of Provisional Time Extension till grant of final time extension. Applicability of PVC will be decided at the time of grant of final time extension.
- iii) The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except items due to quantity variation.

Note: Work Planning in F-14 format to be meticulously done as per Clause 2.9 of this GCC.

2.18 INSURANCE

2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering

the risks during transit, storage, erection and commissioning.

- 2.18.2 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.18.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.18.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

2.19 STRIKES & LOCKOUT

- 2.19.1 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 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.
- 2.19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.20 FORCE MAJEURE

- 2.20.1 "Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to
 - i) Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to climate data available or published in the country for the geographical location of the site.
 - ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
 - iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
 - iv) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
 - v) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
 - vi) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.

- vii) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- 2.20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 2.20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 2.20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 2.20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
 - i) Constitute a default or breach of the Contract.
 - ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 2.20.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Contractor cannot consider deemed shortclosure after 1 year of imposition of Force Majeure.

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the Power Sector Region executing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region executing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Region executing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration

shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **at Nagpur for PSWR**. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

2.21.1.2 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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

- 2.21.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 2.21.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

2.21.2 **CONCILIATION**:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

- 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.0 of Forms & Procedures covered in Vol-ID. The Procedure 2.0 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.0 from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.0 with effect from the date as intimated by BHEL to it.

2.21.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

2.22 RETENTION AMOUNT

2.22.1 Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due.

The Retention amount 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. 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).
- iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act and in line with clause 1.12 of GCC. The Bank Guarantee format for Retention Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period & shall be extended up to acceptance of final bill if the final bill is not settled during the contract period.
- v. 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).
- vi. Insurance Surety Bonds.

Alternatively, on successful bidder's request, the 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 submit 5% of the Contract Value as Retention amount in any form as mentioned above, then refund of deducted retention amount may be permitted to contractor.

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.

2.22.2 Refund of Retention Amount shall be as follows:

100% of Retention Amount/ BG against Retention Amount shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL.

2.23 PAYMENTS

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

2.23.1 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.
- 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 redo 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 at its discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work, subject to following:
 - a) Provided no 'part' payment is recommended till 25% of work in the item rate is executed.
 - b) Payment of item rate to be made in not more than three instalments, last stage payment to be not lower than 20% of the item rate.

2.23.2 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.

2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.24.1 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 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.

2.24.2 BHEL shall release the 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 Security Deposit refundable.

2.25 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at https://siddhi.bhel.in only.

2.26 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.

2.27 LIMITATION ON LIABILITY:

Notwithstanding anything to the contrary in this Agreement or the Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Agreement or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

2.28 OTHER ISSUES

2.28.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

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- 2.28.2 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.
- 2.28.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.

