



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN – 02**

Ref: PSER:SCT:SDG-C2137:TCN-02

Date: 17-02-2022

Sub	Tender Change Notice (TCN) – 02.	
Job	Construction of 01 no. 275 M height RCC wet chimney with one(1) internal steel flue, having minimum 38 mm thick Borosilicate lining on internal surface of steel flue (excluding pile & pile cap) at 1x660 MW, Unit no. 5, WBPDCS Sagardighi TPP Extension Project, West Bengal.	
Ref	1.0	Tender no PSER:SCT:SDG-C2137:22.
	2.0	BHEL's NIT, vide reference no PSER:SCT:SDG-C2137:8974, Date: 10-02-2022.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:SDG-C2137:TCN-01, Date: 15-02-2022.
	4.0	All other pertinent issues till date.

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

1. Revised Volume-IF-TCC-CML-Rev-01 is attached, superseding Volume-IF-TCC-CML-Rev-00 issued earlier along with NIT. Bidders are requested to go through entire volume before submitting their offer.
2. Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
3. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

DY. MGR. (SCT)

Encl : As above.

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

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TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 1 OF 36

## CONTENTS

CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
2.0	SITE VISIT
3.0	NAME OF WORK
4.0	SCOPE OF WORK
5.0	DEVIATIONS
6.0	DEWATERING
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
8.0	GENERAL SERVICES TO BE RENDERED BY THE BIDDER
9.0	PROTECTION
10.0	GENERAL GUIDELINES FOR FIELD ACTIVITIES
11.0	LABOUR AND LABOUR LAWS
12.0	QUALITY ASSURANCE PROGRAMME
13.0	HEALTH, SAFETY & ENVIRONMENT
14.0	T&P TO BE PROVIDED BY BHEL
15.0	LAND
16.0	WATER
17.0	ELECTRICITY
18.0	PROCUREMENT OF CEMENT & CONSUMABLE
19.0	TEST CERTIFICATES
20.0	DELETED
21.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT
22.0	TOOLS & PLANTS (TO BE PROVIDED BY CONTRACTOR)
23.0	INSURANCE
24.0	MATERIAL HANDLING (BHEL ISSUED MATERIAL)
25.0	ISSUE OF MATERIALS
26.0	RETURN OF MATERIALS
27.0	CEMENT AND STEEL CONSUMPTION AND WASTAGE
28.0	RECONCILIATION OF BHEL ISSUED MATERIALS
29.0	RECOVERY OF MATERIAL
30.0	CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC
31.0	CIVIL LABORATORY AT SITE
32.0	CONSTRUCTION SCHEDULE
33.0	COMPLETION PERIOD
34.0	LIQUIDATED DAMAGE/ PENALTY
35.0	CERTIFICATE TOWARDS COMPLETION
36.0	GUARANTEE
37.0	INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE
38.0	OVER RUN CHARGES
39.0	REVISION ON ACCEPTED CONTRACT RATE
40.0	PRICE VARIATION CLAUSE
41.0	EXTRA/ ADDITIONAL ITEMS OF WORK
42.0	SECURITY DEPOSIT, PERFORMANCE BOND & FINAL BILL
43.0	TAXES, DUTIES ETC
44.0	INTERIM PAYMENTS
45.0	CONTRACT PRICE
46.0	DESIGN OFFICE, FABRICATION DRAWING FOR STRUCTURAL STEEL WORKS
47.0	METHOD OF MEASUREMENT
48.0	OTHER TERMS
	ANNEXURE-A

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 2 OF 36

This volume shall be construed as part of tender document and shall be read along-with others volumes of tender. Unless otherwise specified, in case of any conflict or inconsistency between the general and technical conditions, the same shall be brought out by the bidder in writing to BHEL for clarification during pre-bid discussions; if applicable; failing which most stringent interpretation/ clause in favor of BHEL shall be adopted and the same shall be binding to the bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each package of the tender.

CLAUSE NO	DESCRIPTION
<b>1.0</b>	<b>PROJECT SYNOPSIS AND GENERAL INFORMATION</b>
1.1	<p><b>DETAILS OF PROJECT</b></p> <p>Project name: Sagardighi Thermal Power Extension Project, unit # 5, 1x660 MW.  No of unit x capacity: 1 x 660 MW (Super-critical).  Project setting up by: West Bengal Power Development Corporation Limited.  Design ambient dry bulb temp: 50<sup>0</sup> C maximum &amp; 5<sup>0</sup> C minimum  Max relative humidity: 84%.  Average rainfall: 1389 mm.</p>
1.2	<p><b>APPROACH TO SITE</b></p> <p>The site is located at Manigram, about 13 km north of Sagardighi town by the side of the SMGR (Sagardighi-Manigram-Gankar-Raghunathgunj) road at a distance 20 km. from National Highway 34 in Murshidabad district in W.B and around 240 km from Kolkata.  Nearest railway station is Manigram adjacent to the site on Bandel-Barhawara branch line and 6.5 km from Sagardighi Railway Station on Sainthia-Azimgunj line of Eastern Railway.  Nearest Airport: NSC Bose Air Port, Kolkata.  Nearest Seaport: Haldia / Kolkata</p>
<b>2.0</b>	<b>SITE VISIT</b>
	The contractor should visit project site and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
<b>3.0</b>	<b>NAME OF WORK</b>
	Construction of 01 no. 275 M height RCC wet chimney with one(1) internal steel flue, having minimum 38 mm thick Borosilicate lining on internal surface of steel flue (excluding pile & pile cap) at 1x660 MW, Unit no. 5, WBPDC Sagardighi TPP Extension Project, West Bengal.
<b>4.0</b>	<b>SCOPE OF WORK</b>
4.1	The scope broadly covers providing labour, supervision, materials (except those which will be supplied by BHEL free of cost), scaffolding, power, fuel, construction equipment, T&Ps, consumables, measuring & testing instruments, supplies, transportation, storage etc all incidental items not herein specifically mentioned but reasonably implied or found required for the successful completion of work as per technical specification and terms & conditions of tender taking into account all clarifications, confirmations and agreements for construction of 275 m high RCC wet chimney with one(1) internal steel flue, having minimum 38 mm thick Borosilicate lining on internal surface of steel flue. Scope of work is excluding work of Chimney pile and pile cap but including the following:
4.1.1	Construction of RCC Shell/wind shield by slip form method based on approved drawing & specifications. Design, engineering, supply, installation and operation of slipform system including vetting of design and drawing through third party is covered in the scope of contractor. Slipform related works, viz., shell/structural work, supporting arrangement, bhel psr safety requirements/arrangements, installation of required supports, winches, wooden platform, jacks (including testing by third party), jack rods, lighting arrangements, panel, passengers cage, spares etc, required for during concreting work of shell/wind shield are covered in the scope of contractor. For appointment of any agency as third party by contractor for vetting of design/engineering and testing, prior approval of the agency by BHEL/Customer is required. Scope of work of contractor also covers supply and execution of concreting work with required grade of concrete, reinforcement work, providing of pocket etc. all complete required for completion of RCC shell/wind shield. Reinforcement Steel required for the items of works wherever specifically mentioned in Price Schedule in BHEL's scope, shall be procured by BHEL and issued to contractor on free of cost (FOC) basis.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 3 OF 36

4.1.2	Structural fabrication & erection work of internal/external platforms including surface preparation and painting. All platform structures shall have bolted field connections unless specified otherwise. Structural Steel required for the items of works wherever specifically mentioned in Price Schedule in BHEL's scope, shall be procured by BHEL and issued to contractor on free of cost (FOC) basis. Connection design & preparation of fabrication drgs, and appointment of a separate agency for review and approval of fabrication drgs of these structures in consultation with BHEL is also covered in the scope of contractor.
4.1.3	Fabrication & erection of structural steel flues (liners) complete with all bends, flanges, stiffeners, all other flue attachments, support system, collars, access manholes and gas sampling ports along with gaskets and other accessories & staying system. To prevent flue gas leakages, the applicable field joints of flue liners shall necessarily be welded. Connection design & preparation of fabrication drgs, and appointment of a separate agency for review and approval of fabrication drgs in consultation with BHEL is also covered in the scope of contractor. Structural Steel required for the items of works wherever specifically mentioned in Price Schedule in BHEL's scope, shall be procured by BHEL and issued to contractor on free of cost (FOC) basis.
4.1.4	Installation of Borosilicate Glass Lining inside MS Flue Cans, including surface preparation, application of primer, adhesive etc. as per the technical specifications and approved erection procedure under the expert supervision of Borosilicate Glass Lining manufacturer /supplier. Borosilicate Glass Lining Materials, Primer, Adhesive (suitable fixing materials) and on-site-technical support and QA/QC supervision by lining system (borosilicate glass block & adhesive) supplier shall be provided by BHEL on Free of Cost basis.
4.1.5	Supply & installation of condensate collection as per approved drawing, specification and methodology. Condensate flow study is not covered in the scope of contractor.
4.1.6	Erection of transition and duct (BHEL supply) & related work including supporting structures.
4.1.7	Supply including design, receipt, unloading, erection, testing and commissioning of rack & pinion type stack elevator including all fixtures and accessories complete, electrical equipment; allied items, cabling, earthing, spares etc. as per spec. and drawings required for commissioning of elevator. Supplier as well as drawings/documents of elevator to be duly approved by BHEL/Customer. For this agency shall provide name of supplier along with credential etc. for acceptance.
4.1.8	Supply & installation & commissioning of electrical items including earthing and Lightning protection system.
4.1.9	The scope of work also includes:
4.1.9.1	Setting up one (01) no Automatic Batching plant with capacity of minimum 30 Cum/Hr with Printing facility with required Silo for storing of Cement. All machineries, equipment's, tools tackles including transit mixer, vibrating needle, dewatering pump, roller, compactor, admixture etc. to be made available prior start to concreting activity. All test samples to be taken in presence of BHEL/WBPDCL Engineer and joint protocol to be maintained by contractor
4.1.9.2	Testing of ingredients of concrete as well as Mix design (M25 and M30 or above) for all concreting shall be carried out from a reputed and specialist institute as per specification and instruction of BHEL. Test results of ingredients, Mix design recommendation along with accompanying test results of trial mixes at site as per relevant IS code/standard is to be submitted to BHEL/WBPDCL for approval before it can be used on the works. Contractor has to ensure adding of admixture and maintaining of cement content in line with latest revisions of IS 456, IS 10262 and other relevant codes as advised by BHEL time to time without any additional cost.
4.1.9.3	Setting up of fabrication arrangement, shot blasting and painting arrangement with required T&Ps
4.1.9.4	The working area shall be separated from the existing plant area by cordoning off the area by providing MS / GI sheets of suitable heights with appropriate frame work as approved by BHEL/Customer. No extra payment shall be paid to contractor for this work
4.1.9.5	The Customer West Bengal Power Development Corporation Limited (WBPDCL) 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.
4.1.9.6	Furnishing samples of all materials required by the engineers for testing / inspection and approval for use in the works. The samples may be retained by the engineer for final incorporation in the works.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 4 OF 36

	Furnishing test reports for the products used or intended to be used, if called for the specifications or if so desired by the engineer.
4.1.9.7	Providing contractor's supervision in strict compliance with the requirement of this specification and approved construction drawing.
4.1.9.8	Arranging manufacturer's supervision for items of work done as per manufacturer's specifications when so specified.
4.1.9.9	As instructed by BHEL and as per approved FQP, Materials to be procured by the bidder must be approved by BHEL / WBPDCL. A tentative list of suppliers of some of the items is provided herewith this document. For suppliers other than those mentioned in the list, specific approval of BHEL / WBPDCL will be required.
4.1.9.10	All quality standards, tolerances, welding standards & other technical requirements shall be strictly adhered to. The bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, soil conditions, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.
4.1.9.11	Setting up of a testing laboratory (one AC lab size 4.5mtr x 4.5mtr and 1 non AC lab 4.5 mtr x 6mtr) in the field to carry out all relevant tests is also covered in the scope of contractor. Detail of laboratory equipment's as per relevant annexure of this tender is to be arranged by the contractor within quoted / accepted rate. For conducting day to day work, one no. chemist / Qualified quality engineer to be deployed as necessary.
4.1.9.12	Setting up of a testing room with compressive test machine for testing of concrete cubes and other site test instruments for conducting day to day testing of concrete cubes, compaction, brick & material testing work is also covered in the scope of contractor.
4.1.9.13	The scope shall also include other related works although they may not be specifically mentioned in the subsequent clauses and all such incidental items not mentioned, but are necessary for completion of the work as a whole. The scope also includes supply of all labour, technical personnel, materials, consumables, equipment for execution of work, temporary storage sheds, temporary colony for labour and staff, temporary site office, construction plants, transportation/handling, getting all materials tested at site laboratory or approved laboratory outside, submitting test reports, arranging supervision etc. 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.
4.1.9.14	The successful bidder shall strictly abide by State & Central laws, statutory rules, regulations, Labour law, BOCW etc as indicated in tender. In addition, successful bidder shall comply with PF regulations etc for all their employees/ workmen as per local authorities/ Governing Body instructions. Compliance with statutory obligations as well as any other requirements/ provisions with respect to successful bidder's manpower, equipment including insurance, medical facilities, minimum wages, safety requirements, accommodations, etc are the responsibility of successful bidder.
<b>5.0</b>	<b>DEVIATIONS</b> The bidder is required to submit his offer in the relevant schedule / format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule / format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule / format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any / all deviations submitted after opening of the bid.
<b>6.0</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>7.0</b>	<b>GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)</b>
7.1	Except where otherwise specified, the plant / equipment shall comply with appropriate Indian Standard or an agreed internationally accepted Standard Specification as mentioned elsewhere in tender, 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

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 5 OF 36

	BHEL to identify all of the plant/ equipment in the same detail as would be possible had there been a standard specification.
7.2	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.
7.3	In the event of any conflict between the codes & standards referred above and requirements of this specification, the requirements which are more stringent shall govern.
7.4	Tools used during erection and commissioning shall not be accepted except with the specific approval of the engineer.
7.5	Wherever specified or required the plant / equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc, wherever required. Obtaining approval for plant / equipment supplied under the specification from statutory authorities shall be the responsibility of the contractor.
<b>8.0</b>	<b>GENERAL SERVICES TO BE RENDERED BY THE BIDDER</b>
	Services for construction, fabrication, erection etc. under the contract shall include but not be limited to the following:
8.1	Collecting materials from store / open yard from time to time for construction / fabrication / erection as per the construction program and unloading of reinforcement steel, structural steel, borosilicate blocks, etc as per flow of consignment. The contractor shall be the custodian of all the materials issued till the plant / equipment is officially taken over by the owner / BHEL after complete construction, erection and commissioning. The contractor shall maintain adequate security personnel and security measures for proper precaution and safety of material.
8.3	Deployment of all skilled and unskilled manpower required for construction, fabrication, erection, supervision, watch & ward, commissioning and other services to be rendered under this contract.
8.4	Deployment of all erection/construction tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection/construction work to be handled under scope of this specification except otherwise specified.
8.5	Unless otherwise specified, supply of all consumables including welding electrodes as well as materials required for temporary supports, scaffolding etc necessary for completion of work covered in this contract.
8.6	Providing support services for the contractor's erection staff e.g. construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, watch and ward for security and safety of the materials under the Contractor's custody etc. as required.
8.7	Maintaining proper documentation of all site activities undertaken by the contractor as per the proforma mutually agreed with BHEL, submitting monthly progress reports as also any such document as and when desired by BHEL/ owner, taking approval of all statutory authorities e.g., Factory Inspector, Provident Fund authority etc. for respective portions of work under the jurisdiction of such statutes of laws.
8.8	As part of overall project management activity, the contractor shall be responsible for proper co-ordination of erection/construction activities during various phases of execution of the contract. The contractor shall identify a person designated as <b>construction manager</b> , with whom BHEL shall interact on matters related to execution of the contract. The construction manager shall be the single point contact person on behalf of the contractor. BHEL shall interact with the construction manager only on all matters pertaining to this contract and on issues requiring co-ordination between BHEL and the contractor. For timely completion of work, the contractor may have to work in more than one shifts. The contractor will not be eligible for any extra charge on this account.
8.9	The contractor shall confine all his field operations to those works which can be reformed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms etc and during other unfavorable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the contractor in proper and satisfactory manner in the performance of such works and with the concurrence of the BHEL Engineer. Such unfavorable construction conditions in no way relieve the contractor of his responsibility to perform the works as per the schedule.
8.10	The contractor shall supply all the skilled workmen like bar blender, fitter, carpenter, welders, gas cutters, electricians, riggers, sarangs, erectors, masons, etc. in addition to other skilled, semi-skilled

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 6 OF 36

	and unskilled workmen required for all works of handling and transportation from site store to erection/construction site, construction/erection, testing and commissioning contemplated under this specification. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. BHEL reserve the right to decide on the suitability of the workers and the other personnel who will be employed by the contractor. BHEL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forthwith remove him.
8.11	The supervisory staff employed by the contractor shall be technically qualified and experienced in the area of work. They shall ensure proper out turn of work and discipline on the part of labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL and BHEL's client.
8.12	The contractor shall also furnish daily labour report showing by classification the number of personal / labour engaged in various categories of work. The contractor shall also furnish progress report of work as required by BHEL engineer.
8.13	The work shall be executed under the usual conditions without affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate with other personnel, and other contractors, co-ordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
8.14	The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerance given in the drawing / instruction given by BHEL Engineer from time to time.
8.15	It is the responsibility of the contractor to engage his workman in shifts or on overtime basis for achieving the target set by BHEL during construction/erection, commissioning and testing period. Contractor's quoted rate shall include all these contingencies.
8.16	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the contract.
<b>9.0</b>	<b>PROTECTION</b>
9.1	Equipment having anti-friction or sleeve bearings shall be protected by weather tight enclosures. Coated surfaces shall be protected against impact, abrasion, discoloration and other damages. Surfaces which are damaged shall be repainted.
9.2	Electrical equipment's, controls and insulations shall be protected against moisture and water damages. All external gasket surfaces and flange faces, couplings, rotating equipment shafts, bearings and like items shall be thoroughly cleaned and coated with rust preventive compound and protected with suitable wood, metal or other substantial type covering to ensure their full protection. All exposed threaded parts shall be greased and protected with metallic or other substantial type protectors
9.3	All piping, tubing and conduit connections on equipment and equipment openings shall be closed with rough usage covers or plugs. Female threaded openings shall be closed with rough usage covers or plugs or forged steel plugs. The closures shall be taped to seal the interior of the equipment. Open ends of piping, tubing and conduit shall be sealed and taped.
9.4	All required consumables including wire brush, emery papers, painting brush etc to be supplied by the contractor within the quoted rate.
<b>10.0</b>	<b>GENERAL GUIDELINES FOR FIELD ACTIVITIES</b>
10.1	The contractor shall execute the works in a professional manner so as to achieve the target schedule without any sacrifice on safety & quality and maintaining highest standards of safety, quality and cleanliness.
10.2	The contractor shall co-operate with owner/ BHEL and other contractors working in site and arrange to perform his work in a manner so as to minimise interference with other contractor's works. BHEL's engineer shall be notified promptly of any defect in other contractors' works that could affect the contractor's work. If rescheduling of contractor's work is requested by the owner's / BHEL's engineer in the interest of overall site activities, the same shall be complied with by the contractor. In all cases of re-schedule of work & resolving dispute/controversy, the decision of BHEL shall be final and binding on the contractor without any commercial implication.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 7 OF 36

10.3	BHEL engineer shall hold weekly meeting of all the contractors working at site at a time and a place to be designated by the engineer. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of BHEL and shall strictly adhere to those decisions in performing the work. In addition to the above weekly meeting, BHEL engineer may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called, will also attend such meetings.
10.4	Time is the essence of the contract and the contractor shall be responsible for performance of his work in accordance with the specified construction schedule. If at any time the contractor is falling behind the schedule, he shall take necessary action to make good of such delays by increasing his work to comply with the schedule and shall communicate such action in writing to the engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.
10.5	BHEL engineer shall however not be responsible for provision of additional labour and or materials or supply of any other services to the contractor except for the co-ordination work between various contractors as set out earlier.
10.6	The works under execution shall be open to inspection & supervision by BHEL's / Owner's engineer at all times. The contractor shall give reasonable notice to BHEL before covering up or otherwise placing beyond the reach of inspection for any work, in order that same may be verified, if so desired by owner/ BHEL.
10.7	Every effort shall be made to maintain the highest quality of workmanship by stringent supervision and inspection at every stage of execution. Manufacturer's instruction manual and guidelines on sequence of construction/erection and precautions shall be strictly followed. Should any error or ambiguity be discovered in such documents the same shall be brought to the notice of BHEL's engineer. BHEL interpretation in such cases shall be binding on the contractor.
10.8	The contractor shall comply with all the rules and regulations of the local authorities, all statutory laws including Minimum Wages, Workmen Compensation etc. All registration and statutory inspection fees, if any, in respect of the work executed by the contractor shall be to his account.
10.9	All the works such as making approaches for movement of manpower & machineries, barricading, scaffolding, cleaning, checking, levelling, blue matching, aligning, assembling, temporary erection for alignment, opening, dismantling of certain structure for checking and cleaning, surface preparation, edge preparation, fabrication of tubes and pipes as per general engineering practice at site, cutting, grinding, straightening, chamfering, filling, chipping, drilling, reaming, scrapping, shaping, fitting-up, bolting/ welding, etc as may be applicable in such construction/erection and necessary to complete the work satisfactorily, are to be treated as incidental and the same shall be carried out by the contractor as part of the work.
10.10	It is the responsibility of the contractor to do the alignment etc if necessary, repeatedly to satisfy engineer, with all the necessary tools & tackles, manpower etc. The alignment will be complete only when jointly certified so, by the contractor's engineer and BHEL/WBPDCL. Also the contractor should ensure that the alignment is not disturbed afterwards.
10.11	Equipment and material, in case wrongly installed, shall be removed and reinstalled to comply with the design requirement at the contractor expense, to the satisfaction of BHEL / owner.
10.12	After identification of erection materials by BHEL at BHEL's store/ storage yard, it shall be the responsibility of the contractor to take delivery of materials from BHEL's store/ storage yard by contractor's own manpower, T&P & vehicle and re-stack the leftover materials as per erection sequence at BHEL store at their own cost. The entire activities are to be carried out under supervision of BHEL's engineer.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 8 OF 36

<b>11.0</b>	<b>LABOUR AND LABOUR LAWS</b>
11.1	<p><b>Recruitment of Local Labour:</b> Local labours shall be engaged for unskilled work. Preference may also be given for appointment of local people in semiskilled and skilled categories, if such suitable persons are available.</p>
11.2	<p><b>Labour Laws and Local Regulations:</b> The Contractor shall abide by the prevailing labour laws and shall have to obtain labour license from the appropriate authority as per the law at his cost and shall indemnify the Purchaser about his financial and other obligations arising out of labours/workers employed by him. On obtaining the labour license, the Contractor at appropriate time shall submit certified photocopy of the same to the Purchaser. The Contractor and its sub-contractor (s) shall possess valid PF &amp; ESI Code.</p>
11.3	<p><b>Wages and Working Hours:</b> The Contractor shall pay rates of Wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where the work is carried out but not less than the applicable minimum wages or by machinery of negotiation or arbitration to which the parties are organizations of employers and trade union's representatives respectively of substantial proportions of the employers and workers engaged in the trade or industry in the district. In the absence of any rates of Wages, hours or conditions of labour so established the Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favourable than the general levels of wages and hours and conditions observed by other contractor whose general circumstances in the trade or industry in which he is engaged are similar.</p>
11.4	<p><b>Contractor to furnish return of labour employed:</b> The Contractor shall, if required by the BHEL Engineer, deliver to the Engineer or to his office a return in such form and at such intervals as the Engineer may prescribe showing in detail category-wise number of classes of labour from time to time employed by the Contractor on the Site and such information in respect of construction machinery as the Engineer may require also to be submitted.</p>
11.5	<p>The Contractor shall make his own arrangements for the engagement of all labour and provide on the Site in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.</p> <p>The Contractor shall, so far as is reasonably practical, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of his staff and labour.</p>
11.6	<p><b>Other Requirements:</b></p> <ol style="list-style-type: none"> <li>The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulation or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor(s), agents of employees.</li> <li>The Contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit the same as aforesaid.</li> <li>The Contractor shall in all dealings with labour in his employment have a due regard to all recognised festivals, days of rest and religious or other customs.</li> <li>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local municipal or sanitary authorities for the purpose of dealing with and overcoming the same.</li> <li>The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Site against the same.</li> <li>The Contractor shall be responsible for observance by his sub-contractor(s) of the foregoing provisions.</li> </ol>

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 9 OF 36

11.7	Contractor shall deploy only qualified and experienced engineers/ supervisors. They shall have professional approach in executing the work.
11.8	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.
11.9	The supervisory staff employed by the contractor shall ensure proper outturn 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 in a safe and proper manner and in coordination with other labour and staff employed directly by BHEL or other contractors of BHEL or BHEL 's client.
11.10	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 alternate arrangements at the contractor's risk and cost.
11.11	COMMUNICATION
	The contractor shall be responsible for arranging all communication facilities for himself at site. The contractor has to establish independent internet/ e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with BHEL's voice/ data network and database systems at site.
11.12	CLEANLINESS
11.12.1	The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by BHEL/ customer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
11.12.2	Similarly, the labor colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of BHEL/Customer. Proper sanitary arrangements shall be provided by the contractor, in the work-areas, office and residential areas of the contractor.
11.12.3	Bidders to note that following.
11.12.4	No staff quarter shall be provided by BHEL.
11.12.5	All site execution approaches required for movement of cranes, trailers, trucks, dumpers, etc shall be arranged by the contractor at his own cost.
11.12.6	The contractor shall solely be responsible for the safety, quality & quantity of material after it is handed over and issued to contractor by the BHEL.
12.0	QUALITY ASSURANCE PROGRAMME
12.1	INSPECTION & FIELD QUALITY ASSURANCE
12.1.1	Contractor shall carry out all activities conforming to the approved Field Quality Plan (FQP) & technical instructions 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, specifications and quality standards. Contractor shall provide the services of quality assurance engineer as per the relevant clauses.
12.1.2	Preparation of quality assurance log sheets and protocols with BHEL/ 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.
12.1.3	The protocols between contractor and customer / BHEL shall be made for correctness of work, materials, procedures, at each stage of installation, generally as per the requirement of customer / BHEL. This is necessary to ensure elimination of errors and to avoid accumulation and multiplication of errors.
12.1.4	A daily log book (with proper indexing) should be maintained by every supervisor / engineer of contractor, for respective area of work, on the job for detailing and incorporating alignment/ clearance / centering / levelling readings and inspection details of various work/equipment, etc. This log book shall be always accessible to BHEL engineers. High pressure welding (as applicable under the scope of this contract) details like serial number of weld joints, welders name, date of

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 10 OF 36

	welding, details of repair, heat treatment etc. will be documented in welding log as per BHEL Engineer's instructions. Record of radiography (as applicable under the scope of this contract) 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 (as applicable under the scope of this contract) performed shall be maintained as prescribed by BHEL.
12.1.5	The performance of welders (as applicable under the scope of this contract) will be reviewed from time to time as per the BHEL standards. Welders' performance record shall be furnished periodically 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.
12.1.6	Only welders duly authorized by BHEL / customer / consultant after welder qualification test as per ASME Sec-Ix / AWS D1.1 (as applicable) shall be engaged on the work. All the welders shall carry identity cards as per the proforma prescribed by BHEL / Customer / Consultant.
12.1.7	Any rectification of work, re-laying or re-termination of cables / re-erection of equipment or instruments / recalibration of instruments etc. required due to contractor's mistake and found at any stage inspection shall be carried out by the contractor at no extra cost. Repair / rectification procedure to be adopted to make any job acceptable shall be subject to the approval of BHEL.
12.1.8	Weekly Quality Review Meeting at site shall be organised by BHEL to discuss quality issues and next weeks' inspection plans. Site in-charge of the contractor along with QAEs of the contractor must be present in the meeting with closure report of the issues raised by BHEL in the previous meetings.
12.2	REQUIREMENT OF ISO 9001
12.2.1	BHEL: PSER is accredited with ISO 9001-2015 certification and as such this work is subject to various audits to meet ISO 9001-2015 requirements.
12.2.2	<p>The basic philosophy of the Quality Management System under ISO 9001 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, &amp; 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.</p> <p>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.</p>
12.2.3	BHEL reserves the right to carry out quarterly quality audits and quality surveillance of the systems and procedures of contractor's quality management. Contractor shall provide all necessary assistance to enable BHEL to carry out such audit & surveillance.
12.2.4	Quality audits / approval of the results of test & inspection will not prejudice the right of BHEL to reject an equipment service not giving desired performance and shall not in no way limit the liabilities and responsibilities of the contractor in earning satisfactory performances of equipment / service as per specification.
12.3	MMEs / MMRs
12.3.1	Contractor shall ensure deployment of reliable and calibrated MMEs (Measuring and Monitoring Equipment). The MMEs shall have test / calibration certificates from authorised / 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.
12.3.2	Contractor shall provide all the Measuring Monitoring Equipment (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

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 11 OF 36

	instruments / gauges / tools for the work under this specification, is final and binding on the contractor. BHEL shall give an indicative list of MMEs required for this work elsewhere in this contract and to be made available by the contractor. The list will be reviewed by BHEL site as per the requirement of approved FQPs and the contractor shall meet any augmentation needed wherever required.			
12.3.3	It is the responsibility of the contractor to prove the accuracy of the testing / measuring / calibrating equipment brought by him based on the periodicity of calibration as called for in the BHEL's quality assurance standards/BHEL Engineer's instructions.			
12.3.4	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.			
12.3.5	In the courses of 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.			
12.4	INSPECTION BY TS / FES / QA ENGINEERS OF BHEL UNITS / ENGINEERING CENTRES			
12.4.1	Apart from day-to-day inspection by BHEL Engineers stationed at Site and Customer's Engineers, stage inspection of construction/erection activities and commissioning at various stages may also be conducted by teams of Engineers from Field Engineering Services of BHEL's Manufacturing Units, Quality Assurance teams from Field Quality Assurance, Unit/Factory Quality Assurance and Commissioning Engineers from Technical Services etc. Contractor shall arrange all labour, tools and tackles etc along with proper access for such stage inspections free of cost.			
12.4.2	Any modifications suggested by BHEL FES and QA Engineers' team shall be carried out. Claims of contractor, if any, shall be dealt as per applicable clause of the contract, and provided such modifications have not arisen for reasons attributable to the contractor.			
12.5	CONFORMANCE TO THE STATUTORY REQUIREMENTS (AS APPLICABLE UNDER THE SCOPE OF THE CONTRACT)			
12.5.1	<p>The work to be executed under these specifications has to be offered for inspection, at appropriate stages of work completion, to various statutory authorities for compliance with applicable regulations. The work related statutory inspections, though not limited to, are as under:</p> <ol style="list-style-type: none"> <li>1) Inspectorate of Steam Boilers and Smoke Nuisance</li> <li>2) Electrical Inspector</li> <li>3) Factory Inspector, Labour Commissioner, PF Commissioner and other authorities connected to this project work.</li> </ol> <p>The scope includes getting the approvals from the statutory authorities, which includes arranging for inspection visits of statutory authority periodically as per BHEL Engineer's instructions, arranging materials for ground inspection, taking rub outs for stamping of the pressure parts / pipes to be offered for inspection, submitting co-related inspection reports, documents, radiographs etc and following up the matter with them. Contractor shall also make all arrangements for offering the Products / Systems for inspection at location, as applicable, to the concerned authority.</p>			
12.6	STORAGE & PRESERVATION OF WELDING ELECTRODES & OTHER BHEL-ISSUED MATERIAL			
12.6.1	The contractor shall be responsible for storage & preservation of welding electrodes & other BHEL-issued materials as per BHEL Storage & Preservation Guidelines / Instructions.			
12.7	PENALTIES ON VENDORS / SUB-CONTRACTORS AGAINST NON-COMPLIANCE OF QUALITY NORMS			
Sl. No.	Nature of Non-compliance	Penalty for Domestic Project	Penalty for Export Project	Remarks
GENERAL				
12.7.1	Unavailability of QAE deployment schedule (duly approved by BHEL Site) matching with manpower requirement of approved L2 schedule	0.10%	0.10%	Against each RA bill

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 12 OF 36

12.7.2	Unavailability of required number of QAE with proper experience & NDT certification as per the requirement of the Contract	Rs. 1,000.00	\$16.00	Per person per day
12.7.3	Not attending quality meeting of BHEL by nominated member of vendor / sub-contractor	Rs. 2,000.00	\$32.00	Per meeting
CALIBRATION				
12.7.4	Use of MMEs without valid calibration certificate	Rs. 1,000.00	\$16.00	Per equipment per instance
12.7.5	Use of NDT equipment, welding equipment without having valid calibration certificate / condition not as per requirement	Rs. 1,000.00	\$16.00	Per equipment per instance
WELDING & NDT				
12.7.6	Unqualified welders carrying out welding / tack welding	Rs. 1,000.00	\$16.00	Per welder per instance. (Gatepass of the person shall be withheld)
12.7.7	Not using portable oven for welding consumables	Rs. 500.00	\$8.00	Per welder per instance. (The consumables in the oven shall be confiscated)
12.7.8	Not using electrodes pre-baked in baking oven	Rs. 500.00	\$8.00	Per instance. (The subject consumables shall be confiscated)
12.7.9	Not using welding consumables of approved make & not using correct type of electrode as per approved EWS / Drawing / WPS	Rs. 1,000.00	\$16.00	Per instance. (The subject consumables shall be confiscated)
12.7.10	Non-removal of welding slag and spatters after welding	Rs. 500.00	\$8.00	Per joint
12.7.11	Not using NDT equipment as prescribed in the manual / FQP / guidelines / Contract	Rs. 1,000.00	\$16.00	Per equipment per instance
12.7.12	Welder doing welding without valid job card	Rs. 500.00	\$8.00	Per instance
12.7.13	Discrepancy observed in the weld joints identified by BHEL / Customer for RT vs RT film offered	Rs. 2,000.00	\$32.00	per joint
MATERIAL MANAGEMENT				
12.7.14	Non-maintenance of grid pillar marking	Rs. 200.00	\$3.00	Per location week
12.7.15	Mismatch of location of material in store area w.r.t. location mentioned in stock register	Rs. 500.00	\$8.00	Per instance
12.7.16	Non-compliance of Preservation of material as per storage & preservation manuals	Rs. 1,000.00	\$16.00	Per equipment
12.7.17	Not offering received material for verification within stipulated time as per contract	Rs. 500.00	\$8.00	Per instance
PAINTING & ALLIED WORKS				
12.7.18	Not using primer / paints of approved make and as per Specifications	Rs. 1,000.00	\$16.00	Per instance
12.7.19	Painting without proper surface preparation as per approved schedule / drawing / FQP	Rs. 500.00	\$8.00	Per instance
PROTOCOLS & LOG SHEETS				

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 13 OF 36

12.7.20	Delay in preparation of Protocols / Logsheets as per approved FQP within 3 days of completion of checks	Rs. 200.00	\$3.00	Per protocol per day delay
<b>INSPECTION OF BOUGHT-OUT ITEMS / CONSUMABLES</b>				
12.7.21	Delay in offering inspection of Bought-out Items / Consumables / Aggregates (for items which need site inspection as per approved QP) within 3 days of receipt of material at site	1% of the item value of the LOT	1% of the item value of the LOT	per item per day delay after receipt of material
12.7.22	Delay in submission of required documents (viz. Invoice, Inspection Release Note, COC, MDCC, MTC as the case may be) of Bought-out Items (shop inspection items / consumables) within 3 days of receipt of material at site.	1% of the item value of the LOT	1% of the item value of the LOT	per item per day delay after receipt of material
NOTE: Any non-conformity requiring dismantling / rework, attributable to vendor / sub-contractor, shall be penalised at a rate mentioned above or cost to BHEL, whichever is higher.				
<b>13.0</b>	<b>HEALTH, SAFETY &amp; ENVIRONMENT</b>			
13.1	Refer <b>Document Number:</b> HSEP:14-SGD Rev.: 00, DATE: 25.04.2019 <b>Document Title:</b> Health, Safety and Environment Plan for Site Operation by Subcontractors for Sagardighi.			
<b>14.0</b>	<b>T&amp;P TO BE PROVIDED BY BHEL</b>			
	Except for mixing machine required for Borosilicate application job, no other T&P shall be provided by BHEL.			
<b>15.0</b>	<b>LAND</b>			
15.1	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 erection 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.			
15.2	Land, as available, may be provided for labour colony by BHEL / WBPDCCL. The contractor should visit the site to assess the site condition regarding feasibility of use of land for the purpose. The contractor to construct temporary labour colony / hutment as per his requirements after obtaining approval of formalities from statutory body			
15.3	The contractor shall provide minimum 1 no overhead water tank with minimum 20 nos. tap in their labour colony for drinking/washing etc purpose. One no cemented area of suitable width, length, with tap (s) for washing purpose etc. also to be provided.			
15.4	The contractor shall provide Sufficient nos. of toilet in their labour colony.			
15.5	Area within plant premises for fabrication, batching plant, office, storage area etc. for construction purpose shall be provided as per availability free of cost.			
15.6	The contractor will be responsible for handing back all lands, as handed over to him by BHEL/ WBPDCCL.			
<b>16.0</b>	<b>WATER</b>			
16.1	Construction and drinking water required at site, if available, will be provided to the contractor free of cost at two locations mutually agreed upon within 500mtr. of work area and successful bidder has to make his own arrangement for further necessary network for construction and drinking water system within the quoted price. Also, additional water source if required may have to be arranged by Bidder as per requirement of work at site with necessary permission from BHEL/WBPDCCL within the quoted price.			
16.2	Contractor should arrange on their own, drinking water in their labour colony.			
16.3	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.			
16.5	Contractor will have to arrange for storage of water to meet the day-to-day requirement. Bidder will ensure adequate supply of construction water to meet the requirement of water during concreting activity.			

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 14 OF 36

16.6	The availability of water (construction as well as drinking) in project site 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>17.0</b>	<b>ELECTRICITY</b>
17.1	CONSTRUCTION POWER & GENERAL ILLUMINATION NETWORK BHEL Shall Provide Construction Power free of charges at 415V level at two points within 500 Mtr. of the work place and bidders has to make his own distribution arrangement to draw electricity. Provision of suitable temporary lights at different floors/working areas for execution of the work & safety of workmen shall be provided by the vendor, within the quoted rate. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.
17.2	GENERAL 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 & 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.
17.3	The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/ T&Ps are deployed.
17.4	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.
17.5	Bidder will have to arrange sufficient illumination at their own work areas.
17.6	The contractor should ensure that the work in critical areas is not held up in the event of power breakdown and during power break down, vendor will use their own DG set for continuation of job. If the progress of work is hampered owing to interruption in power supply, it will be the responsibility of the contractor to take required corrective action to avoid cold joint formation in chimney shell and also take action to step up the progress of work so that overall progress of work is not affected.
17.7	The contractor shall have to make arrangement at their own cost for sufficient illumination that will be required in the working area for execution of the work & safety of workmen.
17.8	Though the construction power is provided free of charge, it is the responsibility of the vendor to ensure efficient utilization of the electricity. Suitable audit shall be carried out jointly by BHEL & vendor on a periodic basis to ensure the same. In case at any point of time it is found that construction power is being used inefficiently or for any other purpose than the intended use, the vendor will be suitably penalized as per the provision of the contract. The maximum penalty that can be imposed on the vendor shall be limited to one month's electricity charges (as will be obtained from the energy meter at drawal point) per incident of inefficient use or misuse.
<b>18.0</b>	<b>PROCUREMENT OF CEMENT &amp; CONSUMABLE</b>
18.1	For all works such as RCC, PCC, brick masonry, plastering etc, Cement required will be supplied by successful bidder within the quoted price. Type of cement required for the work shall be as per technical specification. Approval of manufacturer to be taken from BHEL / WBPDCCL before placement of order.
18.2	Unless otherwise specified, all consumables, like gas, electrodes, chemicals, lubricants etc. required for the scope of work, shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.
18.3	All consumables supplied by contractor and to be used for the job shall have to be approved by WBPDCCL/ BHEL prior to use.
18.3.1	The contractor shall construct waterproof cement store of adequate capacity (minimum 1000 MT) for storing and stacking of cement. CGI / Metal Sheet roofing (slope) with brick masonry wall, PCC flooring. Materials required for the same shall be provided by contractor at his own cost. Cement is

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 15 OF 36

	to be kept over wooden raised platform. Stacking of cement is to be done as per IS codes with proper illumination and locking arrangements.
18.3.2	Clodding of cement must be avoided. In case, such clodding of cement occur rendering the same unusable, then such quantity of cement shall be disposed immediately from the plant premises by the vendor.
18.3.3	Cement shall be stored in easily countable stacks with consignment identification marks. Consignments shall be used in the order of their receipts at site. Sub-standard or partly set cement shall not be used and shall be removed from the site, with the knowledge of the Engineer, as soon as it is detected.
18.3.4	Different types of cement shall be clearly marked with the Type and different types of cement shall not be intermixed.
18.3.5	All consumables required for the job shall be stored properly as per standards/manufacturer recommendation. Any consumable becoming defective or have crossed the expiry date/shelf life shall not be used for the job.
18.4	In the event of failure of contractor to bring required quantity of cement & necessary 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>19.0</b>	<b>TEST CERTIFICATES</b>
19.1	Necessary test certificates of all materials supplied by contractor are to be produced to BHEL prior to use of those materials.
19.2	Arrangement of testing at Site to be kept for cement (Initial & Final setting Time & compressive strength)
<b>20.0</b>	<b>DELETED</b>
<b>21.0</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.
21.1	<b>PLANNING &amp; MONITORING</b>
21.1.1	The bidder shall prepare detail construction schedule (L2-/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. Successful bidder will submit L-2 Schedule within one week from the date of issue of LOI.
21.1.2	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.
21.1.3	The contractor's site office must have facilities of communications like E-mail, and telephone with STD facility within a month from LOI.
21.2	<b>PROGRESS REPORTING</b>
21.2.1	The bidder shall submit daily, weekly and monthly progress reports for work force, materials reports, consumables (gases/electrodes) report and other reports as per pro-forma considered necessary by the BHEL. In case of any failure on contractor's part to comply with this, BHEL may at its discretion, consider to withhold part payment against their RA bills.
21.2.2	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.
21.2.3	The daily work force reports shall clearly indicate the work force deployed, category-wise specifying also the activities in which they are engaged.
21.2.4	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.
21.2.5	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 Kolkata / Site. These meetings will be attended by reasonably

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 16 OF 36

	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.	
21.2.6	During construction contractor shall provide soft copies of average forty colour digital photograph / slides (indicating date) each month (not less than five per week) of the works during progress.	
21.2.7	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.	
21.3	SITE ORGANIZATION	
21.3.1	The contractor shall maintain a site organization of adequate strength in respect of manpower, construction machinery and other implements at all time for smooth execution of the contract headed by a competent construction manager for site operations with sufficient level of authority to take site decisions. The vendor will submit organization chart (showing the name of Construction Manager) with individual bio-data indicating various levels of experts to be posted for supervision in the fields of supervision and execution, quality, material management, planning, safety, etc. The organization shall be reinforced from time to time, as required to make up slippage (if any) from the schedule without any commercial implication to BHEL. The organization chart is to be submitted within 10 days from the date of LOI.	
21.3.2	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.	
21.3.2.1	Planning engineer	1 (one) no.
21.3.2.2	Qualified safety officers with assistants (exclusive for safety supervision for project jobs) for Round The Clock Operation	Safety Officer –1 (one) nos. Safety Steward – 4 (four) nos.
21.3.2.3	Site supervising engineer and supervisors for supervision of Civil work for Round The Clock Operation	Engineers- 1 (one) nos Supervisors - 4 (four) nos
21.3.2.4	Site supervising engineer and supervisors for supervision of Structural work.	Engineers-1 (one) nos Supervisors - 2 (two) nos
21.3.2.5	Engineer & Supervisors for quality inspection for Round The Clock Operation	Engineers- 1 (one) nos Supervisors. 2 (two) nos
21.3.3	Deputation of above man-power shall be jointly decided at site in line with construction schedule.	
21.3.4	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 above.	
21.3.5	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 per man-month for engineer, Rs 35,000 per man-month for the supervisor/ safety officer and Rs. 30000 per man-month for safety steward from RA bills. Further induction of manpower such as site supervisor & site engineer will be decided at site as per requirement without any financial implication.	
21.3.6	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.	
21.3.7	In addition to above, a well experienced qualified engineer to be designated, as ‘Project Manager’, shall be deployed by the contractor at their HQ. 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.	
21.3.8	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.	
21.3.9	The contractor should also submit network programs for the construction/erection of various items. These networks shall show the customer / BHEL hold points (CHP), which have to be cleared by customer/ BHEL, or their authorized representatives before further erection can take place. These programs for the construction/erection would clearly identify responsibilities of the contractor and customer/ 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.	
21.4	CONSTRUCTION MANAGEMENT	
21.4.1	Based on the approved program, the contractor shall submit a program of construction / erection for 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	

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 17 OF 36

	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 WBPDCCL / BHEL to tie up detailed resources mobilization plan over the period of the contract matching with the performance targets.	
21.4.2	The program would be jointly finalized by the site in-charge of the contractor with BHEL / WBPDCCL's project coordinator as well as the site-planning representative. The program will also identify sequential events matching financial turnover.	
21.4.3	<p><b>Site Instruction Book:</b></p> <p>The Contractor shall, on receipt of the Engineering-in-charge's instruction to take up work shall supply at his own cost, Site Instruction Book which shall be kept at site of work under the custody of the Engineering-in-charge or his authorised representative. The Site Instruction Book shall have machine numbered pages in duplicate. Directions or instructions from the Engineering-in-charge to be issued to the Contractor, will be entered (in duplicate) in the Site Instruction Book (except when such directions or instructions are given by separate letter). The Contractor or his authorised representative shall regularly note the entries in the Site Instruction Book and also record thereon the action taken or being taken by him in complying with the said directions or instruction or any relevant point relating to the Work. The Contractor or his authorised representative may take away the duplicate pages of the Site Instruction Book for his own record. Such site instruction book shall also be maintaining for additional work/variation of scope of work. Any additional work variation of scope of work unless supported by entries in the Site Instruction Book or any written instruction shall not be entertained.</p> <p>The first page of Site Instruction Book shall contain the following particulars:</p> <ul style="list-style-type: none"> <li>i) Name of the work;</li> <li>ii) Reference to Contract No.;</li> <li>iii) Date of opening the Site Instruction Book;</li> <li>iv) Name and address of the Contractor;</li> <li>v) Name and address of the authorised representative (if any) of the Contractor;</li> <li>vi) Signature of the Contractor's representative;</li> <li>vii) Signature of the Engineering-in-charge;</li> <li>viii) Date of recording final inspection;</li> <li>ix) Date of actual completion of Work;</li> </ul> <p>Entries vide (viii) and (ix) above shall be filled in on completion of work and before the Site Instruction Book is recorded in the office of the Engineering-in-charge concerned.</p>	
<b>22.0</b>	<b>TOOLS &amp; PLANTS (TO BE PROVIDED BY CONTRACTOR)</b>	
22.1	Tentative list of T&P to be deployed by contractor for successful completion of work is detailed below.	
22.2	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&Ps, measuring (calibrated) instruments & handing equipments for timely completion of total work as per contract. In case of project requirement, some activities may have to be pre-poned. In such cases the contractor may have to deploy additional T&P. Quoted rate shall be inclusive of such requirements. However, contractor shall submit deployment plan of all T&P along with tender bid.	
22.3	In the event of any failure on the part of the contractor to deploy T & P to sustain desired work progress, BHEL may at his discretion also terminate the contract on this ground and take out any or whole amount of the contract from the scope of the contractor. In the event of failure of contractor to deploy necessary and sufficient T&P/ IMTEs to maintain work progress, <b>BHEL will arrange the same including mobilization, demobilization, hiring charge, fuel charge etc of same from any of BHEL site/ other agency &amp; charges</b> as applicable shall be deducted from contractor's RA bill.	
	Major T&P items	Mobilisation time (from the date of written intimation by BHEL to start the work)
22.4A	<b>For civil work</b>	
22.4A.1	1 no – minimum 30 Cum/Hr capacity of Automatic Batching Plant with Printing facility with required Silo for storing of Cement to be commissioned at Site.	Within 20 Days
22.4A.2	1 no. Mobile batching plant (5/6 CUM per hr capacity)	On requirement

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 18 OF 36

22.4A.3	2 nos Transit Mixer (5 / 6 Cum capacity)	1 No. within 45 Days & another in 60 days
22.4A.4	Slip / Inter form equipment set including required winches for man & material lifting, hydraulic spare pump, minimum 10% spare jack, jack rods, epoxy painted MS shutter plate, wooden planks, materials and passenger hoist with safety block (safety devices), safety ropes etc complete - 1 sets	To be mobilized within 30 days.
22.4A.5	Concrete Vibrator with adequate Needle (3 Nos. diesel driven + 3 Nos. electric driven)	1 no. diesel & 2 nos. electric driven within 30 days & balance As per site requirement
22.4A.6	1 No Total Station	Within 20 days.
22.4A.7	1 Nos Auto Level & Staff	Within 20 days.
22.4A.8	2 Nos Reinforcement Bending Machine	1 nos within 30 days Balance as per requirement
22.4A.9	2 No Reinforcement Cutting Machine	1 nos within 30 days Balance as per requirement
22.4A.10	Air Compressor	As per site requirement
22.4A.11	1 Nos. Hydraulic Excavator/ Poclain	As per requirement.
22.4A.12	1 Nos. Dumper	As per requirement.
22.4A.13	1 Nos. Vibromax/Earth Compactor	As per site requirement
22.4A.14	1 Nos Self Priming Dewatering Pump 5 HP (diesel / electric)	Within 20 days
22.4A.15	2 Nos Multi stage high lift water Pump (for curing) (lifting height shall be 275 metre).	Within 60 days
22.4A.16	Curing Pump – 1.5 / 2 HP	as per site requirement
22.4A.17	1 nos DG set (suitable capacity as per requirement)	Within 30 days.
22.4A.18	Civil Laboratory Equipment's as per list given in relevant annexure of this TCC	Within 20 days.
22.4A.19	Concrete Cube Molds	As per requirement
22.4A.20	1 No Compression Testing Machine (200 T Cap)	Within 30 days.
22.4A.21	1 Nos Drinking Water Tank – 1000 Lit.	Within 30 days.
22.4B	<b>For structural &amp; flue can work</b>	
22.4B.1	Strand Jack / winches with safety device lifting capacity 15 T-02 Nos.	As per requirement
22.4B.2	2 Nos Hanging platforms with safety device (two nos.)	As per requirement
22.4B.3	1 No. 75 T capacity crawler crane	as per requirement
22.4B.4	1 nos. crawler cranes 40/45T capacity crawler / tyre mounted crane	as per site requirement
22.4B.5	1 no. 18 / 20 T Crawler/Tyre Mounted Crane	As per site requirement
22.4B.6	1 Nos Hydra (10 / 12 T Cap) (FX or TRX / NextGen series of “ESCORT” or equivalent make)	as per requirement
22.4B.7	1 nos. magnetic base drill machine (All Cut)	as per site requirement
22.4B.8	8 nos welding rectifier	As per requirement
22.4B.9	Motorized MS plate bending machine along with angle bending device – 2 no.	as per requirement
22.4B.10	Power Winch – 3 T	As per requirement
22.4B.11	Power Winch – 5 T	As per requirement
22.4B.12	Power Winch – 10 T	As per requirement
22.4B.13	1 Nos Trailor – 15T,	As per requirement
22.4B.14	1 Nos Radiography Source.	As per requirement
22.4B.15	Radio set (VHF/UHF.)	As per requirement
22.4B.16	1 Nos Ultra-Sonography Testing Machine for structural work.	As per requirement
22.4B.17	Portable fire extinguishers as specified in <b>Document Number:</b> HSEP:14-SGD Rev.: 00, <b>DATE:</b> 25.04.2019	Within 30 days.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 19 OF 36

	<b>Document Title:</b> Health, Safety and Environment Plan for Site Operation by Subcontractors for Sagardighi.	
22.5	T & P shown in the above mentioned list and the mobilization schedule is tentative requirement considering parallel working. Mobilisation schedule as mutually agreed at site for major T&Ps, have to be adhered to and no change will be permitted. Further requirement will be reviewed time to time at site and contractor will provide additional T&P/ equipment's to ensure completion of entire work within schedule/target date of completion without any financial implication to BHEL. Vendor will give advance intimation & certification regarding capacity etc prior to dispatch of heavy equipment's.	
22.6	All T&Ps 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.	
22.7	In the event of contractor failing to arrange the required tools, plants, machineries, equipment, material or non-availability of the same owing to breakdown, BHEL will make alternative arrangement at the risk and cost of the contractor.	
22.8	Case 1: BHEL provides its own Capital T&P. In case the BHEL provides any T&P which is owned by BHEL, hire charges (as per BHEL norms) will be recovered from the contractor as per the prevailing BHEL corporate hire charges. In case, the T&P is specifically listed in "T&Ps to be deployed by Contractor", "Hire charges applicable to outside agencies other than contractors working for BHEL" will apply. If not listed, "hire charges applicable to contractor working for BHEL" will apply. The hire charges of Capital tools & plants are exclusive of operating expenses e.g. operator, fuel & consumables and the same shall be arranged by the contractor at his cost.	
22.9	Case 2 (i) In all cases other than that specified in case 1 above, actual expenses incurred by BHEL along with applicable overheads will be back-charges to the contractor. Case 2 (ii) In the event of need of change of type of any of major T&Ps, approval shall be taken from BHEL Engineer in-charge prior to mobilization. The decision of Number of T&P required due to replacing the enlisted T&P as per above table, shall be taken after analyzing the production capacity and suitability of both the T&Ps.	
<b>23.0</b>	<b>INSURANCE</b>	
23.1	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.	
23.2	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.	
23.3	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.	
23.4	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.	
23.5	Other conditions of Insurance shall be as per relevant clause of GCC/SCC.	
<b>24.0</b>	<b>MATERIAL HANDLING (BHEL ISSUED MATERIAL)</b>	

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 20 OF 36

24.1	Structural Steel, Reinforcement Steel, Earthing Mild Steel rod, Borosilicate Glass Block & Adhesives / Membrane & Primer Paint required for Borosilicate application, will be issued free of cost by BHEL for use in the work covered in this contract.
24.2	All other materials required for proper completion of job shall be provided by contractor from approved manufacturers/ suppliers and quoted rates shall be inclusive of this. 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.
24.3	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.
24.4	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.
24.5	It would be the responsibility of the contractor to sign on the delivery book acknowledgement slip of supplier / transport authorities etc. & to submit computerized account of all such consignments of materials received by them, daily to BHEL.
24.6	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.
24.7	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.
24.8	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.
24.9	Alternately Steel will be issued to the contractor from BHEL / customer's store within the plant premises, on weighment basis. Receipt from BHEL / customer's stores, handling/ transportation to work site, unloading etc. will be under the contractor's scope of work within his quoted rate.
24.10	Open land (Limited area free from encumbrance), as available, shall be provided by BHEL on free of cost basis. Contractor shall maintain one centralised fenced store cum bar bending yard & fabrication yard. Hard surfacing of this yard and all round drain shall be carried out by the contractor at his own cost within the quoted rate. Bidder shall make complete arrangement of necessary security personnel, to safeguard all such materials in his custody. Materials issued by BHEL will be used only for construction of permanent work. The contractor shall take care of material issued by BHEL and shall protect the same from theft, damage and weathering.
24.11	Excessive rusting of steel must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.
24.12	No material shall be issued to the contractor except as those indicated above i.e Structural steel, Reinforcement Steel, Earthing Mild Steel Rod, Borosilicate Glass Block & Adhesives / Membrane, & Primer Paint required for Borosilicate application. 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.
24.13	The contractor shall maintain proper store account for all the BHEL issued materials and shall give copy once in a month of computerized reconciliation statement along with RA Bill for maintaining account for the BHEL issued material.
24.14	The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by BHEL.
24.15	Under any circumstances, BHEL issued materials shall not be taken out of the project site unless otherwise permitted by BHEL.
<b>25.0</b>	<b>ISSUE OF MATERIALS (BHEL ISSUED MATERIAL)</b>

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 21 OF 36

25.1	ISSUE OF STEEL		
25.1.1	The steel shall be issued to you free of cost on the following basis.		
25.1.1.1	Structural steel (MS plate, ISMB, angle, channel, chequered plate, stainless steel plate) – Weighment basis (unit – MT).		
25.1.1.2	Reinforcement steel (TMT), MS earthing rod – Weighment basis (unit – MT).		
25.1.2	All the steel (MS plate, ISMB, angle, channel, chequered plate, stainless steel plate), reinforcement (TMT), MS earthing rod issued by the BHEL shall be properly accounted for. The total quantity of steel required for the work will be calculated from the approved bar bending schedule, fabrication drawings. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following/ applicable latest IS specifications.		
	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 hig
	Reinforcements Fe-500 confirming to IS:1786 and MS earthing rod Grade-1 of IS:432 (part-I) & IS:1732, Corten-B steel		
25.1.3	In case any such sectional weights are not available in the above documents or cannot be derived from above documents, the manufacturer recommendation shall be binding.		
25.1.4	The steel issued to you shall be mainly in standard length and sections as received from the supplier. However, you shall be bound to accept the steel in length as available in the project no claims for extra payment because of issue of non-standard length will be entertained.		
25.1.5	You shall satisfy yourself of the quality and quantity of the materials at the time of taking delivery from BHEL/ owner. No claims whatsoever will be entertained by BHEL because of quality or quantity after the materials are taken by you from BHEL/ owner stores.		
25.2	You have to ensure that no lamination materials are taken over from BHEL. Fabrication wastage, if any due to above, shall not be compensated by BHEL		
25.3	The contractor shall submit to the engineer, a statement indicating estimated quantity of steel required at least two months in advance. In addition, the contractor shall also furnish the estimated requirement of steel during a month by the third week of the previous month. Failing which BHEL will not be responsible to ensure supply of steel. Delay in completion if any for the same shall be on bidders account.		
25.4	You have to note that all fasteners like MS/ HT/ HSFG bolts/nuts, lock nuts, washers etc shall be supplied by you as per applicable item of price schedule.		
25.5	You have to note that cement/concrete and all types of steel required for your enabling job like store/ site office etc shall be arranged at your own cost.		
25.6	ISSUE OF BOROSILICATE GLASS BLOCK		
25.6.1	Borosilicate Glass block as received from manufacturer vide challan of the transporter shall be issued to the contractor in sqm worked out by multiplication of block sizes by no of block.		
25.7	ADHESIVES / MEMBRANCE		
25.7.1	Shall be issued in Kg / Litre as received in drum which is to be stored in Air-conditioned storage place arranged by the contractor.		
25.8	PRIMER PAINT		
25.8.1	Shall be issued in Litre as received in drum which is to be stored in Air-conditioned storage place arranged by the contractor..		
25.8.2	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.		
25.8.3	The contractor shall submit to the engineer, a statement indicating estimated quantity of Borosilicate Glass Blocks, required adhesives / membrane and primer required at least two months in advance.		
26.0	RETURN OF MATERIALS		

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 22 OF 36

26.1	RETURN OF STEEL INCLUDING SCRAP		
26.1.1	All surplus steel and all wastage materials will be taken back on weighment basis.		
26.1.2	Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately at a place as directed by BHEL/ engineer within the project area; Return of such materials will not be entitled to any handling and incidental charges.		
26.1.3	All wastage/ scrap (including wastage, unusable scrap) shall be returned to the stores on weighment basis and a receipt be obtained for material accounting purposes. Return of such material will not entitle the contractor to any additional cost due to handling, transportation and incidental charge.		
26.1.4	Scrap for reinforcement steel and structural steel shall be returned separately.		
26.2	<b>RETURN OF BOROSILICATE GLASS BLOCK</b>		
26.2.1	All unused Borosilicate blocks shall be taken back by BHEL. Contractor has to return the material at BHEL assigned location without & the same will not entitle the contract to any additional charge.		
26.3	<b>RETURN OF ADHESIVES / MEMBRANCE</b>		
26.3.1	All unused untampered adhesive / membrane drum shall be taken back by BHEL in Kg as received during issue. Open drum / partially used drum shall not be taken back		
26.4	<b>RETURN OF PRIMER PAINT</b>		
26.4.1	All unused untampered drum containing paint shall be taken back by BHEL in litre as received during issue. Open drum / partially used drum shall not be taken back		
26.5	<b>SCRAP AND SERVICEABLE MATERIAL</b>		
26.5.1	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.		
26.5.2	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 <b>serviceable material</b> .		
26.5.3	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.		
26.5.4	All TMT measuring 3 Meter and above in length shall be treated as <b>serviceable material</b> provided they are in good acceptable condition. TMT in less than 3 Meter shall be treated as scrap.		
27.0	<b>MATERIAL CONSUMPTION AND WASTAGE</b>		
27.1	REINFORCEMENT STEEL & MS ROUND CONSUMPTION		
27.1.1	The theoretical consumption of various diameter of reinforcement and MS round shall be based on approved construction drawing and bar bending schedule. Weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.		
27.1.2	Actual consumption = Issue – Surplus.		
27.1.3	Surplus = Un-tampered and unused quantity of steel including serviceable material returned by the contractor to BHEL store along-with relevant documents.		
27.1.4	Wastage = Actual consumption – Theoretical consumption.		
27.2	REINFORCEMENT STEEL & MS ROUND WASTAGE		
27.2.1	Allowable wastage: (+3%) of the theoretical consumption shall be considered as allowable wastage.		
27.2.2	Wastage and scrap shall be as per actual weighment basis.		
27.2.3	Sl no	Reinforcement steel , MS round	Basis of issue & penal recovery
	R-1	Theoretical consumption (without considering wastage and scrap or loss)	Free
	R-2a	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage and return to BHEL Store.	Free
	R-2b	Wastage limited to plus three percent (+3%) of aforesaid theoretical consumption (R-1) towards allowable wastage but not returned to BHEL Store.	Penal rate
	R-3	Wastage beyond three percent (+3%) of the theoretical consumption above (R-1).	Penal rate
27.3	STRUCTURAL STEEL CONSUMPTION		

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 23 OF 36

27.3.1	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 you for any deviation in weights for the two different procedures adopted for issue and calculation of the theoretical consumption including rolling tolerances.	
27.3.2	Actual consumption = Issue – Surplus.	
27.3.3	Surplus = Untempered, unused, uncut quantity of steel including serviceable material returned by contractor to BHEL store.	
27.3.4	Wastage = Actual consumption – Theoretical consumption.	
27.4	<b>STRUCTURAL STEEL WASTAGE</b>	
27.4.1	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).	
27.4.2	Structural steel including SS plate	
	S-1	Theoretical consumption (without considering any wastage, scrap or loss) as per specification & drg.
	S-2a	Wastage limited to plus four percent (+4%) of aforesaid theoretical consumption (S-1) towards allowable wastage (including invisible wastage limited to 0.5%) and return to BHEL Store.
	S-2b	Wastage limited to plus four percent (+4%) of aforesaid theoretical consumption (S-1) towards allowable wastage (including invisible wastage limited to 0.5%) but not returned to BHEL Store.
	S-3	Wastage beyond plus four percent (+4%) of the aforesaid theoretical consumption (S-1).
27.5	All wastage reinforcement, MS round and structural steel shall be returned to BHEL.	
27.6	<b>BOROSILICATE GLASS BLOCK</b>	
27.6.1	Wastage shall be controlled by Supplier of Borosilicate Glass Lining materials under the supervision of whom the lining work shall be carried out. Bidder to follow the instruction of Supplier. Wastage, even after compliance to instructions of supplier, if any, will not be considered under successful bidder's account. However, if it is established during the execution that wastage is due to non-compliances by the successful bidder vis-a-vis instruction of supplier and due to the same BHEL has to procure the additional material then the additional cost with applicable overhead including Taxes & duties shall be recovered from the Successful Bidder.	
27.7	<b>ADHESIVES / MEMBRANCE</b>	
27.7.1	Wastage shall be controlled by Supplier of Borosilicate Glass Lining materials under the supervision of whom the lining work shall be carried out. Bidder to follow the instruction of Supplier. Wastage, even after compliance to instructions of supplier, if any, will not be considered under successful bidder's account. However, if it is established during the execution that wastage is due to non-compliances by the successful bidder vis-a-vis instruction of supplier and due to the same BHEL has to procure the additional material then the additional cost with applicable overhead including Taxes & duties shall be recovered from the Successful Bidder.	
27.8	<b>PRIMER PAINT</b>	
27.8.1	Wastage shall be controlled by Supplier of Borosilicate Glass Lining materials under the supervision of whom the lining work shall be carried out. Bidder to follow the instruction of Supplier. Wastage, even after compliance to instructions of supplier, if any, will not be considered under successful bidder's account. However, if it is established during the execution that wastage is due to non-compliances by the successful bidder vis-a-vis instruction of supplier and due to the same BHEL has to procure the additional material then the additional cost with applicable overhead including Taxes & duties shall be recovered from the Successful Bidder.	
28.0	<b>RECONCILIATION OF BHEL ISSUED MATERIALS</b>	
28.1	You shall submit a reconciliation statement of cement and steel issued to you, once in a month. The same may be submitted along with RA bill.	

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 24 OF 36

28.2	You shall properly account for the material issued to you as specified herein to the satisfaction of BHEL certifying that the balance material are available in your custody at site.															
28.3	If it is noticed by BHEL that the wastage is high and calls recovery at the penal rate, then BHEL will proceed for recovery for the excess wastage as per penal recovery rates as specified from RA bill.															
28.4	The approved drawings/ bar bending schedules are to be considered for the purpose of reconciliation of materials.															
28.5	Reconciliation of steel shall be done on total issue & consumption basis.															
29.0	RECOVERY OF MATERIAL															
29.1	If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly RA bill at the penal rate stipulated below.															
	<table><tr><th colspan="2">PENAL RATE OF MATERIALS</th></tr><tr><th>Item</th><th>Penal rate</th></tr><tr><td>Reinforcement steel and MS earthing rod/GI flat</td><td>Rs 65,300 per MT</td></tr><tr><td>MS Flats, beams, channel, angels etc. (Rolled Sections)</td><td>Rs 65,600 per MT</td></tr><tr><td>Chequered Plates and MS plates</td><td>Rs 70,000/- per MT</td></tr><tr><td>Foundation bolts if supplied by BHEL</td><td>Rs 90,000/- per MT</td></tr><tr><td>Corten B steel &amp; SS plate</td><td>Rs 90,000/- per MT</td></tr></table>		PENAL RATE OF MATERIALS		Item	Penal rate	Reinforcement steel and MS earthing rod/GI flat	Rs 65,300 per MT	MS Flats, beams, channel, angels etc. (Rolled Sections)	Rs 65,600 per MT	Chequered Plates and MS plates	Rs 70,000/- per MT	Foundation bolts if supplied by BHEL	Rs 90,000/- per MT	Corten B steel & SS plate	Rs 90,000/- per MT
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30.0	CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC The contractor shall arrange at his own cost cleaning of area allotted, construction of his temporary office, stores, cement go down 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.															
31.0	CIVIL LABORATORY AT SITE Contractor shall establish and maintain civil laboratory with necessary equipment (as per Annexure-A) for conducting relevant site tests, as required.															
32.0	CONSTRUCTION SCHEDULE															
32.1	Entire work shall be carried out in accordance with the construction schedule given below, within the stipulated completion period. Within 30 days of LOI, the contractor shall discuss with BHEL site engineer & furnish the (L-3) construction schedule indicating all milestones on the basis of major activities and get it approved from BHEL Engineer.															
32.2	Schedule for major construction activities covered under the scope of work is as below.															
	Major activity description	Completion schedule from the date of start of work as certified by BHEL engineer at site (In Month)														
32.2.1	Commencement of Windshield (M1)	2.5 (Two and half) Month														
32.2.2	Completion of Windshield (M2)	08 <sup>th</sup> (Eighth) Month														
32.2.3	Completion of Chimney and ready to put into Operation (M3)	13 <sup>th</sup> (Thirteenth) Month														
32.3	The contractor shall plan his work in such a manner so as to meet the overall project schedule, in consultation with BHEL/ customer engineer.															
32.4	Contractor shall submit daily work program based on above construction schedule.															
33.0	COMPLETION PERIOD															
33.1	The entire work under this scope shall be successfully completed in all respect within 13 (Thirteen) months from the date of start of work as certified by Construction Manager, BHEL.															
33.2	Contractor shall mobilise resources to start the work within 15 days from date of intimation from BHEL.															
33.3	However, actual date of start of work shall be reckoned based on certification of Construction manager, BHEL.															
34.0	LIQUIDATED DAMAGE/ PENALTY															
34.1	<b>Overall Completion</b> In the event of any delay attributable to the Contractor towards completion of the facilities as per contract and handing over with the acceptable standard/quality within the period as stipulated in the contract or any extension thereof, the contractor shall be liable to pay liquidated damage to BHEL for the delay at the rate of one fourth percent (1/4%) of the total Contract Price plus applicable GST for per week of delay upto the date of completion of entire facilities. Acceptance of deliveries beyond the scheduled delivery date shall not prejudice the imposition of Liquidated damage.															

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 25 OF 36

	<p>The total amount of liquidated damages on account of delay in execution and non-fulfilment of performance shall not in any case exceed ten percent (10%) of the total Contract Price (without tax) plus applicable GST shall be paid.</p> <p>BHEL shall deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the Performance Guarantee of the Contractor. To be entitled to impose the liquidated damage, BHEL will not be required to prove that they have incurred such amount as actual damages.</p>
34.2	<p><b><u>Intermediate Milestones</u></b></p> <p>Additional, Liquidated Damage shall also be imposed for non-achievement of the intermediate Milestone as mentioned in Clause 32.2.1, 32.2.2 and 32.2.3 above at the rate of 1/10% from the payable amount for activities involved in achieving the respective intermediate milestone per week of delay plus applicable GST from the schedule date (s) as stipulated in the contract or any extension thereof. For such calculation of intermediate milestone LD, work involved in previous intermediate milestone will not be considered.</p> <p>Liquidated Damages on account of non-achievement of intermediate milestones shall be limited to 5% of contract price (without tax) plus applicable GST.</p> <p>The Liquidated damages (if applicable) on account of failure to achieve in time of intermediate milestone (s) shall not be deducted/adjusted from interim RA bill. All such amount on account of the LD (s) including applicable GST shall be accrued until the completion of Facilities and will be adjusted from final bill of the contractor.</p> <p>However, the accrued LD shall be waived off if the Completion of Facilities is achieved by the contractor as per the Contractual completion period.</p>
34.3	In all, bidder's liabilities on account of LD (for non-performance, non-completion of overall facilities and non-achievement of intermediate milestone) shall be restricted to 15% of contract price plus applicable GST.
34.4	BHEL shall deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the Performance Guarantee of the Contractor.
34.6	To be entitled to impose the liquidated damage, BHEL will not be required to prove that he has incurred such amount as actual damages.
34.7	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.
34.8	All other terms shall be as per the provision of GCC.
<b>35.0</b>	<p><b><u>CERTIFICATE TOWARDS COMPLETION</u></b></p> <p>The work under the scope of the contractor shall be deemed to have been completed in all respects only when so certified by BHEL/ customer. Decision of BHEL in this regard shall be final and binding on the contractor.</p>
<b>36.0</b>	<b><u>GUARANTEE</u></b>
36.1	Even though the work will be carried out under supervision of BHEL, the contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible.
36.2	<p>The contractor shall guarantee the work executed under the scope of the contract for a period of:</p> <p>18 (Eighteen) months from the date of completion of contract scope of work and handing over to BHEL/WBPDCL</p> <p style="text-align: center;"><b>OR</b></p> <p>12 (Twelve) months from date of operation acceptance of Power Plant (1x660 MW unit) whichever is earlier.</p> <p>Contractor shall rectify free of cost all defects due to faulty supply or work done. In case the contractor fails to repair/ replace the defective works within the time specified by the engineer, BHEL may proceed to undertake the repairs/ replace such defective works at contractor's risk and cost without prejudice to any other rights and recover the same from security deposit/ other dues.</p>
<b>37.0</b>	<p><b><u>INTEREST BEARING RECOVERABLE ADVANCE/ MOBILISATION ADVANCE</u></b></p> <p>Not applicable for this tender.</p>

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 26 OF 36

<b>38.0</b>	<b>OVER RUN CHARGES</b>
	Not applicable for this tender.
<b>39.0</b>	<b>REVISION ON ACCEPTED CONTRACT RATE</b>
	Not applicable in this tender.
<b>40.0</b>	<b>PRICE VARIATION CLAUSE</b>
	Applicable as per the relevant clause of GCC.
<b>41.0</b>	<b>EXTRA/ ADDITIONAL ITEMS OF WORK</b>
	It shall be as per GCC.
<b>42.0</b>	<b>SECURITY DEPOSIT, PERFORMANCE BOND &amp; FINAL BILL</b>
42.1	Security deposit shall be applicable as per relevant clause of GCC (Volume-IB).
42.2	Performance bond is not applicable for the tender.
42.3	<b>RELEASE OF SD BG AND FINAL BILL</b>
	In addition to other provisions of tender regarding release of SD and final bill, following provisions shall also be governing to this tender.
42.3.1	For SD BG- further extension beyond date of acceptance of final bill will not be enforced if the following is fulfilled.
42.3.1.1	Contractor discharges their responsibility in r/o of submission of final bill along with absolute 'No Demand Certificate' and other documents as detailed below to the satisfaction of BHEL
42.3.1.2	Joint protocol of set of documents as submitted as detailed in below is certified by site & contractor's representative.
42.3.1.3	There is no negative value of the final bill (after release of SD BG) - site to certify the same before release of SD BG.
42.3.1.4	Contractor has returned the property belonging to BHEL- site to certify the same before release of SD BG.
42.3.1.5	Contractor has submitted joint protocol against 'Delay analysis', if applicable for delayed execution of job.
42.3.2	List of documents to be submitted & jointly protocolled indicating acceptance of final bill by BHEL.
42.3.2.1	Final bill.
42.3.2.2	Measurement for final bill signed, jointly signed by BHEL & contractor's representative.
42.3.2.3	Statement having cumulative joint measurement for the contract, jointly signed by BHEL & contractor's representative.
42.3.2.4	Claim by contractor for refund of security deposit.
42.3.2.5	Jointly signed material reconciliation statement.
42.3.2.6	Statement of payment received from BHEL – Bill wise (Including RA/ PVC/ ORC/ rate revision/ extra work).
42.3.2.7	No claim certificate by contractor.
42.3.2.8	Clearance certificates wherever applicable, viz clearance certificates from customer, various statutory authorities, like Labour Department, PF Authorities, Commercial Department, etc.
42.3.2.9	Notarized Indemnity Bond as per prescribed format.
<b>43.0</b>	<b>TAXES, DUTIES ETC</b>
43.1	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.
43.2	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.
43.3	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.
43.4	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.
43.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
43.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 27 OF 36

43.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
43.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
43.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
43.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
43.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
43.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - “I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.”
43.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
43.7.5	You shall comply with all statutory amendment/notifications in this respect.
43.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the ‘Bill To’ details shall encompass following. 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.
43.9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
43.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
43.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
43.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
43.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
43.14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
43.15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 28 OF 36

43.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
43.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
<b>44.0</b>	<b>INTERIM PAYMENTS</b>
44.1	For all items of work as per Volume-III, Price Schedule, interim payment shall be limited to 95% of the gross value of interim bill on item rate basis.
44.1.1	Retention amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each running bill admitted, including PVC Bills. Other details shall be as per clause no. 2.22.1 of GCC.
44.1.2	100% of Retention amount /BG against retention amount shall be released as per clause no. 2.22.2 of GCC along with confirmation of receipt of TCS certificates from vendor, as applicable and confirmation of full GST credit to BHEL. Any interest if levied thereon for reasons elaborated in taxes & duties clause of the tender, which is not attributable to BHEL, will be recovered from final payment/retention/securities.
44.2	All admissible recovery / adjustments etc. shall be made from the interim payable amount.
44.3	Out of this 95 %, 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.
44.3.1	0.7 % shall be paid on compliance of housekeeping of vendor's working area and store/ office areas.
44.3.2	0.3 % shall be paid on compliance of general illumination of vendor's working area and stores, office area.
44.3.3	0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
44.3.4	0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.
44.4	BHEL site at its discretion may further split up the above percentages of break up or item weightage of price schedules (Vol.-III, schedule 3 & 4) and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
44.5	The contractor shall submit his running bill, once in a month at the end of each month. The RA bill complete in all respect, accompanied by BHEL engineers certified measurement sheets, jointly signed, will be paid within 45 days of submission of bill, subject to completeness and correctness. Income Tax at the prevailing rates on gross value of work done & applicable surcharge shall be deducted from contractor's bill, unless exempted by Income Tax Authority.
44.6	Applicable GST, which can be claimed at any point, shall be released to you upon compliance of following:
44.7	You declaring such Invoice in your GSTR-1
44.8	Receipt of Goods / services and Tax Invoice by BHEL
44.9	Confirmation of payment of GST thereon by you on GSTN Portal
44.10	Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.
<b>45.0</b>	<b>CONTRACT PRICE</b>
45.1	The bidder shall quote their price strictly in accordance with prescribed price/rate schedule of Volume-III (latest revision).
45.2	The quantities of the various items mentioned in the BOQ cum price schedule (Volume-III) are approximate, based on very preliminary information and may vary to any extent or be deleted altogether.
45.3	<u>QUANTITY VARIATION</u> Shall be applicable as per GCC.
<b>46.0</b>	<b>DESIGN OFFICE, FABRICATION DRAWING FOR STRUCTURAL STEEL WORKS</b>
46.1	Design/engineering drawings of steel structures shall be issued to the contractor time to time by BHEL, contractor will prepare & submit the detail fabrication / shop drawing including tabulated

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 29 OF 36

	form of bill of materials (BOM), joint calculations, for comments / approval of BHEL at the office of BHEL / PEM, Noida or BHEL 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.
46.2	Contractor shall also appoint a separate agency, approved by BHEL, for review and approval of fabrication drgs, in consultation with BHEL.
46.3	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.
46.4	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.
46.5	Contractor shall also submit progress report pertaining to review and approval of fabrication drawing, by 7th of each month.
46.6	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 (WBPDCCL).
46.7	Bidder, at his own cost, shall supply electrodes required for fabrication, erection of structural steel as per specification and approval of BHEL.
46.8	Above mentioned clauses pertaining to consumption and wastage of structural steel applies to those materials issued by BHEL for site fabrication.
<b>47.0</b>	<b>METHOD OF MEASUREMENT</b>
47.1	Mode of measurement shall be as per relevant clauses of technical specification of this tender. In case the same is not available the relevant IS 1200 in conjunction of IS code 3385 shall be adopted. In case the same is also not available, the standard procedure adopted in CPWD shall be adopted. In case the same is also not available in CPWD, the measurement of the work done will be based on the mutual agreement between BHEL and contractor. In all the above cases, the interpretation of BHEL will be final and binding to the contractor.
47.2	Method of measurement for earth work shall be as per following:
47.3	Earthwork in excavation - Measurement shall be as per actual excavated quantity at site
47.4	Earthwork in backfilling – Measurement shall be as per excavation quantity after deduction for concrete etc. Difference in final backfilled level with respect to initial ground level shall also be taken into account for deduction, if any, from excavation quantity.
<b>48.0</b>	<b>OTHER TERMS</b>
48.1	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.
48.2	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC, Volume-IB.

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 30 OF 36

**ANNEXURE - A**  
**LIST OF EQUIPMENTS FOR CIVIL SITE LABORATORY**

SL NO	NAME OF TEST	NAME OF EQUIPMENT	SIZE OF EQUIPMENT	REF
<b>CONCRETE TESTING EQUIPMENT</b>				
1	Concrete Compressive test	Digital Compressive Testing Machine with 2000 KN capacity.	2000KN capacity	IS 2505
2	Concrete Cube casting	Concrete Cube Mould	150x150x150mm, minimum 48 Nos.	IS 10086
3	Workability of concrete	Slump cone	Standard, atleast 04 nos	IS 456
4	Initial & final setting time, Consistency of cement	Vicat Apparatus with desk pot	Standard	IS 5513
5	Cement mortar cube casting	Mortar Cube mould	70.6 x 70.6 x 70.6 mm, minimum 09 sets desired.	IS 10086
6	Cement mortar cube vibrating machine	Motorised vibration machine for cement testing	Standard	IS 4031
<b>SOIL TESTING EQUIPMENT (LEVELLING &amp; GRADING)</b>				
1	Core Cutter test	core cutter apparatus	Rammer, 6 nos of std core cutter mould, dolly	IS 2720
2	Proctor density test	Std proctor Compaction apparatus	Standard	IS 2720
3	Moisture Content	Rapid moisture meter	Standard, atleast 04 nos	IS 2720
<b>PROCESS CONTROL ACCESSORIES</b>				
1	Hot air oven	Temperature range 50° C to 300° C	600x600x600mm (min.size)	
2	Electronic balance	2 nos	600g x 0.01g, 5g	
3	Physical balance	10 kg capacity	Weights upto 10 kg	
4	Thermometer	Temperature range 0° C to 150° C	Digital	
5	Measuring jars	2 nos set of each size	100ml, 200ml, 500ml & 1000 ml	
6	Gauging trowlers	2 nos	100mm & 200 mm with wooden handle	
7	Spatula	2 nos	100mm & 200 mm with long blade wooden handle	
8	Stainless steel scoop	2 nos	2 kg and 5 kg	
10	Digital pH meter	02 nos	0.01 mm least count,	
11	GI tray	02 nos	600x450x50mm, 450x300x40mm,	
12	Digital Vernier Caliper	01 nos	Least count 0.01	
13	Screw Gauge	01 nos	0.1 mm-10mm, Least count 0.05	
14	Digital paint thickness meter for masanory / concrete painting measurement	02 nos	150 micron range	
15	Standard Sand for Cement Test	3 type of sand	50 Kg each.	

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 31 OF 36

**NOTE :**

TENTATIVELY LIST OF SUPPLIERS / DESIGNERS IS PROVIDED HEREUNDER. HOWEVER, IN CASE THE BIDDER PROPOSES TO PROCURE ITEMS FROM OTHER SUPPLIERS, SPECIFIC APPROVAL SHALL BE REQUIRED TO BE TAKEN FROM BHEL / WBPDCCL AS PER APPROVED QP. FURTHER BIDDER MAY NOTE THAT LIST CONSISTS OF ONLY TENTATIVE VENDORS. SPECIFIC APPROVAL MUST BE TAKEN FROM BHEL / WBPDCCL PRIOR TO EXECUTION AT SITE.

SL. NO.	ITEM	PROPOSED SUB SUPPLIER	PLACE OF MANUFACTURING	REMARKS
1	CONSTRUCTION CHEMICALS - ADMIXTURES, PLASTISIZERS, RETARDERS WATER PROOFING COMPOUNDS GROUTS	SIKA INDIA LTO	-	
		CICO TECHONOLOGIES LTD	-	
		FOSROC CHEMICALS (I) PVT LTD	-	
		BASF	-	
2.	FALSE CEILING- GLASS REINFORCED GYPSUM SYSTEM, MINERAL FIBRE BOARD SYSTEM,PREPAINTED COIL COATED STEEL SYSTEM	SAINT GOBAIN	NEW DELHI	
		HUNTER DOUGLOUS	MUMBAI	
		TIGER STEEL	PUNE/MUMBAI	
		INTERARCH	NOIDA	
		LLOYD INSULATION	-	
		MG INDUSTRIES	FARIDABAD	
		ARM STRONG	NEW DELHI	
3	PAINT AND PAINTING SYSTEM	BERGER	-	
		SHALIMAR PAINTS	-	
		JENSON AND NICHOLSON	-	
		KANSAI NEROLAC	-	
		AKZO NOBEL	-	
		ASIAN PAINTS	-	
4	COLOUR COATED SHEET (FOR COIL)	UNION STEEL	KOREA	
		DONGBU STEEL	KOREA	
		BHUSHAN STEEL AND STRIPS LTD.	RAIGAD	
		ESSAR STEEL LTD	PUNE	
		NATIONAL STEEL AND AGRO	DHAR	
		JSW STEEL COATED PRODUCTS LTD	KAMLESHWAR	Formerly JSW ISPAT Steel Ltd
		BHUSHAN STEEL LTD.	SAHIBABAD	
		JSW LTD	THANE	
		TATA BLUESCOPE STEEL LTD	JAMSHEDPUR	*AL-ZN COIL FOR CLADDING

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 32 OF 36

5	PROFILERS FOR DECKING SHEETS	UNIMET PROFILES LIMITED	DHARUHERA	
		MULTICOLOUR STEEL INDIA LIMITED	GURGAON	
		ISOLLOYD	SOLAN	
		NATIONAL STEEL AND AGRO	DHAR	
		ERA BUILD SYS	RUDRAPUR	
		TATA BLUE SCOPE	PUNE	HINJEWARI WORKS
		TATA BLUE SCOPE	BHIWADI	
		PENNAR INDUSTRIES	HYDERABAD	
		ALFA STEEL BUILDING SOLUTIONS	HOSUR	
6	PROFILERS FOR CLADDING SHEETS	MULTICOLOUR STEEL INDIA LIMITED	GURGAON	
		UNIMET PROFILES LIMITED	DHARUHERA-HARYANA	
		ERA BUILD SYS	RUDRAPUR	
		TATA BLUE SCOPE	PUNE	HINJEWARI WORKS
		TATA BLUE SCOPE	BHIWADI	
		PENNAR INDUSTRIES	HYDERABAD	
		ALFA STEEL BUILDING SOLUTIONS	HOSUR	
		ISOLLOYD	SOLAN	
		NATIONAL STEEL AND AGRO	DHAR	
7	ELECTROFORGED GRATING	INDIANA GRATING	PUNE	
		PREMIER POWER PRODUCTS (CALCUTTA) PVT LTD	HOWRAH	
		GREATWELD	PUNE	
		BHOLA RAM STEELS	PATNA	
		KANADE ANAND UDYOG	THANE	
		PINAX STEEL INDUSTRIES	PATNA	
8	GI PIPES	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 33 OF 36

9	PVC WATER STOP	DURON POLYVINYL PVT. LTD	GURGAON	
		KANTA RUBBER	HYDERABAD	
		MARUTI RUBBER	NOIDA	
		JYOTI POLYVINYL	VADODARA	
		DEEP-JYOTI RUBBER PVT LTD	NOIDA	
10	BITUMEN ASPHALT	ALL GOVERNMENT REFINARIES	–	
11	PLASTIC, PVC PIPES	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	
12	BITUMEN IMPREGNATED FIBER BOARD JOINT FILLER, BITUMEN SEALING COMPOUND	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	
13	ALUMINUM COMPOSITE CLADDING	INDOMAX	ROORKEE	
		ALSTONE	DEHRADUN	
14	CERAMIC / VITRIFIED TILES	KAJARIA	-	
		SOMANY		
		SPARTEK INDIA	-	
		NITCO	-	
		ORIENT BELL	-	
		MARBITO		
		RESTILE	-	
		JOHNSON	.	
15.	ACID / ALKALI RESISTANCE TILES, AR BRICKS, ARCEMENT (POTASSIUM SILICATE BASED CEMENT MORTAR, PHENOLIC BASED RESIN CEMENT) AR BITUMASTIC	CARBORANDUM UNIVERSAL	CHENNAI	
		PELICAN	BHIWADI	
		CAMBRIAN	ALWAR	
		KERATECH	VADODARA	
		CHAMPION CERAMICS	CHAMPA	
		SUNSHINE CERAMICS	CHAMPA	
		MAHAKOSHAL POTTRIES	KATNI	
		PERFECT ACID WARE	JABALPUR	
		BABA BAIDNATH REFRACTORIES	PURULIA	

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 34 OF 36

16.	FIRE PROOF DOORS	NAVAIR INTERNATIONAL LTD.	NEW DELHI	
		SHAKTI MET DOOR	HYDERABAD	
		SUPER STEEL	DELHI	FOR SINGLE LEAF ONLY
		SIGNUM FIRE PROTECTION	NAGPUR	
		RADIANT SAFE DOORS	AHMEDABAD	
17	PARTICLE BOARDS, PLYWOOD, MDF	NOVAPAN	-	
		ECOBORD	-	
		BHUTAN BOARD	-	
		KITPLY	-	
		CENTURY	-	
		GREEN PLY	-	
		DUROPLY	-	
		MERINO	-	
18	ALUMINUM SECTIONS	HINDALCO	-	
		INDALCO		
		BALCO (VEDANTA)	-	
		NALCO	-	
		JINDAL	-	
19	HIGH SOLID CONTENT LIQUID APPLIED URETHANE BASED ELASTOMERIC MEMBRANE FOR WATER PROOFING	STP	-	
		IWL INDIA LTD	-	
		LLOYDS	-	
		CICO TECHONOLOGIES LTD		
		MK PETRO	-	
20	SANITARY ITEMS	PARRYWARE	-	
		HINDWARE	-	
		SEABIRD		
		ORIENT		
		HINDUSTAN		
		CERA		
21	CP BRASS TAP AND OTHER SANITARY FITTINGS	GEM	—	
		PARKO	-	
		JAQUAR	-	
		MARC	—	
22	POLYTHENE WATER STORAGE TANKS	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	
23	NEOPRENE BELLOW STRAPS	CORI	CHENNAI	
		RESISTOFLEX	NOIDA	
		DWREN	KOLKATA	

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 35 OF 36

24	RCC PIPES	BIS APPROVED SOURCES HAVING VALID BIS LICENCE	-	
25	POLYCARBONATE SHEETS	GE PLASTIC (SABIC)	-	
		BAYER (MAKROLON)	-	
26	ELECTRICALLY OPERATED HOIST (5T/2T)	CONSOLIDATED HOIST	SATARA	
		HERCULES HOIST	RAIGARH	
		GRIP ENGG	FARIDABAD	
		EDDY CRANE	PUNE	
		ARMSHEL	BANGLORE	
		CENTURY CRANE	PALWAL	
		ELECTROTHERAPY	HOWRAH	
		TRACTEL TRIFFER	PALWAL	
		ALFA CRANES	ALWAR	
		REVA HOIST	FARIDABAD	
27	STOP LOG GATES, TRASH RACK AND LIFTING BEAM	GENERAL MECHANICAL WORKS	BARODA	
		TRIVENI	NOIDA	
		MACMET	KOLKATA	
		PRADEEP STRUCTURES	HOWRAH	
		RED FAG	HYDERABAD	
28	PTFE BEARING ELASTOMERIC BEARING	ALL CURRENT MORTH/RDSO APPROVED VENDORS		
29	FABRIC EXPANSION COMPENSATOR	KELD ELLENTOFT INDIA LTD	CHENNAI	
		EAGLE BURGMANN KE PRIVATE LTD	CHENNAI	
30	MINERAL WOOL FOR THERMAL INSULATION -	ROCKWOOL INDIA LTD.	HYDERABAD	Subject to. carrying out K-value test at CBRI Roorkee / WBPDCI approved lab.
		ROCKWOOL INDUSTRIES	BHILAI	
		LAP INUS	MALANPUR (MP)	
		MINWOOL	RAJANANDGAON	
		LLOYD INSULATION	BHILAI	
		U.P. TWIGA	BULENDSHAHAR	
31	GEOTEXTILE	GARWARE WALL ROPES Ltd	PUNE	
		TENCATE GEOSYNTHETICS ASIA	MALAYSIA	NON WOVEN

TENDER NO – PSER:SCT:SDG-C2137:22 (TCN-02)		
VOLUME-IF-TCC-CML-REV-01	TECHNICAL CONDITIONS OF CONTRACT, SCOPE ETC	PAGE 36 OF 36

32	GEOMEMBRANE (HDPE LINER)	D P WIRES PVT. LTD	RATLAM	
33	CI PIPES	BIS APPROVED SOURCES HAVING VALID BIS LICENCE		
34	COAL TAR ANTICORROSIVE COATING	RUSTECH	KOLKATA	
		PORWAL INDUSTRIES	RAIPUR	
		MP TAR	BHILAI	
		STP UMITED	JAMSHEDPUR	
35	ELASTOMERIC POLYURETHANE COATING	CIPY	PUNE	
		AMCHEM	NOIDA	
		E. WOOD. (APPLICATOR: PSL HOLDING, INDIA)	UK	
		CICO TECHONOLOGIES LTD	GURGAON	
36	HIGH PERFORMANCE MOISTURE COMPATIBLE CORROSION RESISTANT COATING SYSTEM	CECRI LICENSED SOURCES		
37	MS PIPES (IS:3589, WELDED PIPES)	BIS APPROVED SOURCES HAVING VALID BIS LICENCE		
38	PVC COATED CHAIN LINK FENCING & REINFORCED BARBED TAPE	SAUDAGAR MAC MAMMANLAL PVT LTD		
		MECAFERRI		

**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	Construction of 01 no. 275 M height RCC wet chimney with one(1) internal steel flue, having minimum 38 mm thick Borosilicate lining on internal surface of steel flue (excluding pile & pile cap) at 1x660 MW, Unit no. 5, WBPDCS Sagardighi TPP Extension Project, West Bengal.	
Ref	1.0	Tender no PSER:SCT:SDG-C2137:22.
	2.0	BHEL's NIT, vide reference no PSER:SCT:SDG-C2137:8974, Date: 10-02-2022.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:SDG-C2137:TCN-01, Date: 15-02-2022.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:SDG-C2137:TCN-02, Date: 17-02-2022.
	5.0	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)