



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

TCN - 01

Ref: PSER:SCT:NKP-C2000:TCN-01

Date: 12-12-2019

Sub	Tender Change Notice (TCN) - 01.	
Job	Balance Structural works etc. of BTG area for Unit # 1 & 3 of 3x660 MW North Karanpura STPP, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-C2000:19.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-C2000:7687, Date: 06-12-2019.
	3.0	Other References, if any.

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting offer.

- 1) Clarification of bidder's query attached vide Annexure-A to TCN-01.
- 2) Revised Volume-IF-TCC-CML-Rev-01 attached, superseding Volume-IF-TCC-CML-Rev-00 issued earlier along with NIT (revision in cl. no. 34.5). However, bidder shall go through entire volume before submitting their bid.
- 3) Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 4) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer (SCT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091  
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**ANNEXURE-A TO TCN-01**

**JOB: Balance Structural works etc. of BTG area for Unit # 1 & 3 of 3x660 MW North Karanpura STPP, Jharkhand.**

**TENDER NO - PSER:SCT:NKP-C2000:19.**

**CLARIFICATION OF BIDDER'S QUERY**

<b>Sl. No</b>	<b>Reference clause of tender document</b>	<b>Existing Provision</b>	<b>Bidder's Query</b>	<b>BHEL's Clarification</b>
1	General		With reference to the above mentioned Tender , we would humbly request you to please clarify that as we have MSME Certificate, the EMD and Tender Fees related to this Tender, will be waived or not.	<p>In line with cl. no. 27.0 of NIT of tender, as per Govt. of India Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS &amp; DC, MSME, intended benefits can be availed by MSE suppliers only under Goods and Services category. It may be noted that the subject tender falls under Works Category. Hence, exemption of Tender cost and EMD for the aforementioned job is not permissible.</p> <p>Bidders are requested to submit Tender Cost and EMD as per tender provision.</p>

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

All the tender clauses are individually applicable for respective package unless specifically mentioned separately/differently, as applicable.

CLAUSE NO	DESCRIPTION
1.0	<p><b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b></p> <p>Name of the Owner : NTPC</p> <p>Capacity : 3 x 660 MW</p> <p>Nearest Railway Station : Khalari Railway Station on Ranchi Garhwa section of Eastern Railways (40 km from Project site)</p> <p>Nearest Town : Tandwa in Chatra District</p> <p>Nearest commercial airport : Ranchi (150 km from Project site)</p> <p>The site is located near Tandwa town having latitude and longitude of about 23° 50' N to 23° 52' N and 84° 59' E to 85° 2' E respectively.</p> <p>It is essential that the bidder visit site and acquaint with the conditions prevailing at site before submission of the bid. The information given herein is for general guidance and shall not be contractually binding on BHEL.</p>
2.0	<p><b>SITE VISIT</b></p> <p>Contractor should visit 3x660 MW North Karanpura Super Thermal Power Plant project site, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.</p>
3.0	<p><b>SCOPE OF WORK</b></p>
3.1	Balance Structural works etc. of BTG <b>area for unit # 1 &amp;3</b> ( as per BOQ scope) includes Power House, ACWPH & Mill-Bunker, Pipe & Cable rack, ESP Control Room etc. for 3x660 MW North Karanpura STPP, Jharkhand.
3.2	The work to be performed under this specification consists of providing all labour, equipment, materials unless mentioned otherwise, consumables, temporary works, temporary storage sheds for contractors own use, temporary colony for labour and staff, temporary site offices, transportation / handling and all incidental items not shown or specified but reasonably implied or necessary for the completion of subject scope, all in strict accordance with the specifications including revisions and amendments thereto as may be required during the execution of work.
3.3	All quality standards, tolerances, welding standards & other technical requirements shall be strictly adhered to. The Bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.
3.4	The Contractor is to carry out the work as per the drawings issued to him and/or Contractor's drawings which are approved by the Engineer and/or the Engineer's instructions.
4.0	<p><b>DEVIATIONS/CLARIFICATIONS</b></p> <p>The bidder is required to submit with his offer in the relevant schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere</p>

	by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any / all deviations submitted after opening of the bid.
<b>5.0</b>	<b>DEWATERING</b> Contractor shall ensure at all times that his work area & approach / access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL.
<b>6.0</b>	<b>LAND</b>
6.1	The contractor has to plan and use the existing land inside the Project Premise considering the use of land by other Civil/ mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with certain time frame and to the extent available / considered necessary, and will be reviewed by BHEL depending upon the area availability.
6.2	Land for labour colony near Project Premise may be provided free of cost if the same is available from owner / customer. The contractor shall construct labour colony/ hutment as per his requirements after obtaining approval of formalities from statutory body. Further, contractor must ensure minimum HSE norms and hygienic sanitary conditions in his labour colony.
6.3	The contractor will be responsible for handing back all lands, as handed over to him by BHEL / NTPC.
6.4	Area within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost as per approval of customer.
<b>7.0</b>	<b>WATER</b>
7.1	BHEL will provide construction / drinking water at one points, within 500 m from given work premises, free of cost to the contractor. Further necessary network for construction / drinking water system shall be done by the bidder at his own cost.
7.2	Contractor should arrange on their own, drinking water in their labour colony.
7.3	BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of water supply and the contractor shall claim no compensation for delay in work for such interruption. Contractor may make standby arrangement for water for which no separate payment shall be made by BHEL.
7.4	Contractor will have to arrange for storage of water to meet the day-to-day requirement. Bidder will ensure adequate supply of construction / drinking water to meet the requirement of water during major concreting.
7.5	The availability of water (construction as well as drinking) in North Karanpura project may be limited. Contractor shall ensure that no water is wasted. In this regard the contractor shall take all necessary measure towards preservation of water.
<b>8.0</b>	<b>ELECTRICITY</b>
8.1	<b>CONSTRUCTION POWER &amp; GENERAL ILLUMINATION NET-WORK:</b>  Construction Power BHEL Shall Provide Construction Power free of charge at 415V level at two points (within 500 M from his workplace), bidder has to make his own distribution arrangement to draw electricity.  The bidder will have to Procure & install illumination system during construction right from start of his work though BHEL has established general illumination system at project areas. Vendor has to make arrangement for temporary lights at different floors / working areas for execution of the work & safety of workmen till the permanent illumination system is established, within the quoted rate. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.

	<p><b>GENERAL:</b></p> <p>If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock &amp; key arrangement) at point of power supply along with calibration certificate from authorized / accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.</p>
8.2	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
8.3	The power supply will be from the available grid. BHEL shall not be responsible for any inconvenience or delay caused due to any interruption of power supply/ variation in voltage level and no compensation for delay in work can be claimed by the contractor due to such non-supply on the grounds of idle labour, machinery or any other grounds.
8.4	Bidder will have to arrange sufficient illumination at their own work areas.
8.5	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown. In the event of breakdown in the electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step up the progress of work after restoration of electric supply so that overall progress of work is not affected.
8.6	The contractor shall have to make arrangement at their own cost for illumination that will be required in the working area for execution of the work & safety of workmen.
8.7	The contractor shall have to make arrangement at their own cost for illumination etc in labor colony. However there may be provision of Chargeable Power for labor colony for which contractor has to install meters and necessary accessories
<b>9.0</b>	<b>CONSUMABLE</b>
9.1	All consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost from approved brand/make unless otherwise specifically mentioned in the contract.
9.2	All consumables to be used for the job shall have to be approved by NTPC / BHEL prior to use.
9.3	In the event of failure of contractor to bring necessary and sufficient consumables, BHEL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.
<b>10.0</b>	<b>TEST CERTIFICATES</b>
	Necessary test certificates of all materials supplied by contractor are to be produced to BHEL prior to use of those materials.
<b>11.0</b>	<b>IMTE</b>
	The contractor shall ensure deployment of reliable and calibrated instrument, measuring, and test Equipment (IMTE). The IMTE shall have test calibration certificate from authorized / Govt approved agencies. The contractor shall also keep provision of alternate engagement for such IMTE so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing/ re-calibration shall also be arranged by the contractor at their own cost at regular interval during the period of use as advised by BHEL.
<b>12.0</b>	<b>QUALITY CONTROL &amp; QUALITY ASSURANCE</b>
	Contractor's Engineers and supervisors shall be adequately qualified and also inclined to do a quality job. The quality assurance Engineer shall co-ordinate all aspects of quality control, inspection, implementation of quality assurance procedures laid down in Quality Plan and technical specification by BHEL. He shall fill up quality assurance log sheets / formats and submit to BHEL for joint inspection and acceptance. The contractor shall fill up, maintain & preserve the quality records in computerized media. NTPC / BHEL's

	authorized representative shall be given free access at all time to such quality related records etc. for inspection, review etc.
<b>13.0</b>	<b>WORK &amp; SAFETY REGULATIONS</b>
13.1	Vendor has to follow HSE norms at project site during execution of entire contract period and the applicable HSE norms are noted in Tender Document for HSE norms having Document Title: Health, Safety and Environment Plan for Site Operation by Subcontractors
<b>14.0</b>	<b>PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT</b>
	To meet the need of construction management at site, contractor shall provide the following services within quoted/ accepted rates.
14.1	<b>PLANNING &amp; MONITORING</b>
14.1.1	The bidder shall prepare detail construction schedule (L-3) as per completion dates given in this document. This schedule must include all milestone and key activities for each sub-systems / components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), excavation/ construction/ erection. This network must conform to the overall project schedule. The bidder should also ensure monitoring of these activities at least weekly basis to start with and on daily basis whenever required by BHEL.
14.1.2	The bidder shall also prepare progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL. This schedule is to be preferably made in PRIMAVERA / MS PROJECTS, so that the same is compatible with BHEL's project management software.
14.2	<b>PROGRESS REPORTING</b>
14.2.1	The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (gases / electrodes) report and other reports as per pro-forma considered necessary by BHEL. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.
14.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
14.2.3	The daily work force reports shall clearly indicate the work force deployed, category-wise specifying also the activities in which they are engaged.
14.2.4	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/revise his work program to meet the overall requirement.
14.2.5	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Calcutta / site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
14.2.6	During construction contractor shall take an average forty colour digital photograph / slides each month (not less than three per week) of the works during progress. In case of failure in providing such photograph in each month, an amount of Rs. 5,000/- per month shall be deducted from contractor's RA bill.
14.2.7	Successful bidder has to provide for electronic/ computerized storing and re-production / printing / plotting of various data, log sheets, protocols, measurements etc. These may be stored in CD (as per requirement) and handed over to BHEL as per requirement.
14.3	<b>SITE ORGANIZATION</b>
14.3.1	The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a separate competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of SITE-IN-CHARGE) with individual bio-data for BHEL approval prior posting indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The

	organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
14.3.2	Following (minimum) engineering manpower with power plant construction background to be deployed at site by the successful vendor for their day to day supervision etc.	
14.3.2.1	Qualified safety officers (exclusive for safety supervision for jobs).	Officer – One
14.3.2.2	Engineer for quality inspection & quality documentation.	One Engineer
14.3.2.3	Site supervising engineer and supervisors for works.	One Engineer Two supervisors
14.3.3	Deputation of above man-power shall be jointly decided at site in line with construction schedule.	
14.3.4	Engineer / supervisor for other functions like store & purchase, material management, fin, admn etc are to be provided as per site requirement and not considered above.	
14.3.5	In the event of non deputation of engineer/ supervisor by the bidder as per above agreed schedule, BHEL shall reserve the right to deduct Rs 50,000.00 per man-month for engineer, Rs 35,000.00 per man-month for the supervisor / safety officer and Rs. 30,000 per man-month for safety supervisor from RA bills. Further induction of manpower regarding site supervisor & site engineer will be decided at site as per requirement without any financial implication.	
14.3.6	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.	
14.3.7	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.	
14.3.8	The contractor should also submit to BHEL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of BHEL.	
14.3.9	The contractor should also submit network programs for the erection of various items. These networks shall show the NTPC/ BHEL hold points, which have to be cleared by NTPC/ BHEL, or their authorized representatives before further erection can take place. These programs for the erection would clearly identify responsibilities of the contractor and NTPC/ BHEL. It is the responsibility of the contractor to get the Networks approved by BHEL within four weeks of the date of finalization of award of work/ placement of LOI.	
14.3.10	A list of manpower availability with site organogram separately for civil and structural works will be quarterly submitted by the successful bidder to BHEL.	
<b>14.4</b>	<b>CONSTRUCTION MANAGEMENT</b>	
14.4.1	Based on the approved program, the contractor shall submit a program of construction/ erection/ commissioning for the implementation. These programs would be amplified showing start of erection and subsequent activities and shall form the basis for site execution and detail monitoring. The three monthly rolling program with the first month's program being tentative based on the site condition would be prepared based on these programs. The contractor shall also be involved along with NTPC / BHEL to tie up detailed resources mobilization plan over the period of the contract matching with the performance targets.	
14.4.2	The program would be jointly finalized by the site in-charge of the contractor with BHEL/ NTPC's project coordinator as well as the site-planning representative. The erection program will also identify sequential events matching financial turnover.	
14.4.3	The contractor is liable to furnish all documentary evidences towards payment of Works Contract Tax as and when required by BHEL.	
<b>15.0</b>	<b>TEST CERTIFICATE FOR T&amp;P</b>	
	All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid / latest test certificates (issued by competent authority) for their suitability, and the documents shall be preserved at site.	
<b>16.0</b>	<b>T&amp;P TO BE PROVIDED BY BHEL</b>	

16.1	<p>BHEL will provide following crane free of cost on sharing basis with other agencies –</p> <ul style="list-style-type: none"> <li>Mid Range (Crawler crane of capacity class 250 T and above) for structural work of power house and Mill Bay including Bunker area, which can not be done using 150T Crane, free of cost on sharing basis. BHEL decision in this regard will prevail.</li> </ul> <p>The above crane to be provided by BHEL shall be shared by various other contractors and the contractor shall plan his activities accordingly in co-ordination with BHEL site engineers.</p>
16.2	Crane returned in defective / damaged condition (defect/damage occurred during use due to negligence of contractor) shall be rectified by contractor promptly to the full satisfaction of BHEL engineer failing which suitable recovery along with BHEL overheads will be made from contractor's bills / dues.
16.3	BHEL shall provide fuel, lubricants, mobil, cardium compound, hydraulic oil, air and fuel filter etc. on free of cost basis for this crane. Regular maintenance and Break down maintenance (not attributable to the contractor) of the BHEL crane is excluded from the scope of the contractor. However, necessary services as required for shortening/extending of crane boom are included in the scope of contractor.
16.4	BHEL shall provide crane operator for this crane free of cost. However, the contractor shall bear only overtime charges, if any, for the operator provided by BHEL for services provided beyond the prescribed working hours of cranes. Such OT deployment shall be with prior intimation and consent of BHEL.
16.5	In case of exigency leading to crane operator not being available with BHEL, the contractor will have to deploy experienced crane operator after due permission of BHEL engineers. During such operation, the contractor shall have to take the full responsibility of safe operation of crane
16.6	In case of non-availability of high capacity crane to be provided by BHEL due to break down, major overhauls distribution pattern or any other reason, the contractor shall plan/ augment/ alter his activities to meet erection/ commissioning targets in consultation with BHEL and no compensation will be admissible on above ground.
16.7	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.
16.8	In the event of BHEL issued T&P, measuring instruments etc. the contractor and BHEL shall maintain joint protocol about the condition of all T&P, instruments etc. taken from BHEL's custody and return to BHEL after use. The contractor shall not use this equipment for purposes other than the scope of work given in this tender document. It is the responsibility of contractor to keep these equipments always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear.
16.9	After use of T&P items issued by BHEL the same shall be returned to BHEL in good working condition subject to normal wear & tear failing which recoveries at the book value of the item or the market rate prevailing at the time of returning the items, whichever is higher shall be made from the payments due to the contractor from BHEL from this contract or from any other contract.
16.10	For any other T&Ps except Free Issue as per cl. No.16.1.1; depending upon the availability, BHEL / BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of higher 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 payment in one installment.
<b>17.0</b>	<b>MATERIAL HANDLING (BHEL ISSUED MATERIAL)</b>
17.1	Structural steel (MS plate / ISMB / channel / angle / chequered plate / stainless steel plate / liner) only will be issued free of cost by BHEL for use in the work covered in this contract. All other materials required for proper completion of job shall be provided by contractor and quoted rates shall be inclusive of this.
17.2	Consignment of steel will be directly issued to the contractor as received by BHEL, on weighment basis from its supplier, as per delivery challan of supplier.
17.3	Handling of steel including its unloading will be in vendor's scope for which no separate

	payment will be given by BHEL.
17.4	It would be the responsibility of the contractor to keep in constant contact with BHEL site to find out the delivery status, arrival of the consignments and arrange for escort to accompany the truck/ trailer for transportation of above materials by BHEL'S supplier, as necessary. The lorry, truck way bill for the consignment as shall be received by BHEL would be handed over to the contractor immediately for unloading of materials including all arrangement for necessary gate passes etc. All arrangement for necessary gate passes etc shall be the responsibility of contractor.
17.5	Payment of all demurrages that may result due to contractor's fault/ delay would be the responsibility of the contractor. If BHEL have to make payment of demurrage together with freight, the amount so paid as demurrages for the reasons stated above, shall be recovered from the bills of the contractor. The decision of BHEL's engineer in this regard will be final and binding on the contractor. However the contractor has to clear all such charges, if any in this regard and complete the job without waiting for BHEL's decision.
17.6	It would be the responsibility of the contractor to sign on the delivery book acknowledgement slip of supplier / transport authorities etc.
17.7	Consignments coming on Sundays and holidays are also required to be handled / unloaded by the contractor. Since the offices and stores will probably remain closed on such days, it will be the responsibility of the contractor to contact BHEL engineers at their residence and obtain instructions.
17.8	Since the consignments are expected to arrive during any time of the day or night, contractor shall have, his workmen round the clock at site as well as other places as required to unload the materials immediately on arrival.
17.9	Unloading of materials at the storage yard or at places designated by BHEL, stacking & restacking, shifting & reshifting, using contractor's own cranes, trailers and other equipments with the valid road permit for their operation, unloading and stacking etc shall be responsibility of the contractor under this contract. All materials/equipments shall be stacked, stored above ground level by use of concrete or wooden sleepers. No materials shall remain on ground at any time. All concrete sleepers required for stacking the materials shall be arranged by contractor (successful bidder of this package). All other material handling equipments like winches, d-shackles, slings of various sizes, max puller, pulley blocks, jacks, trucks, tailors etc required for such material handling of steel, etc shall be arranged by contractor within quoted/accepted rates.
17.10	It will be the responsibility of the contractor to submit computerized account of all such consignments of materials received by them, daily to BHEL.
17.11	BHEL reserve the right to recover from the contractor any loss arising out of damage / theft or any other causes of the materials issued to him at any point.
17.12	<p>Open land (very limited space) for storage shall be provided by BHEL on free of cost basis.</p> <p>You shall maintain one centralized fenced store cum fabrication yard (Area Approx. 70m x 70m). Hard surfacing of this yard and all round drain shall be carried out by you at your own cost within the accepted rate.</p> <p>You shall make complete arrangement of necessary security personnel, to safeguard all such materials in your custody. Materials issued will be used only for construction of permanent work. You shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.</p> <p>Barbed wire fencing of the steel storage yard, fabrication yard area etc. are to be done by the contractor at his own cost. Contractor shall also remove grass, bushes, trees etc. wherever required off the land provided to him and shall make proper continuous upkeepment of the open yard / land by removing grass, bushes trees etc and same is included under the scope of his work &amp; no extra payment shall be made to the contractor in this regard.</p>
17.13	The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material.
17.14	No material shall be issued to the contractor except as those indicated above, i.e. Structural steel unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material

	as required for the works and of such quality as acceptable to BHEL.
17.15	The contractor shall maintain proper store account for all the BHEL issued materials and shall give three copies of monthly computerised reconciliation statement of such account to the BHEL.
17.16	Contractor shall carry out in complete association with BHEL, material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus/ scrap material returned etc. These functions shall also be carried out through computerised system utilizing suitable software. Contractor shall provide experienced software personnel to associate on dedicated basis for efficient discharge of the same.
17.17	The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL.
17.18	BHEL issued materials shall not under any circumstances be taken out of the project site unless otherwise permitted by BHEL.
17.19	All the necessary lifting tackles, cranes, hydra, tools & plants including tractors, trailers, trucks, pulley blocks, jacks, winches, wire ropes etc, of suitable capacities and other equipments incidental to carry out this work shall have to be arranged by the contractor at his cost. BHEL engineer reserves the right to inspect lifting tackles and equipment before allowing their use. Such approval however shall not relieve the responsibility of the contractor to ensure safe handling of equipment taking the precautions to avoid any accident and damage to other equipment and personnel.
17.20	No separate rate will be applicable for the above job. The contractor will quote the rate for the items inclusive of all charges for the above job.
17.21	Bidder's scope of handling of steel under the scope of this tender includes stacking / storing of materials over concrete sleepers. Bidder scope shall include provision of concrete sleepers for this purpose and no separate payment against the same will be made by BHEL. After completion of the job bidder shall take back the sleepers. Bidder's quoted rate/ price shall be in consideration to this.
<b>18.0</b>	<b>ISSUE OF MATERIALS</b>
18.1	<b>ISSUE OF STEEL</b>
18.1.1	The steel shall be issued to the contractor free of cost on the following basis.
18.1.2	Structural steel (MS plate, angle, channel, ISMB, Stainless steel plate/Liner, chequered plate and EOT crane rails) – Weightment basis (unit – MT).
18.2	All the Structural steel 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. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following IS specifications. IS: 808-1989 - Beams, channels and angles IS: 1730-1961 - Plates
18.2.1	In case any such sectional weights are not available in the above documents, the manufacturer recommendation shall be binding.
18.2.2	The steel issued to the contractor shall be mainly in standard length and sections as received from the supplier. However, the contractor shall be bound to accept the steel in length as available in the project stores no claims for extra payment because of issue of non-standard length will be entertained.
18.2.3	In case MS flats as required in the fabrication of structures are not available, you shall cut such width out of the available MS plates to make flats at no extra cost till such material is available and procured by BHEL.
18.3	The contractor shall satisfy himself of the quality and quantity of the materials at the time of taking delivery from BHEL stores. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by contractor from BHEL stores.
18.4	Quarterly requirement of steel must be positively submitted by the contractor at the last month of the previous quarter, However, the contractor shall submit to the engineer, a statement indicating estimated quantity of steel required <b>at least two months in advance</b> . In addition, the contractor shall also furnish the estimated requirement of cement and steel during a month by the third week of the previous month indicating his requirement.
18.5	Bidders to ensure that no lamination materials are taken over by them from BHEL.

	Fabrication wastage, if any due to above, shall not be compensated by BHEL		
18.6	Bidder to note that all fasteners like MS / HT / HSFG bolts / nuts, lock nuts, washers etc shall be supplied by the contractor as per applicable item of Price Schedule.		
18.7	Bidder to note that steel required for his enabling job like store / site office etc shall be arranged at his own cost.		
<b>19.0</b>	<b>RETURN OF MATERIALS</b>		
19.1	<b>RETURN OF STEEL INCLUDING SCRAP</b>		
19.1.1	All surplus steel and all wastage materials will be taken back on weightment basis.		
19.2	Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately for a place directed by BHEL/ engineer within the project area. Return of such materials will not be entitled to any handling and incidental charges.		
19.2.1	All wastage/ scrap (including wastage, unusable scrap) shall be returned to the stores on weightment basis and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any additional cost due to handling and transportation and incidental charge.		
<b>20.0</b>	<b>STEEL CONSUMPTION AND WASTAGE</b>		
20.1	<b>STRUCTURAL STEEL CONSUMPTION</b>		
20.1.1	The theoretical consumption of various sections shall be based on approved drawings. Weights shall be calculated considering the sectional weights as per Indian standard as mentioned in relevant clause. No extra shall be payable to the contractor for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.		
20.1.2	Actual consumption = Issue – Surplus.		
20.1.3	Surplus = Untempered, unused, uncut quantity of steel returned by the contractor to BHEL store.		
20.1.4	Wastage = Actual consumption – Theoretical consumption.		
20.2	<b>STRUCTURAL STEEL WASTAGE</b>		
20.2.1	Allowable wastage – 4 % (four percent) of the theoretical consumption shall be considered. Wastage is further classified as cut pieces and scrap measured as per actual weightment basis. Invisible wastage (loss of materials due to gas cutting, straightening of edges etc) shall be limited to 0.5 % (zero point five percent) of theoretical consumption and shall be considered for reconciliation purposes only. But this invisible wastage shall be considered to be included in allowable wastage (i.e. four percent).		
20.2.2	Sl no	Structural steel materials	Basis of issue & penal recovery
	S-1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg.	Free
	S-2a	Wastage limited to plus four percent (+4%) of the aforesaid theoretical consumption (S-1) towards allowable wastage and return to BHEL Store.	Free
	S-2b	Wastage limited to plus four percent (+4%) of the aforesaid theoretical consumption (S-1) towards allowable wastage but not returned to BHEL Store.	Penal rate
	S-3	Wastage beyond four percent (4%) of the aforesaid theoretical consumption (S-1).	Penal rate
20.3	All wastage reinforcement, MS round (for earthing), structural steel shall be returned to BHEL.		
<b>21.0</b>	<b>RECONCILIATION OF BHEL ISSUED MATERIALS</b>		
21.1	The contractor shall submit a reconciliation statement of steel issued to him once in a month. The same may be submitted along with RA bills.		
21.2	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 materials are available with contractor's custody at site.		
21.3	If it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified.		
21.4	The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials.		

<b>22.0</b>	<b>RECOVERY OF MATERIAL</b>	
22.1	If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA bill at the penal rate stipulated below.	
22.2	<b>PENAL RATE OF MATERIALS</b>	
	Item	Penal rate (Rs)
22.2.1	Stainless steel plate / Liner	6,00,000/- per MT
22.2.2	Structural steel materials	80,000/- per MT.
<b>23.0</b>	<b>CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC</b>	
23.1	The contractor shall arrange at his own cost cleaning of area allotted, construction of his temporary office, stores, cement godown etc. and also the watch and ward of all the above. Materials required for the same shall be provided by contractor at his own cost.	
<b>24.0</b>	<b>TOOLS &amp; PLANTS (TO BE PROVIDED BY CONTRACTOR)</b>	
24.1	Tentative list of T&P to be deployed by contractor for successful completion of work is detailed below.	
24.2	It may be noted that the list is not exhaustive and is only for general guidance. The contractor is required to provide all necessary T&P (other than those specified to be provided by BHEL, if any) measuring (calibrated) instruments & handing equipments to maintain work progress for timely completion of total work as per contract. In case of project requirement, some activities may have to pre-pone. In such cases the contractor may have to deploy additional T&P. Quoted rate shall be inclusive of such emerging requirements. However, contractor shall submit deployment plan of all T&P along with tender bid.	
24.3	In the event of any failure on the part of the contractor to deploy T & P to sustain desired work progress, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor. In the event of failure of contractor to deploy necessary and sufficient T&P/ IMTEs to maintain work progress, BHEL will be at liberty to arrange the same at the risk & cost of contractor including transportation cost of same from any of BHEL site/ other agency & charges as applicable shall be deducted from contractor's RA bill. Decision of BHEL in this regard will be final & binding on contractor.	
24.4	Following Major T&Ps to be arranged by contractor within the time schedule as indicated	
	Major T&P items	Broad Mobilizing time from date of start of work
24.4.1	One no. 150 T Crawler crane for power house structural erection.	As per site requirement
24.4.2	2 nos. hydra (10/ 12 T cap)	1 <sup>st</sup> – within 15 days. 2 <sup>nd</sup> as per site requirement
24.4.3	2 nos. magnetic base drill machine (All Cut)	As per site requirement.
24.4.4	6 nos. MIG machine	As per site requirement
24.4.5	10 nos. welding rectifier	As per site requirement.
24.4.6	1 no. trailor – 15T	Within 30 days.
24.4.7	4 no. power driven HSFG bolt tightening m/c	Within 30 to 60 days.
24.4.8	2 no. torque tightening m/c. (2 no. Capacity up to 30 dia HSFG bolt tightening)	As per site requirement
24.4.9	Sufficient quantity of steel ladders for approach up to the top of each erected column to be required during erection of columns.	As per site requirement.
24.4.10	Power winch – 3T - 2 nos for structural erection	1 <sup>st</sup> Within 30 days 2 <sup>nd</sup> within 60 days
24.4.11	Power winch – 5T - 2 nos for structural erection	1 <sup>st</sup> Within 30 days 2 <sup>nd</sup> within 60 days
24.4.12	1 no ultra-sonography testing machine for structural work.	As per site requirement.
24.4.13	1 no Theodolite/ Total Station with adequate arrangement for Surveyors.	As per site requirement.
24.4.14	1 No. 125KVA Electric Generator	As per site requirement.
24.4.15	Portable fire extinguishers as below: Soda acid – 4 sets.	Within 15 days

	Dry chemical powder – 4 sets CO2 – 2 sets. Water & sand bucket (4 buckets in one stand) – 2 sets.	
24.5	<p>T&amp;P shown in the above mentioned list are tentative based on planned progress requirement. Actual Mobilisation schedule, based on front availability, drawings and material availability at site is to be reviewed and mutually agreed with BHEL site periodically from time to time for mobilisation of major T&amp;Ps, and the same have to be adhered to. No change will be permitted without written approval of BHEL site.</p> <p>Further requirement will be reviewed time to time at site and contractor will provide additional T&amp;P / equipments to ensure completion of entire work within schedule time without any financial implication to BHEL. All other T&amp;Ps shall be provided by the contractor without any extra cost to BHEL. Vendor will give advance intimation &amp; certification regarding capacity etc prior to dispatch of heavy equipments.</p> <p>A list of T&amp;P availability at site separately for civil and structural works will be quarterly submitted by the successful bidder to BHEL.</p>	
24.6	All T&P and all IMTEs, which are required for successful and timely execution of the work covered within the scope of this tender, shall be arranged and provided by the contractor at his own cost in working condition.	
24.7	In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof at the following rates	
	Major T&P items	Recovery rates
24.7.1	150 T Crawler crane for power house structural erection.	Rs. 40000/- per week or part thereof
24.7.2	Hydra (10/ 12 T cap)	Rs. 15000/- per week or part thereof
24.7.3	Magnetic base drill machine (All Cut)	Rs. 5000/- per week or part thereof
24.7.4	MIG machine	Rs. 3000/- per week or part thereof
24.7.5	Welding rectifier	Rs. 1000/- per week or part thereof
24.7.6	Traitor – 15T	Rs. 10000/- per week or part thereof
24.7.7	Traitor – 30T	Rs. 15000/- per week or part thereof
24.7.8	Power driven HSFG bolt tightening m/c	Rs. 5000/- per week or part thereof
24.7.9	Torque tightening m/c. (2 no. Capacity up to 30 dia HSFG bolt tightening)	Rs. 5000/- per week or part thereof
24.7.10	Power winch – 3T	Rs. 2000/- per week or part thereof
24.7.11	Power winch – 5T	Rs. 3000/- per week or part thereof
24.7.12	Ultra-sonography testing machine for structural work.	Rs. 5000/- per week or part thereof
24.7.13	125KVA Electric Generator	Rs. 10000/- per week or part thereof
24.7.14	Theodolite/ Total Station with adequate arrangement for Surveyors.	Rs. 5000/- per week or part thereof
24.7.15	Portable fire extinguishers Set	Rs. 2000/- per week or part thereof
24.7.16	Any other instrument	As per discretion of the engineer
<b>25.0</b>	<b>COMPLETION PERIOD</b>	
25.1	Entire work shall be carried out in accordance with the broad construction schedule given below, within the stipulated completion period. Within 30 days of LOI, the contractor shall discuss with BHEL site engineer & furnish detail construction schedule (L-3/ L-4) indicating all milestones on the basis of major activities and get it approved from BHEL engineer. This schedule will undergo review and based on progress vis-à-vis project requirement, contractor shall have to submit revised schedule for approval of BHEL.	
25.2	Structural works: <b>06 Months</b> from the date of start of work at site as certified by BHEL site Construction Manager. Mobilisation period is 20 days from date of LOI by BHEL.	
25.3	The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/ NTPC engineer.	
25.4	Contractor shall submit daily work program based on above construction schedule.	

	Defferement of above schedule is not acceptable. Contractor will adhere to schedule and resource planning to be augmented to ensure completion as per schedule.
25.5	Periodic progress reviews on the entire activities of execution in respect of supply & works in scope of contractor will be held once in a month at Kolkata/ site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
25.6	Above schedule is indicative. The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/NTPC Engineer.
25.7	Contractor shall submit daily work program based on above construction schedule.
<b>26.0</b>	<b>CERTIFICATE TOWARDS COMPLETION</b> The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL/ NTPC. The decision of BHEL in this regard shall be final and binding on the contractor.
<b>27.0</b>	<b>EXTENSION OF TIME FOR COMPLETION</b>
27.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.
27.2	Based on the reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
27.3	However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.
27.4	A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done.
27.5	During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program.
27.6	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.
<b>28.0</b>	<b>MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE</b> Not applicable for this tender.
<b>29.0</b>	<b>SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
29.1	Security deposit shall be applicable as per relevant clause of GCC (Volume-IB).
29.2	Performance bond is not applicable for the tender.
<b>30.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b> Not applicable in this tender.
<b>31.0</b>	<b>LIQUIDATED DAMAGES/PENALTY</b>
31.1	If the contractor fails to maintain the required progress of work which results in delay in the completion as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.25% of the contract value, per week of delay or part thereof subject to a maximum of ceiling specified below. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed, Supplementary/Additional Items and PVC.

31.2	If Completion of work goes beyond specified contract period , LD will be imposed with maximum LD amount – 5 % of total contract value
31.3	In case of LD recovery, the applicable GST shall also be recovered from the contractor.
31.4	BHEL shall deduct the amount of such compensation from any money due or which may become due to the contractor and/or recover such compensation from the bank guarantees/ security deposit of the contractor. To be entitled to impose such compensation, BHEL will not be required to prove that he has incurred such amount as actual damage.
31.5	BHEL reserve the right to cancel the order/ contract or a portion thereof at the risk & cost of the contractor and the contractor shall be liable to BHEL for any excess costs thereof.
<b>32.0</b>	<b>CONTRACT PRICE</b>
32.1	The bidder shall quote their rates strictly in accordance with prescribed Price schedule of Volume-III
32.2	The quantities of the various items mentioned in the respective Price schedules, Volume-III are approximate, based on very preliminary information and may vary to any extent or to be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of the work executed under any part of this contract including extra items, if any, but excluding any price variation, remains within +/- 15 % (plus/minus fifteen percent) of the awarded price (as per LOI / WO).
32.3	The unit rate quoted for various items of BOQ shall include all the stipulation mentioned in the tender documents and nothing extra over BOQ rates shall be payable.
<b>33.0</b>	<b>TAXES AND DUTIES</b>
33.1	All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
33.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
33.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
33.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
33.5	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority / authorities is furnished.
33.6	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills).
33.7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
33.8	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
33.9	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not

	attributable to BHEL.
33.10	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
33.11	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
33.12	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leivable on BHEL, as the case may be.
33.13	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leivable on BHEL.
33.14	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
33.15	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
33.16	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
<b>34.0</b>	<b>INTERIM PAYMENTS</b>
34.1	For all items of works, as per the the Price schedule, Vol-III, billing shall be on item rate basis. However, Interim Payment shall be limited to 95% of gross bill amount.
34.2	All admissible recovered/ adjustments etc. shall be made from the interim payable amount.
34.3	Balance 5 % retained from each RA bill will be released on completion of guarantee period subject to confirmation of full GST Credit to BHEL. Any Interest if levied thereon, for reasons elaborated in tax & duties clause of the tender and attributable to you, will be recovered from the Final Payment/ Retention amount. However, this 5 % payment can be released against submission of bank guarantee valid for the guarantee period as stated above in Proforma / Format of performance bank guarantee, subject to receipt of certificate that all works are completed in all respects and confirmation of full GST Credit to BHEL. Submission of bank guarantee towards retention is separate and other bank guarantee(s) cannot be utilized for this purpose. This retention bank guarantee will be refunded after guarantee period.
34.4	1.5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by vendor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.
34.4.1	0.7 % shall be paid on compliance of housekeeping of vendor's working area and store/ office areas.
34.4.2	0.3 % shall be paid on compliance of general illumination of vendor's working area and stores, office area.
34.4.3	0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
34.4.4	0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.

34.5	Contractor's RA bill, complete & correct in all respects, certified by BHEL engineer, shall be paid after 45 days of receipt of bill with all supporting documents.
34.6	BHEL site at its discretion, may further split up the above percentages of break up and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
34.7	Such payment as above shall be effected only on certification by BHEL against completion of each stage.
34.8	Applicable GST, which can be claimed at any point, shall be released to you upon compliance of following:
34.8.1	You declaring such Invoice in your GSTR-1
34.8.2	Receipt of Goods / services and Tax Invoice by BHEL
34.8.3	Confirmation of payment of GST thereon by you on GSTN Portal
34.8.4	Above is subject to receipt of goods/ service and tax invoice thereof along with vendor declaring invoice in their return and paying GST within timeline prescribed for availing ITC by BHEL.
<b>35.0</b>	<b>PRICE VARIATION CLAUSE(PVC)</b>
35.1	<b>Price variation (PVC)</b> shall be applicable as per GCC only with the following changes :
35.2	PVC will be applicable only after expiry of the original contract period provided delay is not attributable to the contractor.
35.3	PVC will be applicable only on portion of delay not attributable to Vendor.
<b>36.0</b>	<b>OVER RUN CHARGES(ORC)</b>
	Not applicable for this tender.
<b>37.0</b>	<b>METHOD OF MEASUREMENT</b> Mode of measurement shall be as per relevant clauses of technical specification of this tender. In case the same is not available the relevant IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD (latest edition) shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor.
<b>38.0</b>	<b>EXTRA / ADDITIONAL ITEMS OF WORK</b> It shall be as per relevant clause of GCC.
<b>39.0</b>	<b>DESIGN OFFICE AND FABRICATION DRAWING</b>
39.1	Based on design, drawings of structures (for structures which are not pre-fabricated), to be issued to the contractor from time to time by BHEL. Contractor will prepare & submit within 15 days of receipt, the detail fabrication/ shop drawing including tabulated form of bill of materials (BOM), joint calculations, for comments/ approval of BHEL at the office of BHEL/ PEM, Noida. BHEL reserves the right to assess the capability of the agency to be deployed by contractor for preparation of such fabrication drawing, and prior approval from BHEL Engineering office at Noida, is required for appointment of such agency.
39.2	Since time is the essence of the contract, the contractor must indicate the location of their design office where from such detailed activities will be made operative.
39.3	Contractor shall submit progress report pertaining to fabrication drawing, by 7 <sup>th</sup> of each month, drawing-wise, section-wise cumulative bill of materials for which engineering drawing has been issued to them and status of fabrication drawing.
<b>40.0</b>	<b>STRUCTURAL STEEL WORKS</b>
40.1	Primarily, all structural steel shall have bolted connections i.e. for Power House, Mill bunker structure etc. Thus, Major scope of erection (items as per BOQ) shall consist of erection of bolted structures supplied by BHEL in pre-fabricated condition. However, site fabrication will be applicable for bunker shell structures and few other bare minimum items which otherwise calls for fabrication at site. It may be noted by the bidder that quality plan for erection of bolted structures will be highly stringent. Quality plan for structural works will be issued during execution stage upon approval of customer (NTPC).
40.2	Structures which are not pre-fabricated, design drawings shall be issued to the contractor time to time by BHEL, contractor will prepare & submit the detail fabrication / shop drawing including tabulated form of bill of materials (BOM), joint calculations, for comments / approval of BHEL at the office of BHEL / PEM, Noida or BHEL / ISG

	Bangalore within 15 days of receipt. BHEL reserves the right to assess the capability of the agency to be deployed by contractor for preparation of such fabrication drawing, and prior approval from BHEL Engineering office at Noida, is required for appointment of such agency.
40.3	Since time is the essence of the contract, the contractor must indicate the location of their design office where from such detailed activities will be made operative.
40.4	Contractor shall submit progress report pertaining to fabrication drawing, by 7th of each month, section-wise cumulative bill of materials for which engineering drawing has been issued to them and status of fabrication drawing.
40.5	Bidder, at his own cost, shall supply electrodes required for fabrication, erection of structural steel as per specification and approval of BHEL.
40.6	Above mentioned clauses pertaining to consumption and wastage of structural steel applies to those materials issued by BHEL for site fabrication.
<b>41.0</b>	<b>INSURANCE</b>
41.1	BHEL shall arrange comprehensive MCE (marine cum erection) Insurance Policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at Site, Storage, civil works ,erection, testing and commissioning up to trial operation completion of unit including theft, sabotage, fire, lightning and other natural calamities.
41.2	Contractor shall report to BHEL in writing any damages to equipment/components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by BHEL site management. Any consequential loss arising out of non-compliance of this stipulation will be borne by contractor.
41.3	The contractor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is handed over to BHEL/ customer at Project site. For lodging/ processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the materials in his custody.
41.4	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, the expenses incurred for repair/replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.
41.5	Other conditions of Insurance shall be as per relevant clause of GCC/SCC.
<b>42.0</b>	<b>GUARANTEE</b>
	Guarantee period shall be 12 months from the date start of guarantee period as per relevant clause of GCC. Commencement of guarantee period shall be from the date completion of work under the contract as certified by BHEL
<b>43.0</b>	<b>IDLE CHARGES</b>
43.1	Not applicable for this contract.
<b>44.0</b>	<b>OTHER TERMS</b>
44.1	Contractor shall provide temporary barricade all round the working area to avoid any untoward incident.
44.2	Any other non-conformity noticed not listed above will also be fined. The decision of BHEL engineer is final on the above. The amount will be deducted from bills of the contractor.
44.3	The contractor shall comply with all state and central laws, various labour laws, statutory rules and regulations, etc.
44.4	The payment of wages act, minimum wages act, workman compensation act, Employers Liability act, Industrial Dispute Act, Employees Provident Fund Scheme, Employees State Insurance, Contract Labour (Regulation and abolition) Act and other acts, rules & regulation for labour as may be enacted by the Government during the tenure of the

	contract and having force or jurisdiction at site. The contractor shall give to the local government body police and other relevant authorities all such notices as may be required by law.
44.5	While bidder's scope includes deployment of all resources, like T&P, materials, consumables, manpower including supervision etc for proper completion of the subject job and no sub-contracting for execution of the job is allowed by BHEL. Depending on project's requirement and on prior acceptance of BHEL, bidder may associate agencies for deployment of skilled/ unskilled manpower only for site execution. Bidder should arrange all resources, like T&P, materials, consumables, supervision etc directly for the subject job.
44.6	Drawing showing enough details for the construction as per the specification shall be furnished to the contractor in a phased manner as far as possible.
44.7	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC and other volumes of this tender, as applicable.

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
 Power Sector - Eastern Region,  
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Balance Structural works etc. of BTG area for Unit # 1 & 3 of 3x660 MW North Karanpura STPP, Jharkhand.	
Ref	1.0	Tender no PSER:SCT:NKP-C2000:19.
	2.0	BHEL's NIT, vide reference no PSER:SCT:NKP-C2000:7687, Date: 06-12-2019.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NKP-C2000:TCN-01, Dated 12-12-2019.
	4.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALTLAKE CITY, KOLKATA - 700 091  
 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 23398000